



Structural Defects Insurance for Domestic & Commercial Building Work

Policy Document

SPECIMEN

SUMMARY OF CONTENTS

This Policy consists of the following sections:

INFORMATION

DEFINITIONS

Defining the terms used in the Policy.

INSURANCE COVERAGE:

- **SECTION 1** *Pre **Construction Phase Advance Payment** and **Deposit Protection***
- **SECTION 2** *During **Construction Phase***
- **SECTION 3** ***Defects** which occur after the **Completion Date***
 - **SECTION 3A** ***Defects** which occur within 6 months of the **Completion Date** (2 Year Policy only) and within 2 years of the **Completion Date** (6 and 10 Year Policies only)*
 - **SECTION 3B** ***Defects** which occur within 2 years of the **Completion Date** (2 Year Policy only and within 6 or 10 Years (6 and 10 Year Policies only)*

EXCLUSIONS

*Detailing **exclusions** that apply to the whole Policy.*

GENERAL CONDITIONS

Defining the terms that apply to the whole Policy.

*Important Note: This policy is a legal document and must be kept safe at all times. This policy must be read in conjunction with **your Structural Defects Insurance Certificate of Insurance**. If **you do not understand any of this policy we strongly advise you take independent legal advice.***

Welcome to **your Structural Defects** Policy. It is important that **you** understand what is, and what is not covered. **You** will need to read the policy, the definitions and conditions carefully for the full details of cover. In summary, subject to any additional terms and conditions stated on the **Certificate of Insurance** and subject to any future amendments in terms and conditions which **we** may make by way of an endorsement to the **Certificate of Insurance**, the policy indemnifies **you** in respect of 2 or more distinct phases in the build process:

Section 1 indemnifies **you** if **your builder ceases to trade** in respect of the loss of any **deposit or advance payment** made by **you** to **your builder** before the **registered works** commence.

Section 2 indemnifies **you** if **your builder ceases to trade** or **refuses** to come back to site for the repair of **defects** in the building work which **your builder** carried out during the **construction phase**.

Section 3 covers **you** for **defects** which occur in **your** property after the **registered works** have been completed if **your builder ceases to trade** or **refuses** to come back on site up until the **policy expiry date**.

If **your builder** does not meet its obligations **FMBIS** will help to resolve a dispute between **you** and **your builder** by giving **you** advice about the extent of cover available and **your builder's** responsibility to rectify **damage** caused by **defects**. If **FMBIS** advises that repairs are covered by the policy but **your builder** does not do the repair work, under **our** instruction **FMBIS** will step in and either:

- (a) if considered possible will arrange and pay for another **registered builder** to carry out the necessary repairs as assessed by **FMBIS** up to the limit for that section of **your policy or**
- (b) consider settling the claim by way of a cash payment in order for **you** to personally arrange for the necessary repairs to be completed.

Both of the above are subject to the **insured value** as shown on **your Certificate of Insurance**.

This policy is an agreement between **you** and **us (Everest Syndicate 2786)**, entered into by **you** or **your Builder**. In deciding to accept this **policy** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** as soon as practicable.

Please make sure that **you** read the conditions which apply to this policy. It is also important to read the **Certificate of Insurance**, as it will tell **you** what term of cover applies and any other terms and conditions that apply specifically to **your** policy.

Certain words have specific meanings when they appear in this policy. These meanings are shown under definitions. These words are printed in bold type.

You may only make a claim under this policy whilst **you** are the current **owner**. **You** are not entitled to make or continue a claim under this policy once **you** have sold or otherwise disposed of **your** interest in the insured **registered works** and **your Structural Defects** policy will automatically be terminated at the time of any sale or disposal. The benefits of this policy may be transferred to a new **owner** or **leaseholder**, but only after obtaining agreement in writing from **FMBIS** in accordance with Condition 9 below.

An **excess** shall apply to all claims under this policy.



Your Cancellation Rights

You have the right to cancel this policy within the 14 day cooling off period. This period commences on inception of **your** Structural **Defects** Policy or when **you** receive the insurance documents whichever is the latter

You will need to contact **FMBIS** for details of any refund. **We** understand a pro-rata deduction will be made by **them** for time on cover.

FMBIS can be contacted at:

1st Floor Gemini House,
Cambridgeshire Business Park
Angel Drove
Ely
CB7 4EA
Tel: 01353 652760
Email: fmbinsurance@fmb.org.uk

Data Protection Act 1998

It is understood by **you** that any information provided to **us** regarding **you** will be processed by **us** in compliance with the provision of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Important Note about Cancellation

You are able to cancel this policy at any time, however a short terms rates deduction will be made from any premium returned for time on cover, calculated by **FMBIS**. An administration fee will also be deducted from any refund.

