



FINCH

group

COMMERCIAL

Our Ref ALLI22PO03

19 September 2019

Allison Court Management Company Limited
Flat 5 Allison Court
Swindon
Wiltshire
SN2 2PF

Dear Lorna

Policy Type - Property Owners
Policy Number - RGBDX6900989ALLI22
Insurer - AXA

Policy Type - Loss Recovery
Policy Number - 13533427
Insurer - Lorega

I thank you for your instructions to renew the above policies and confirm that insurers are holding cover for twelve months as from 28/09/2019.

Should you have any queries please call me on **01256 345894**, or alternatively send me an email to **denishounsham@finchgroup.net**.

Yours sincerely

Steven Grimham

Denis Hounsham
Account Executive

FINCH GROUP COMMERCIAL

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Finch Group Commercial is a trading style of Finch Commercial Insurance Brokers Limited. Authorized and regulated by the Financial Conduct Authority Registered in England No. 307642. Registered Office: 53a Crockhamwell Road, Woodley, Reading, Berkshire, RG5 3JP





Loss Recovery Insurance Policy Schedule

Name of Insured:

Allison Court Management Company Limited

Lorega Policy Number:

13533427

Date of Issue:

19/09/2019

Start Date:

29/09/2019

End Date:

28/09/2020

Premium GBP:

60.00

IPT GBP:

7.20

Underlying Insurance Policies Covered

Insurer:	Type of Cover:	Expiry Date:	Insurer's Policy No:
AXA	Property Owners	28/09/2020	rgbdx6900989alli22

Claims Trigger GBP:

5000.00

Your Insurance Broker:

Finch Commercial - Basingstoke

Telephone:

0118 969 8855

LOREGA

36 Leadenhall Street
London EC3A 1AT

Telephone 020 7767 3070
Email info@loreaga.com

www.loreaga.com

 Follow us on Twitter
@LoregaLtd

 Or find us on Facebook

The claims service is administered by Lorega Ltd, which is authorised and regulated by the Financial Conduct Authority, reference 308694.

Loss Recovery Insurance

Commercial Policy Certificate

1. Introduction

Commercial **Loss Recovery Insurance** provides and pays for the services of an independent, **Expert Loss Adjuster** to help **you** in the preparation, negotiation and settlement of **your** insurance **claim(s)**, subject to the conditions and exclusions of this insurance and the payment of the premium, in respect of **claim(s)** occurring during the **period of insurance**.

2. Definitions

The following words shall have the same meaning wherever they appear in bold in this policy.

- a) **"Award"** The amount paid to **you** in settlement of a **claim(s)** negotiated by the **Expert Loss Adjuster**.
- b) **"Claim(s)"** A **claim(s)** notified by **you** to **your Insurer** in respect of an **insured event**.
- c) **"Commercial property and business interruption policy(ies)"** One or more policies of insurance **you** take out with one or more separate **insurers** that provide cover for Property and Business Interruption losses.
- d) **"Expert Loss Adjuster"** The person or organisation appointed by the Scheme Administrator to handle **your claim(s)**.
- e) **"Insurance Broker"** **Your** agent appointed by **you** to arrange **your commercial property and business interruption policy(ies)** and this **Loss Recovery Insurance Policy**.
- f) **"Insured Event"** An event covered by **your commercial property and business interruption policy(ies)**.
- g) **"Insured/You/Your"** The Company or Person(s) named as the **Insured** above.
- h) **"Insurer(s)"** The **Insurer** of **your Commercial Property and Business Interruption policy(ies)**.
- i) **"Loss Recovery Insurance Policy"** is this insurance that pays the fees charged for the services performed by an **Expert Loss Adjuster**.
- j) **"Nuclear Risk"**
 - a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
 - b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;
 - c. all operations carried out on any site or premises on which anything in a. or b. above is located.
- k) **"Period of Insurance"** The period as set out above.
- l) **"Scheme administrator"** or **"Lorega"**, **Lorega** Limited, 36 Leadenhall Street, London, EC3A 1AT. **Lorega** is authorised and regulated by the Financial Conduct Authority, registration number 308694.
- m) **"Underwriters/We"** **Loss Recovery Insurance** policies are fully underwritten by Hiscox Underwriting Limited on behalf of Hiscox Insurance Company Ltd (HICL). Hiscox Underwriting Ltd is authorised and regulated by the Financial Conduct Authority and Hiscox Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.
- n) **"War"** **War**, invasion, act of foreign enemies, hostilities (whether **war** be declared or not), civil **war**, rebellion, revolution, insurrection, military or usurped power.

