

Schedule

Real Estate Property Owners

Policy number: CHU-PROP-00270012022
Agent reference: 7390964

Client number: 34566370

Effective date: 01/12/2022
Expiry date: 30/11/2023

Date of issue: 30/11/2022

Premium ex IPT:	£ 1,033.47
IPT @ 12%:	£ 124.01
Underwriting fee:	£ 35.00
Total Premium:	£ 1,192.48

Important information

This **Schedule** forms part of the **Policy**.

You must make a fair presentation of the risk to **Us** when **You** take out, renew or vary **YourPolicy**. This means that **You** must tell **Us** about all facts and circumstances which may be material to the risks covered by **YourPolicy** and **You** must do so in a clear and accessible manner. Material facts are those which are likely to influence **Us** in the acceptance or assessment of the terms or pricing of **YourPolicy**. If **You** are in any doubt as to whether a fact is material, **You** should tell **Us** about it.

If **You** fail to make a fair presentation of the risk, where that failure is deliberate or reckless, or where

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We would not have issued, renewed or varied **YourPolicy** had **You** told **Us** about a material fact or circumstance, **We** may treat **YourPolicy** as if it had not existed and refuse to pay any claims and require **You** to repay any claims that **We** have already paid under the **Policy**. In other cases, **We** may only pay part of the value of **Your** claim or impose additional terms.

For these reasons, it is important that **You** check all of the facts, statements and information set out in this document and any other information provided are complete and accurate, and that **You** have answered any questions completely and accurately. If there is more than one person involved in **Your Business** or employed by **You**, **You** should check with them where appropriate that the facts and statements that **You** make are complete and accurate.

If any of the facts, statements or information about **You** or **Your Business** are incomplete or inaccurate, **You** or **Your** agent must contact **Us** immediately. Failure to do so may mean that **Your** claim will not be paid, or that **We** will impose different terms on **YourPolicy**, or charge **You** a higher premium or, in the worst case, invalidate **YourPolicy** and require **You** to repay any claims that have already been paid under the **Policy**.

Data Protection Act (this notice applies to all sections of this application)

You should understand that information **You** provide to **Us** or Victor Insurance may contain personal data as defined under the General Data Protection Regulation (Regulation (EU) 2016/679). By providing this information, **You** consent to the processing of **Your** personal data by **Us** or Victor Insurance and affiliated companies for the purposes set out in the Privacy Notice in the policy wording. **You** should be aware that some of these organisations may be located outside the **United Kingdom** and the European Economic Area. Please be assured that **We** and Victor Insurance have taken appropriate steps to safeguard **Your** information according to relevant data privacy laws. Please contact **Us** or Victor Insurance if **You** require further information on measures undertaken to protect **Your** data. An explanation detailing how **Your** information is used can be found within the Privacy Notice in the policy wording.

The policy wording applicable is: Real Estate Property Owners v7 01 01 2022 which is available to download at: <http://www.victorinsurance.co.uk/policy-wordings>



Notifiable Disease Exclusion (applicable to Sections 1 & 2 only)

We will not provide any cover for a claim which is in any way caused by, or results from, any disease, or the fear or threat of any disease, which:

- is notifiable to the government or a local authority under any law, order, act or statute; and/or
- is declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organisation.

Cyber Risks Endorsement

Losses (which is otherwise covered by an insuring clause herein) due to a Cyber Act or a Cyber Incident will be payable subject to all the terms, conditions, warranties and exclusions of this Agreement.

Nothing in this clause shall operate to change or increase the scope or amount of coverage under the Agreement beyond that which would have existed in the absence of this clause.

Definitions

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

- any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Please contact Your Insurance Broker or Advisor immediately if the cover provided does not meet your needs.



Cover summary

The following selections of cover have been selected; please see individual sections of cover and Locations for full details.

Cover	Insured/Not Insured
Buildings & Contents	✓
Loss of rent	✓
Property owners liability	✓
Engineering breakdown	✓
Legal expenses	✓

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Cover

Location 1 - 68 Harold Street Grimsby South Humberside DN32 7NQ

Premises Occupation - Commercial

Motor Accessories Warehouse

Section 1 – Buildings & contents

Perils

Insured Perils 1 to 15 inclusive

The Excess applicable in respect of Damage arising from an insured Peril is £250 unless otherwise stated below.

Additional Peril Subsidence is applicable

Excess	£1,500
EOW Excess	£350.00
Flood Excess	£0.00

Basis of settlement	Day One (Non Adjustable)
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Building	Declared Value (£430,000)
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Sum Insured	£580,500
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The Excess applicable to the following items is £100 each and every loss.

Contents - Landlords	£10,000
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Section 2 - Loss of rental income

Rent Receivable	£179,630
Maximum Indemnity Period (months)	24

Location endorsements

40008 - Endorsement PO 5 - Flood exclusion Damage resulting from the operation of peril 9 - flood is excluded at this premises.



Location 2 - 94 Roberts Street Grimsby South Humberside DN32 8DS

Premises Occupation - Commercial

Motor Accessories Warehouse

Section 1 – Buildings & contents

Perils

Insured Perils 1 to 15 inclusive

The Excess applicable in respect of Damage arising from an insured Peril is £250 unless otherwise stated below.

Additional Peril Subsidence is applicable

Excess	£1,500
EOW Excess	£350.00
Flood Excess	£0.00

Basis of settlement	Day One (Non Adjustable)
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Building	Declared Value (£77,839)
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Sum Insured	£105,083
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The Excess applicable to the following items is £100 each and every loss.