Before **you** decide to cancel the insurance it is important to check with **your** lender that **you** will not breach any conditions of any loan. **You** may also want to consider whether cancellation could affect the ability of any subsequent buyer to obtain a mortgage. If **you** are in any doubt whatsoever **we** urge **you** to take independent legal advice.

DEFINITIONS

Certain words have specific meanings when they appear in this policy in bold type. These meanings are shown below.

Advance Payment/Deposit	A payment made by you by way of a deposit or prepayment to your builder in accordance with the terms of the contract which is made before the agreed start date .
Agreed Start Date	The date declared to FMBIS as the date on which the registered works were scheduled to commence as shown on the Certificate of Insurance .
Builder	Your builder as named on the Certificate of Insurance and in your building contract .
Building Contract/Contract	The documents including drawings, specifications, quotations, estimates, payment schedule, FMB building contract or any exchange of correspondence which comprises the agreement between you and your builder for the construction of the registered works .
Building Regulations	The Building Regulations that govern the construction and extension of your home which were in force at the time the "notice to build" was deposited with the Building Control Authority
Ceased to Trade/ Ceasing to Trade	<ul style="list-style-type: none"> • in respect of a Limited Company: Liquidation, Receivership, Administration, Strike-off or dissolution whether voluntary or compulsory and • in respect of a Sole Trader or Partnership, Bankruptcy, total incapacity or death of the principal(s) where it can be shown that your builder is no longer trading in any shape or form.
Certificate of Insurance	The certificate issued by FMBIS on our behalf when the registered works have been registered with FMBIS and the premium has been received. The certificate signifies that cover is in place and forms part of this policy.
Charge	The administration fee charged by FMBIS for policy alterations or to process the cancellation the policy if you exercise your 'right to cancel' under the policy.
Claim Made Date	The date FMBIS was first notified of the claim.
Completion Date	The completion date is the estimated date of completion as shown on the Certificate of Insurance unless noted otherwise by you to FMBIS in writing within 30 days of the estimated date of completion. Failure to comply with the



above may result in the full value of **your** claim not being met.

Consequential Loss/Damage	An indirect loss which accompanies an Insured loss associated with a defect in the Work
Construction Phase	The period of time between the agreed start date and the completion date , which must not exceed 15 months.
Contract Price	The amount including VAT (if applicable) declared to us by you and your builder for the registered works as stated in the building contract final account and on the Certificate of Insurance .
Defect(s)	A defect in the workmanship and/or in the installation of materials or systems used on the project that results in a failure of a component part of a building or structure.
Everest	Everest Syndicate 2786 at Lloyd's -the Structural Defects Underwriter/insurer of this policy
Excess	The first amount of each claim which is payable by you
Exclusions	What we will not pay.
Expiry Date/Policy Expiry Date	The policy will expire, in respect of the Value policy on completion of the registered works , or 2, 6 or 10 years after the Completion Date as shown on the endorsement to your Certificate of Insurance , dependent on the level of cover you have purchased.
FMB	Federation of Master Builders.
FMBIS	FMB Insurance Services Ltd – who administer this policy on behalf of Everest Syndicate 2786
Insured Value	The sum agreed by us and shown on the Certificate of Insurance which is the maximum sum we will ever be liable to pay under this policy for all sections combined for any one claim or series of claims and which includes any registered works of investigation.
Maximum liability	Our total liability under this policy shall not exceed the insured value as shown on the Certificate of Insurance for any one claim or series of claims.
Mitigate your loss/Mitigate	In the event that you discover something which could lead to loss under any section of the policy it is your duty to take reasonable steps and actions necessary to reduce the financial consequences of that loss and failure to do so may reduce your ability to make a claim under this policy.
Owner/Leaseholder/You/Your	The persons named in the Certificate of Insurance , or successor in title , as holding the freehold, commonhold or



leasehold interest in the property where the **registered works** are to be/have been carried out.

Professional Fees

Fees payable to a chartered architect, structural engineer or chartered surveyor in connection with a valid claim

Registered Builder

An **FMB** member who has had their work independently inspected as part of their continued membership to **FMB** prior to the issue date on the **Certificate of Insurance**.

