

# RENOVATION PLAN

## Renovation Property Legal Expenses Policy Summary

### Introduction

Some important facts about your Renovation Property Legal Expenses Insurance are summarised below. This summary does not describe all the terms and conditions of the policy. To ensure full understanding of the cover provided by this policy it is recommended that this document is read alongside the policy wording.

### Telephone advice line

Policyholders have telephone access to our advice line which is available to provide practical advice on a wide range of areas of law including employment, health & safety and tax.

To contact the advice line, phone **0845 040 5833**, quoting the reference **NORW0609**

### Insurer

This insurance policy has been arranged by Qdos Broker & Underwriting Services Limited, is administered by Motorplus Limited and is underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited. Motorplus Limited, Qdos Broker & Underwriting Services Limited, UK General Insurance Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA register by visiting the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

### Type of insurance and cover provided

This insurance policy offers protection for costs of defence in legal and tax matters as listed on the next page:

## Significant features and benefits

Sections of cover – This Policy Will Cover	Relevant policy section
<p><b>Section A - Property Disputes</b>            This Policy will cover Legal Expenses incurred in any dispute or legal proceedings made by or brought against the Insured:</p> <ul style="list-style-type: none"> <li>a) over the physical possession of the Insured Property provided that where appropriate all statutory and contractual notices have been correctly served by the Insured</li> <li>b) over the terms of the Tenancy Agreement, Lease or Licence relating to the use or maintenance of the Insured Property</li> <li>c) over actual or alleged nuisance emanating from the Insured Property</li> <li>d) under the Commonhold and Leasehold Reform Act 2002 or as amended</li> </ul> <p>Provided that the Insured will suffer financial loss if the Insured fails to pursue or defend the claim or legal proceedings.</p>	<p><b>A</b></p>
<p><b>Section B - Repair and Renovation Disputes</b>            This Policy will cover legal expenses incurred in contractual disputes with a Contracting Party over the repair or renovation of the Insured Property provided that:</p> <ul style="list-style-type: none"> <li>a) the Legal Expenses incurred in any Claim or legal proceedings shall be limited to 75% of the sum in dispute</li> <li>b) the amount in dispute exceeds £1,000 and the contract value is less than £100,000</li> <li>c) the work is commenced within the Period of Insurance.</li> </ul>	<p><b>B</b></p>
<p><b>Section C - Health &amp; Safety Prosecutions</b>            This Policy will cover legal expenses incurred in defending a criminal prosecution of the insured which is brought under the Health &amp; Safety at Work etc Act 1974; or an appeal by the insured against the service of an Improvement or Prohibition Notice under the Health &amp; Safety at Work etc Act 1974.</p>	<p><b>C</b></p>
<p><b>Section D - Tax Protection</b>            This Policy will cover professional expenses incurred in respect of representation of the insured during an HMRC investigation.</p>	<p><b>D</b></p>
<p><b>Section E – Employment Disputes</b>            This Policy will cover Legal Expenses and Awards of Compensation incurred by the Insured in defending legal proceedings brought against the Insured by an Employee, ex-Employee or prospective Employee in respect of their contract of employment with the Insured or a breach of employment related legislation, provided that the Insured has sought and followed all the advice from the Advice Line.</p>	<p><b>E</b></p>
<p><b>Section F – Loss Assessor Fees</b>            This Policy will cover fees incurred in the presentation and negotiation of a claim under a property and/or a pecuniary loss insurance policy.</p>	<p><b>F</b></p>