Contents - Landlords	£10,000
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Section 2 - Loss of rental income

Rent Receivable	£19,460
Maximum Indemnity Period (months)	24

Location endorsements

40008 - Endorsement PO 5 - Flood exclusion Damage resulting from the operation of peril 9 - flood is excluded at this premises.

Section 3 - Property owners liability

Limit of Indemnity	£5,000,000
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		Registered in England and Wales Company Number 5417859 Website: www.daslaw.co.uk DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).	
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The subscribing Underwriters' obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

How to Make a Complaint

If **You** are unhappy with any aspect of the handling of **Your** insurance **We** would encourage **You**, in the first instance, to seek resolution by contacting **Your** insurance adviser. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so by writing to:

Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU.
Email: insurance.complaints@victorinsurance.co.uk

If appropriate **Your** complaint may ultimately be handled by the insurer or a third party acting on the insurers' behalf. If this is the case **We** will notify you upon receipt of **Your** complaint. Making a complaint does not affect your right to take legal action.

If **You** are not happy with the outcome of **Your** complaint, **You** may have the right to ask the Financial Ombudsman Service (FOS) to review **Your** case. **You** will need to contact them within six months of the date of **Our** final decision letter.

You can also ask the Ombudsman to review **Your** case if **We** have not provided **You** with a final decision within eight weeks of receiving **Your** complaint.

The Ombudsman can help with most complaints if **You** are:

- A consumer;
- A micro enterprise employing fewer than ten persons that has an annual turnover and/or balance sheet total that does not exceed €2 million*;
- A trustee of a trust which has a net asset value of less than £5 million*;
- (in relation to consumer buy-to-let business) a buy-to-let consumer;
- A small business (which is not a micro enterprise) which has an annual turnover of less than £6.5 million and (i) employs fewer than 50 persons or (ii) has a balance sheet total of less than £5 million*;
- A guarantor

* at the time **You** refer **Your** complaint

If **You** are unsure whether the ombudsman will consider **Your** complaint, or for more information, please contact the Ombudsman directly on 0800 023 4567 or visit the FOS website at www.financial-ombudsman.org.uk

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The address of the Ombudsman is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Alternatively:

1. Should **You** wish to make a complaint under Sections 1 – 4 please contact the Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU
2. Should **You** wish to make a complaint under Section 5 the following process should be followed:

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the following details:

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Or via E-mail: dataprotection@das.co.uk

If you remain dissatisfied the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:-

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
www.ico.org.uk

We always aim to give you a high quality service. If you think we have let you down, you can contact us by:

- phoning 0344 893 9013
- emailing customerrelations@das.co.uk
- writing to the Customer Relations Department: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH
- completing our online complaint form at www.das.co.uk/about-das/complaints

Further details of our internal complaint-handling procedures are available on request. If you are not happy with the complaint outcome or if we've been unable to respond to your complaint within 8 weeks, you may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints.

(Details available from www.financial-ombudsman.org.uk)

You can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing complaint.info@financial-ombudsman.org.uk

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- writing to The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Further information is available on their website: www.financial-ombudsman.org.uk

Using this service does not affect your right to take legal action.

Financial Services Compensation Scheme

Victor Insurance underwrites on behalf of a select group of insurers who are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the Scheme if they are unable to meet their obligations to **You** under this contract of insurance. Further information about the Scheme is available at www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Law and Jurisdiction

The parties are free to choose the law applicable to this **Policy**. Unless specifically agreed to the contrary, this **Policy** shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

Making a claim

To make a claim under any section of cover other than section 4 Engineering machinery breakdown or section 5 Legal Expenses please contact:

Gallagher Bassett
Telephone: 01443 229513
Facsimile: 01443 229995
Email: uk.gbtechnical.adjusting@gbtpa.com

Emergency 24/7 Out of Office Number: 01724 761378

Gallagher Bassett Technical
Units 1 & 2, Ground Floor
Magden Park
Llantrisant
Rhondda Cynon Taff
CF72 8XT

Gallagher Bassett handle claims on behalf of AXIS Speciality Europe SE. Professional staff are available to assist **You** whether you need a claim form, advice on emergency repairs or any other aspect of your claim.

Alternatively, if **You** prefer, please contact **Your** insurance advisor.

To enable **Your** claim to be dealt with quickly **Your** Insurer will require **You** to provide them with assistance and evidence that they require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

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- **Your** name, address and telephone numbers
- Policy/Certificate number
- The date of the incident
- Police details/Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

If your claim is relating to section 4 – Engineering machinery breakdown please contact HSB Engineering Insurance Limited:

Claims Department
HSB Engineering Insurance Limited
Chancery Place
50 Brown Street
Manchester
M2 2JT

Telephone: 0330 100 3432
Email: new.loss@hsbeil.com

If **Your** claim is relating to section 5 – Legal expenses please contact DAS Legal Expenses Insurance Company Ltd:

- Telephone: 0344 893 9012 available 24 hours a day,
- 7 days a week, alternatively **You** can visit
- www.das.co.uk/legal-protection/how-to-claim

Notify DAS of any claim or any incident which may lead to a claim as soon as possible. The sooner DAS are involved, the more opportunity DAS have to resolve the claim to **Your** satisfaction.

Important note:

Please do not ask for help from a lawyer, accountant or anyone else before DAS have agreed that **You** should do so. If **You** do, DAS will not pay the costs involved even if DAS accept the claim.