Refusal

Written confirmation from **your builder** to **FMBIS** that they are unwilling to rectify **defects** in the **registered works**, or the failure of **your builder** to respond to a written request by **FMBIS** to undertake the necessary **registered works** within 28 days of such written request.

Registered Works

The alteration, conversion, extension as described in the **building contract** and/or the **Certificate of Insurance and the required specifications and/or plans and/or structural calculations** and submitted to **us** at the time of application for the insurance or, by later variation, submitted as part of any changes to the development and received by **us** prior to any claim. The **registered works** do not include anything that is:

- not included in the **building contract** and information supplied to **us** by **you** or **your builder** at the time of application,
- not built or supplied by **your builder**,
- added in addition to the **building contract** and not notified to **us** and agreed by **us** in advance, not owned by **you**.

Requirements

The standard of construction required in order to comply with the **building regulations** and Codes of Practice and European standards in force at the time when the appropriate 'notice to build' in respect of the **registered works** was deposited with the Building Control Authority for the purposes of the **building regulations**. For the avoidance of doubt, **requirements** is not to be taken to include Planning Authority conditions. Where the **registered works** are exempt from **building regulations** the appropriate British Standard, Codes of Practice or European standard in force at the **agreed start date** shall apply.

Statutory notice

A notice served by an enforcement body requiring **you** to take remedial action relating to the **registered works**

We/Our/Us

Everest Syndicate 2786

INSURANCE COVER

SECTION 1 Pre Construction Phase Advance Payment and Deposit Protection

SECTION 1 – Pre Construction Phase Advance Payment and Deposit Protection

If **your builder** fails (either through **ceasing to trade or refusing**) to carry out **registered works** and **you** have made an **advance payment** or paid a **deposit, FMBIS** under **our** instruction will refund to **you** the value of that **Deposit or advance payment** up to 10% of the **insured value** (subject to the **maximum liability**).

EXCLUSIONS

What **we** will not pay under Section 1:

- Any sum where Section 1 is not included in the **Certificate of Insurance**
- Any sum exceeding 10% of the **insured value** declared to **us**, and **as stated on the Certificate of Insurance**.
- Any claim where **FMBIS** is not in receipt of evidence (bank statements, payment receipts) that this **deposit/advance payment** has been made.
- Any claim made in respect of an **advance payment** made more than 45 days before the **agreed start date** as stated on the **Certificate of Insurance**
- Any claim received by **us** more than 30 days after the **agreed start date** as stated on the **Certificate of Insurance**

SECTION 2 During Construction Phase

SECTION 2 – During Construction Phase

If **you** identify **defects** in **registered work** carried out by **your builder** then **FMBIS** under **our** instruction will pay up to 10% of the **insured value** (subject to the **maximum liability**) plus **professional fees** (where deemed appropriate by **us**) towards the reasonable cost of repair and rectification of **defects** in the work carried out by **your builder**:

- where these **defects** have been caused by a failure of **your builder** to comply with the **requirements** in the construction of the **registered works** or
- where the **defects** have been discovered and reported to **us** and received by **us** in writing during the **construction phase** or
- where **your builder** has failed to repair these **defects** within 30 days of being ordered to do so by **FMBIS** due to **ceasing to trade** or **refusal** after following the **FMBIS** conciliation procedure

EXCLUSIONS

What **we** will not pay under Section 2:

- Any sum where Section 2 is not included in the **Certificate of Insurance**.
- Any sum exceeding 10% of the **insured value** declared to **us** by **your builder** or by **you**, and as stated on the **Certificate of Insurance**
- Claims for any loss that is caused by anything other than the failure by **your builder** to build to the **requirements**
- Anything that exceeds the original specification for the **registered works**.
- Any loss resulting from flooding or a change in the water table level, including water logging of gardens.
- Any reduction in the value of the **registered works** or the building that contains the **registered works**.
- Sums in connection with or caused to or by the presence of a swimming pool, lift, escalator, or associated plant and equipment.
- Any loss caused by storm or gale force conditions as defined by the Met Office.
- Claims for the prevention of, or any loss caused by surface or any other form of condensation.
- Claims for wear, tear, neglect, lack of maintenance, scratching, chipping, staining, fading, efflorescence, changes in colour, opacity or texture.
- Any loss due to or arising from any alteration, modification or addition to the **registered works** after the issue date of the **Certificate of Insurance**.
- Any costs that have been taken into account by **your builder** or by **us** in connection with a claim from a previous **owner**.
- Any claim received by **us** more than 15 months after the **agreed start date** or any claim in respect of a loss which occurred after the **completion date**.
- Any claim where all **Registered Work** has been completed by **your builder**.



