Renovation *non-neg pro* *summary*

renovation underwriting

JCT Clause 21.2.1/6.5.1 Insurance Policy Summary

1. This policy summary does not contain the full terms and conditions of the policy, which can be found in the policy document, and to which the following is subject. Please take time to read the full policy document (copy available upon request) to ensure that you understand the extent of cover provided.

2. **About the Insurer**

   This policy has been arranged by your broker with Renovation Underwriting Limited. Renovation Underwriting Limited is an appointed representative of Geo Underwriting Services Ltd, authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400. Renovation Underwriting Limited is registered in England No. 11182758. Registered address: 17 Church Walk, St Neots, Cambridgeshire, PE19 1JH. The insurers providing the security for the policy are AXA XL Insurance Company UK Limited.

   AXA XL Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

3. **When Does Your Cover Start and End?**

   The policy runs between the dates shown as the 'Period of Insurance' in the Schedule and includes any maintenance/defects liability period stated therein.

4. **Law and Jurisdiction**

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

   Unless otherwise agreed the language of the policy shall be English.

5. **Significant Features and Benefits**

   Cover - Clauses 21.2.1 and 6.5.1 (as appropriate) are contained within the JCT Standard Forms of Building Contract. They require a policy in the joint names of the Employer and Contractor to be arranged to protect the Employer in respect of their legal liability for damage to adjacent or surrounding property, other than for damage caused by the negligence of the Contractor or sub-contractors.

   The insurance is purchased by the Contractor on behalf of the Employer to provide protection against the Employer's liability for loss, claims or proceedings that arise due to non-negligent damage to property (other than the contract works themselves) whilst undertaking a building contract due to collapse, subsidence, heave, vibration, weakening or removal of support or lowering of ground water.

   The maximum payable in respect of any one claim is the amount chosen by you (which should be no less than the amount specified for 21.2.1/6.5.1 insurance in the contract) and shown as the 'Limit of Liability' in the policy Schedule. Unless otherwise stated, costs incurred in the defence or investigation of any claim will be paid in addition to this figure.

6. Significant Exclusions

Some of the more significant exclusions include injury or damage to property:

(a) arising from the negligence of the Contractor or any sub-contractor (Public Liability cover)

(b) arising from errors or omissions in the designing of the works (Professional Indemnity cover)

(c) which is reasonably seen to be inevitable

(d) forming (part of) the contract works

(e) where cover is provided by any other insurance which is the responsibility of the Employer to insure under JCT Clause 22.C.1 or equivalent

(f) arising from nuclear or war risks

(g) arising from gradual pollution

This policy will not provide indemnity in respect of any penalties or sums payable due to a breach of contract, and will operate in excess of the Deductible shown in the Schedule.

7. Claims Notification

Claims are to be notified in writing to your broker.

8. Complaints

We are dedicated to providing a high-quality service and We want to ensure that We maintain this at all times.

If You have any questions or concerns about the policy or the handling of a claim please contact Renovation Underwriting Ltd through whom this policy was arranged.

If You wish to make a complaint You can do so at any time by referring the matter to:

Complaints Department
XL Catlin Services SE, UK Branch
20 Gracechurch Street London
EC3V 0BG
United Kingdom

Telephone Number: +44 (0)20 7743 8487
Email: axaxlukcomplaints@axaxl.com

XL Catlin Services SE acts on our behalf in the administration of complaints.

If you remain dissatisfied after the complaints department has considered your complaint, or you have not received a final decision within eight (8) weeks, you can refer your complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service Exchange Tower
London
E14 9SR
United Kingdom

E-mail: complaint.info@financial-ombudsman.org.uk

From within the United Kingdom
Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)

Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom
Telephone Number: +44(0)20 7964 0500
Fax Number: +44(0)20 7964 1001
Text Number: 07860 027 586 Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk.

9. How Do You Cancel?

Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel this policy by notifying Us through Renovation Underwriting Ltd within fourteen (14) days of either:

1 the date You receive this policy; or
2 the start of Your Period of Insurance

whichever is the later.

A full refund of any premium paid will be made unless You have made a claim in which case the full policy premium is due.

Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this policy after the cooling-off period by notifying Us through Renovation Underwriting Ltd. Cancellation will be effective from the date of such notice to cancel. Any return of premium due to You will be calculated at a proportional daily rate depending on how long the policy has been in force unless You have made a claim in which case the full policy premium is due.

Our Right to Cancel

We are entitled to cancel this policy if there is a valid reason to do so, including for example:

1 any failure by You to pay the premium; or
2 a change in risk which means We can no longer provide You with insurance cover; or
3 non-cooperation or failure to supply any information or documentation We request, such as details of a Claim;

by giving You thirty (30) days' notice in writing. Any return of premium due to You will be calculated at a proportional daily rate depending on how long the policy has been in force unless You have made a Claim in which case the full annual premium is due.

Unless We have agreed that the premium can be paid via direct debit instalments, the premium must be paid in full within forty-five (45) days of the beginning of the Period of Insurance. If the premium has not been received by the due date, then We will have the right to cancel this policy in accordance with the provisions set out above. If premium due is paid in full to Us before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

10. Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme. The Insured may be entitled to compensation from the Scheme if we are unable to meet our obligations under this contract of insurance. If the Insured were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk.

11. Fair Processing Notice

This Privacy Notice describes how AXA XL Insurance Company UK Limited (together, "we", "us" or the "Insurer") collect and use the personal information of insureds, claimants and other parties ("you") when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: compliance@axaxl.com.

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at: http://axaxl.com/footer/privacy-and-cookies.

Brokers, Intermediaries, Partners, Employers and Other Third Parties

If you provide us with information about someone else, we will process their personal information in line with the above. Please ensure you provide them with this notice and encourage them to read it as it describes how we collect, use, share and secure personal information when we provide our services as an insurance and reinsurance business.