## Significant exclusions or limitations

Primary exclusions and limitations of this policy	Relevant Policy Section
<p><b>Section A - Property Disputes: this Policy will not cover disputes:</b></p> <ul style="list-style-type: none"> <li>relating to the pursuit or defence of the payment or non payment of any tax, rent and/or mesne profits or service charge or any review of rent or service charge</li> <li>relating to rent, tax planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority</li> <li>arising from the negotiation, review or renewal of a Tenancy Agreement, Lease or Licence</li> <li>over subsidence or heave howsoever caused</li> <li>relating to any planning application review or decision</li> </ul>	A
<p><b>Section B - Repair and Renovation Disputes: this Policy will not cover:</b></p> <ul style="list-style-type: none"> <li>claims relating to any breach or alleged breach of the duty of a professional</li> <li>contracts that provide or arrange credit, insurance, securities or guarantees</li> <li>contracts where the liability or right of recovery of the Insured is incurred through their agent or by assignment</li> <li>contracts governed by or alleged to be governed by the Consumer Credit Act 1974</li> </ul>	B
<p><b>Section C - Health &amp; Safety Prosecutions: this Policy will not cover any prosecution:</b></p> <ul style="list-style-type: none"> <li>for offences against the person or of a sexual nature</li> <li>for criminal damage</li> </ul>	C
<p><b>Section D - Tax Protection: this Policy will not cover:</b></p> <ul style="list-style-type: none"> <li>technical or routine treatment of matters such as a routine PAYE or VAT inspection by HMRC</li> <li>the defence of any criminal prosecution</li> <li>taxation proceedings which arise out of negligent misstatements or omissions made by or on behalf of the Insured in respect of returns or accounts or where there has been a lack of reasonable care in the keeping of business books and records</li> <li>any HMRC Investigation or proceedings which result solely from investigation of earlier accounts or records</li> <li>taxes, fines, interest or any other duties or penalties imposed upon the Insured by any Revenue authority or court or tribunal</li> <li>any Claim made where the tax return is submitted outside the statutory time limits and/or in a penalty position</li> <li>a dispute or enquiry in respect of IR35 legislation</li> <li>an investigation by HMRC into a tax planning arrangement where the Anti Avoidance Intelligence Unit of HMRC has allocated a number for inclusion on the relevant Self Assessment Return</li> </ul>	D
<p><b>Section E - Employment Disputes: this Policy will not cover:</b></p> <ul style="list-style-type: none"> <li>any benefit due under a Contract of Employment</li> <li>any payment due in respect of redundancy</li> <li>any compensatory award made against the Insured relating to or arising from Trade Union activities including membership or non membership</li> <li>any award made because of the Insured's failure to provide written reason for dismissal</li> <li>any compensatory award specified in a re-instatement or re-engagement order</li> <li>any awards to the extent that they relate to contractual rights accruing to the Employee, Ex-employee or prospective Employee prior to the actual or alleged breach of the actual or alleged Contract of Employment</li> <li>any defence of an action for damages in respect of personal injury including stress related matters or loss of or damage to Property</li> <li>any Claim where the Insured did not seek and follow advice from the Advice Line</li> </ul>	E

## Limits of indemnity

The maximum liability of the Insurer is limited to the amounts specified below:

- £100,000 Any One Claim
- £1,000,000 in the aggregate all Claims notified during the Period of Insurance.

## Duration of cover

This policy will expire one calendar year from the date it was issued.

## Cancellation right

This Policy may be cancelled at any time on the Insured's written instructions and the premium shall be adjusted on the basis of the Insurer receiving or retaining a pro rata time on risk premium plus 20% of the unexpired premium. Where 75% or more of the Period of Insurance has expired the Insurer shall receive or retain the full premium. This Policy may also be cancelled by the Insurer giving thirty days' notice in writing to the Insured or their insurance broker at either the Insured's or their insurance broker's last known address and the premium hereon shall be adjusted on the basis of the Insurer receiving or retaining pro rata time on risk premium. If the Insured is placed in liquidation, receivership or administration or adjudicated bankruptcy or if any application is made to the court or meeting convened for any such purpose, this Policy will lapse and the Insured will be entitled to a pro rata return of premium less 20% of the unexpired premium. In all circumstances, no return of premium shall be allowed if the Insured has notified a Claim.

## Making a claim

Claims should be notified to CommercialPlus Limited on the telephone advice line or in writing to:

### CommercialPlus

Kircam House  
Whiffler Road  
Norwich  
NR3 2AL

Tel: 0845 040 5833  
Fax: 01603 420 010

## How to make a complaint

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a Claim you should in the first instance contact:

### The Chief Executive Officer

Qdos Broker & Underwriting Services Limited  
Qdos Court  
Rossendale Road  
Earl Shilton  
Leicestershire  
LE9 7LY

Tel: 01455 850000  
Fax: 01455 841000

Please ensure the Policy number is quoted in all correspondence to assist a quick and efficient response. In the event you remain dissatisfied and wish to make a complaint, you can do so by contacting the following:

### The Customer Relations Manager

UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ

Tel: 0845 218 2685  
Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

### **The Financial Ombudsman Service**

South Quay Plaza  
183 Marsh Wall  
Docklands  
London  
E14 9SR

Tel: 0845 080 1800

The above complaints procedure is in addition to your statutory rights. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

### **Compensation Scheme**

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event that Ageas Insurance Limited cannot meet their financial responsibilities. The FSCS will meet 90% of your claim, without any upper limit. You can obtain further information about compensation scheme arrangements from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk), or by phoning 0207 892 7300.