- Anything for which a sum of money has been withheld by the **insured** which would have been payable to **your builder**.

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SECTION 3 Defects which occur after the Completion Date

Please note this section of the policy is limited as follows:

This section does not apply in relation to the Value Policy;

In respect of the 2 Year Policy, only valid claims where the **claim made date** is prior to 24 months (2 years) after the **completion date**;

In respect of the 6 Year Policy, only valid claims where the **claim made date** is prior to 72 (6 years) months after the **completion date**; and

In respect of the 10 Year Policy only valid claims where the **claim made date** is prior to 120 months (10 years) after the **completion date**.

What **we will** pay under Sections 3a) and 3b) .

Section 3a. – Defects which occur within 6 months of the Completion Date (2 Year Policy only) and within 2 years of the Completion Date (6 and 10 Year Policies only)

If **you** identify **defects** in work carried out by **your builder** then **FMBIS** under **our** instruction will pay up to the **maximum liability** including **professional fees** towards the reasonable cost of repair and rectification of **defects** in the **registered works** carried out by **your builder**

- where these **defects** have been caused by a failure of **your builder** to comply with the **requirements** in the construction of the **registered works** or
- where **your builder** has failed to repair these **defects** within 30 days of being ordered to do so by **FMBIS** due to **ceasing to trade** or **refusal** after following the **FMBIS** conciliation procedure

Section 3b. – Defects which occur within 2 years of the Completion Date (2 Year Policy only and within 6 or 10 Years (6 and 10 Year Policies only)

We will pay the reasonable cost of repairing **Defects** in a load bearing element of the **registered works** which is unseen at the time the work is carried out and which later affects the structural stability of the building or its resistance to damp and water penetration (subject to the **Maximum Liability**)

What **we will not** pay under Sections 3a) and 3b)

- Any sum where Section 3 is not included in the **Certificate of Insurance**.
- Any claim reported for the first time to **us** after the **expiry date** of **your** insurance.
- Any claim made before **your builder's** final account has been paid.
- Anything that exceeds the original specification for the **registered works** unless notified and agreed by **us** in writing at or before completion of the **registered works**.
- Any sum that exceeds the **insured value**.
- Claims for any loss that is caused by anything other than the failure by **your builder** to build to the **requirements**.
- Any loss resulting from flooding or a change in the water table level, including water logging of gardens.
- Any reduction in the value of the **registered works** or the building that contains the **registered works**
- Sums in connection with or caused to or by the presence of a swimming pool, lift, escalator, or associated plant and equipment.
- Any loss caused by storm or gale force conditions as defined by the Met Office. Claims for the prevention of, or any loss caused by surface or any other form of condensation
- Claims for wear, tear, neglect, lack of maintenance, scratching, chipping, staining, fading, efflorescence, changes in colour, opacity or texture.
- Any loss due to or arising from any alteration, modification or addition to the



registered works after the issue date of the **Certificate of Insurance**.

- Any claim where there are incomplete **registered works**
- Any costs that have been taken into account by **your builder** or by **us** in connection with a claim from a previous **owner**
- Anything for which a sum of money has been withheld by the **insured** which would have been payable to **your builder**.

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EXCLUSIONS (Applicable to all Sections)

What **we** will not pay under any section of the policy wording.

- Any claim here **your builder** has not **ceased to trade** and has consented to return to **your** property to undertake necessary repairs to **defects** within the **registered works**.
- Claims for anything that is not part of the **registered works**
- Any **exclusions** cited on the **Certificate of Insurance**.
- Any sum in connection with death, injury to the body or mental health, loss of enjoyment, use, income, business opportunity, sales opportunity, or inconvenience, stress or any other **consequential** or financial loss of any description.
- Any claim or contribution to a claim where cover is available under another insurance policy, or where some other form of compensation or **damages** is available to **you**.
- Additional costs arising from unreasonable delays in reporting a claim either to **us** or **your builder**
- Any loss or **damage** directly or indirectly caused by nuclear or radioactive risks.
- Any loss or **damage** directly or indirectly caused by nuclear, chemical or biological terrorism
- Any loss or **damage** directly or indirectly caused by pollution or contamination
- Any loss or **damage** directly or indirectly caused by landslip or earthquake.
- The first £350 of any claim.
- Any claim where **we** suspect any form of fraud.
- Any claim which has resulted from any act of war, terrorism, nuclear incident or national emergency;
- Any claim which is illegal under the laws of the **United Kingdom**
- Any claim where **you** are in breach of any term of the contract with **your builder**.