3. The cover

The following services are provided:

- a) Access to telephone assistance through the allocated **claims** line following an **insured event**
- b) Personal attendance by the **Expert Loss Adjuster** as soon as practicable after the **insured event**, to ascertain the extent of the loss or damage and to liaise with **your Insurer(s)** or their representatives in all matters concerning the **insured event**.
- c) The **Expert Loss Adjuster** will prepare itemized schedules of valuations of all damaged or destroyed fixtures, fittings, plant, machinery and stock, for submission to **your insurers**, having regards to the terms and conditions of **your commercial property and business interruption policy(ies)** you may obtain your own independent expert valuations or opinions, but these will be at **your own expense**.
- d) In the event of damage to buildings, arranging as necessary for the examination of the building by engineers, surveyors, architects, builders or decorators and the liaison with them to assess the amount of the **claim(s)**. However, any fees charged by such persons are not part of the **Loss Recovery Insurance** and must be paid by **you** should the cost of such fees not be recoverable from **your insurer(s)**.
- e) Working with **your own accountants and auditors**, the **Expert Loss Adjuster** will prepare Schedules of Increased Costs incurred and formulate the total loss of trading profits sustained by **you**.
- f) Negotiating interim payments of the **award(s)** when the **Expert Loss Adjuster** deems it advisable having regard to the **claim(s)** and the terms and conditions of **Your commercial property and business interruption policy(ies)**.
- g) Negotiating the best practicable settlement within the limitations of **Your commercial property and business interruption policy(ies)**.
- h) Expediting **your claim(s)** with a view to reaching the earliest possible settlement with **your insurer(s)**.

4. Pre-conditions of liability to provide service

It shall be a pre-condition of the **Loss Recovery Insurance Policy** to provide the services hereunder that:

- a) **You** shall have paid a premium current at the date of the **insured event** giving rise to the **claim(s)**.
- b) **You** shall have notified **your insurance broker** as soon as practicable but in any event within 30 days of the **insured event** giving rise to the **claim(s)**.
- c) **You** are covered by a **commercial property and business interruption policy(ies)** of insurance, which is valid and enforceable at the time of the **insured event**.

5. Conditions of the scheme

The cover under this **Loss Recovery Insurance Policy** applies to all **claim(s)** made by **you** on **your commercial property and business interruption policy(ies)**, for which **your insurer(s)** have accepted liability, but subject to the following exclusions:

- a) subsidence, landslip or heave
- b) personal property or injury, product, public or employer liability **claim(s)**
- c) civil proceedings
- d) motor, aviation and marine **claim(s)**
- e) **Claims** less than £5,000 or the policy excess on **your commercial property and business interruption policy(ies)**, whichever is the greater
- f) any uninsured losses on **your commercial property and business interruption policy(ies)**
- g) losses incurred outside of the United Kingdom (Including the Isle of Man and Channel Islands) and/or losses arising from damage occurring outside of the United Kingdom (including the Isle of Man and the Channel Islands);
- h) **War or Nuclear Risks claim(s)**

Lorega retains the absolute right, without having to give reasons to decline to accept a first premium or renewal, but will return any such premium it does not accept.

Lorega may cancel a **Loss Recovery Insurance Policy** that has previously been accepted if a prosecution or civil suit is instituted against **you** in respect of the subject matter of a **claim(s)** and upon the **scheme administrator** refunding the premium **underwriters** shall cease to be under any further obligation to provide

the services hereunder before or after the policy is cancelled.

You shall notify Lorega as soon as reasonably practicable of any alterations or additions to **your commercial property and business interruption policy(ies)** and Lorega reserves the right to charge reasonable additional premium consequent upon such alterations or additions.

You shall provide annually prior to renewal a declaration of premiums payable to **your insurer(s)** on **your commercial property and business interruption policy(ies)** that are to be covered by this **Loss Recovery Insurance Policy** and the up to date sums insured thereon. Lorega reserves the right to charge reasonable additional premium consequent upon such declaration.