GENERAL CONDITIONS

The following conditions shall apply to all sections this Policy:

1. Claims Notification

On discovery of any item of claim, or on receiving a **statutory notice**, or an indication that such a notice is likely to be served, which is likely to give rise to a claim under this insurance **you** shall as soon as reasonably possible:

- a) Take all reasonable steps to prevent and **mitigate** further loss, *and*
- b) Give written notice to **your builder**, *and*
- c) If **your builder** has **ceased to trade** or **refuses** to carry out remedial action **you** must give written notice via post to **FMBIS at Claims Department, FMB Insurance Services, 1st Floor Gemini House, Cambridgeshire Business Park, Angel Drove, Ely, CB7 4EA, or via email at: fmbinsurance@fmb.org.uk** within 30 days of discovery of any potential **defects** in the **registered works** and follow the conciliation procedure. If **your Builder** does not comply with the recommendations of the **FMBIS** conciliation procedure the claim will be referred to **us** for consideration under the terms of this policy.
- d) If requested by **us** and at **your** expense, **you** must submit in writing full details of the claim and supply all reports, plans, contracts, certificates, specifications, quantities, **statutory notices**, photographs or other information and assistance as **we** may require to verify the claim. Please note, no claims can be accepted by **us** unless a full original copy of the **contract** is provided to **us**.
- e) Acknowledgement of claims and supporting information howsoever sent will be acknowledged by **FMBIS** within five (5) working days of receipt.

2. Your Obligations

You must;

- 1) Submit a copy of **your** contract to **FMBIS** prior to acceptance of this insurance. Alterations to the Contract must be submitted to **FMBIS**. Failure to do so may invalidate this policy.
- 2) Notify **FMBIS** in writing of any change to the **completion date** within 30 days of the estimated date of completion, as shown on the **Certificate of Insurance**. Failure to comply with the above may result in the full value of **your** claim not being met.
- 3) take reasonable steps and actions necessary to reduce the financial consequences of that loss and failure to do so may reduce **your** ability to make a claim under this policy.
- 4) Before a claim can be considered under the terms of this policy **you** must have followed the claims notification procedure in Condition 1 above.
- 5) **You** must permit **your builder, FMBIS** and **us** or **our** appointed agents such access to the **registered works** as is necessary in order to determine liability or establish the nature of the remedial action or to carry out repairs or other remedial action. This access is necessary in order for the terms of this policy to be honoured and if such access is withheld no claim shall be accepted.

3. Our Rights

In the event of **us** accepting a claim under this policy **we** and **our** agents shall be entitled to have reasonable access to the **registered works** and shall also be entitled to remain in occupation as is necessary in order to carry out proper repairs to **our** satisfaction. For the avoidance of doubt, where reasonable access cannot be gained to the **registered works**, no claim shall be accepted. Access costs for investigative work or any rectification will be taken into account by **us** as part of the overall claims cost and deducted from any **insured value** as shown on **your Certificate of Insurance** if **we** agree that a claim is payable.

4. Our Liability to You

When calculating **our** liability to **you** for any valid claim **we** will take into account any monies withheld by **you** and not paid by **you** to **your builder** for whatever reason. Furthermore when assessing **our** liability for any claim **we** will use **your** contract between **you** and **your builder** to identify which **registered works** are covered under the policy. For this reason it is most important **you** supply a copy of **your** contract and any contract variations, notifications etc which detail the **registered works** to be carried out. It is also important that **you** keep an original of **your** contract and/or all written documentation safe at all times.

5. Recoveries from Third Parties

We are entitled to take proceedings at **our** own expense, to secure compensation from any third party in respect of any claim accepted under this policy.

6. Abandonment

No property may be abandoned to **us**.

7. Fraud

If any claim under this insurance is fraudulent in any respect, or if any fraudulent means or devices are used by **you**, or anyone acting on **your** behalf to obtain benefit under this policy, all benefits contained in this policy shall be forfeited.

8. Retention

Any monies retained or withheld by **you** from **your builder** under the terms of a contract or for any reason shall be taken into consideration and offset against any claim made under this policy. **We** shall have the option to refuse to accept any claim under this policy until a dispute over retention monies between **you** and **your builder** has been settled.

9. Notification of Change of Ownership

You shall notify **us** of any change of **ownership** of the freehold, commonhold or leasehold interest in the **registered works**. A **charge** is made by **FMBIS** for this service.

10. Limitation of Our liability

Our liability is limited to the insurance included in this policy only. Any site inspections or other risk control procedures adopted by **us** are solely for **our** benefit and do not confirm or imply that the **work** is or will be free of **defects** or **damage**.

11. Governing law and jurisdiction

Unless expressly agreed otherwise, this **policy** will be governed by, and construed in accordance with, the relevant United Kingdom laws. **You** agreed to submit any dispute over the terms of this **policy** to the exclusive jurisdiction of the relevant court.

12. Termination

This policy shall be terminated without refund of premium in the event that the **registered works** are destroyed by a cause other than that insured against in this policy, or **we** have paid **our maximum liability** under any section of this policy as indicated by **your Certificate of Insurance**.

13. Amendments and Endorsements

We may make amendments to **your** policy at any time. Amendments to this policy will be made by way of endorsement to the **Certificate of Insurance** and a copy of the endorsement will be sent to **you** which **you** must keep with **your** policy at all times. **FMBIS** reserves the right to **charge you** an administration fee for changes made at **your** request to **your** policy.

14. Excess

All claims shall be subject to an **excess** payable by the policyholder as detailed in the Insurance section above.

15. Duty of Disclosure

In deciding to accept this **policy** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this **policy** as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your policy** and any claim. For example, **we** may:

- treat this **policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have **charged you**; or
- cancel **your policy** in accordance with ‘**Your** Cancellation Rights’

We or **FMBIS** will write to **you** if **we**:

- intend to treat **your policy** as if it never existed; or
- need to amend the terms of **your policy**.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **us** as soon as practicable.

16. Complaints

FMBIS values the opportunity to investigate any concerns that **you** may have about any aspect of the services provided by **FMBIS** and is committed to handling all complaints fairly, thoroughly and promptly.

a) In respect of complaints about coverage under this policy:

If **you** have any enquiry about the insurance provided by **FMBIS**, other than a claim or potential claim enquiry, this should in the first instance be addressed to:



The Director of **FMB** Insurance Services,
FMB Insurance Services
1st Floor Gemini House
Cambridgeshire Business Park
Angel Drove
Ely
Cambridgeshire
CB7 4EA
Email address: fmbinsurance@fmb.org.uk
Telephone number: 01353 652760

- b) If **you** are not satisfied with the way **your** complaint has been dealt with in the first instance **you** may seek a review of **your** case without prejudice to **your** rights in law from the following:

Everest Syndicate 2786

40 Lime Street
London
EC3M 5BS
Email address: Bianca.hughes@everestre.com
Telephone number: 0203 887 2500

Everest Syndicate 2786 is authorised and regulated by the UK Financial Conduct Authority.

- c) If **you** are still not satisfied with the way the complaint in which the complaint has been dealt **you** may ask Policyholder and Market Assistance, Lloyd's Market Services, at Lloyd's to review **your** case without prejudice in **your** rights in law.

The address is:
Policyholder and Market Assistance
Lloyd's Market Services
Lloyds's
One Lime Street
London
EC3M 7HA
Email address: complaints@Lloyds.com
Telephone: 020 7327 5693

- d) The **Underwriters** are covered by the Financial Services Compensation Scheme. As a **Policyholder** **you** may be entitled to compensation from the Financial Services Compensation Scheme if any of these parties are unable to meet their obligations.

Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme. Their address is:

Financial Services Compensation Scheme,
10th Floor, Beaufort House,
15 St Botolph Street,
London,
EC3A 7QU.
Scheme Website: www.fscs.org.uk.
Telephone Number: 0800 678 1100 or 0207 741 4100



e) If after following the procedures set out in points a) to c) above, **your** complaint has not been resolved to **your** satisfaction, and **you** are an eligible complainant **you** have the right to refer the matter to the Financial Ombudsman, at the following address:-

Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London,
E14 9SR.

Email: complaint.info@financial-ombudsman.org.uk

Telephone Number: 0300 123 9 123 or 0800 023 4567

The Financial Conduct Authority definition of an eligible complainant is:

- A consumer;
- A micro-enterprise which has an annual turnover of less than €2,000,000 and fewer than 10 employees;
- A charity with an annual income of less than £1,000,000;
- A trustee of a trust with a net asset value of less than £1,000,000.
- NB. "micro-enterprise": an EU term covering smaller businesses)