6. Presentation of the risk

In agreeing to insure **you** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must provide a fair presentation of the risk and must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which **you** (including **your** senior management and those responsible for arranging this **Loss Recovery Insurance Policy**) know or ought to know following a reasonable search.

If **you** fail to provide a fair presentation of the risk and **we** establish that such failure was deliberate or reckless, **we** may treat this **Loss Recovery Insurance Policy** as if it never existed and make no payment under it. **You** must reimburse all payments already made by **us** and **we** will be entitled to retain all premiums paid.

If **you** fail to provide a fair presentation of the risk but where such failure was neither deliberate nor reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** made a fair presentation of the risk, as follows:

- a) if **we** would not have provided this **Loss Recovery Insurance Policy**, **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**. **we** will refund all premiums paid; or
- b) if **we** would have provided this **Loss Recovery Insurance Policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the start of the **Period of Insurance**. This may result in **us** making no payment for a particular **claim(s)**. **You** must reimburse any payments made by **us** that **we** would not have paid if such terms had been in effect.

7. Subrogation

Notwithstanding that **you** may, before an **insured event**, have waived in writing all rights of recovery against any person, **we** may require an assignment of rights of recovery for a loss to the extent that payment is made by **underwriters**. If an assignment is sought, **you** must sign and deliver all related papers and co-operate with **underwriters**.

8. Cancellation

You have the right to cancel this **Loss Recovery Insurance Policy** during a period of 14 days after the later of the day of purchase or the day on which **you** receive **your** policy documentation. If **you** exercise this right before the cover commences **you** will be entitled to a full refund of premium. If **you** exercise this right after cover commences, **you** will be entitled to a refund, less the amount charged (on a pro-rata basis) for the period **you** were covered. To exercise this right **you** must contact **your insurance broker** at the address on the documentation provided to **you**. If **you** do not exercise **your** right to cancel then **your Loss Recovery Insurance Policy** will continue and **you** will be required to pay the premium as stated, and no refund will be made in the event of cancellation.

9. Complaints

Should **you** have a complaint regarding this **Loss Recovery Insurance Policy** please contact Lorega in writing at: 36/38 Leadenhall Street, London, EC3A 1AT or by telephone on: 0207 767 3070.

In the event **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to: Hiscox Customer Relations, 3rd Floor Mallard House, Kings Pool, 3 Peasholme Green, York, YO1 7PX, or by telephone on +44(0)1904 681 198 or by email at customer.relations@hiscox.com.

Complaints which cannot be resolved may be referred to the Financial Ombudsman Service.

Further details will be provided at the appropriate stage of the complaints process. **Your** legal rights are not affected by these complaints procedures.

10. Financial Services Compensation Scheme

We are members of the FSCS. **You** may be entitled to compensation from the scheme if **we** cannot meet our obligations. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, Tel: 0800 678 1100 or 020 7741 4100.

11. Governing Law

Unless some other law is agreed in writing, this **Loss Recovery Insurance Policy** will be governed by the laws of England.

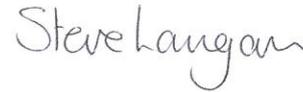
12. Fraud

If **You**, or anyone on **Your** behalf, tries to deceive us by deliberately giving **underwriters** false information or making a fraudulent **claim(s)** under this **Loss Recovery Insurance Policy** then **we** shall be entitled to serve notice to terminate this **Loss Recovery Insurance Policy** with effect from the date of the giving of false information or making of the fraudulent **claim(s)**. **We** shall be entitled to retain all premium payments and shall make no payment in respect of any **claim(s)** made after the date of termination. **You** must reimburse any payments already made under this **Loss Recovery Insurance Policy**

in relation to and **claim(s)** made after the date of termination.

13. Our promise

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of this **Loss Recovery Insurance Policy**.



Steve Langan
Managing Director, Hiscox UK

14. Claims

In respect of any **claim(s)** referred by **you** directly to the **Scheme administrator** the **Scheme administrator** acts as agent for the **underwriter** and not **you**.

IN THE EVENT OF A **CLAIM**, PLEASE CALL **YOUR INSURANCE BROKER** THE NAME AND TELEPHONE NUMBER OF WHICH CAN BE FOUND IN THE SCHEDULE.

Data Protection Notice

For the purposes of this Notice, “**We/Us/Our**” shall include Hiscox Insurance Company Limited, the coverholder and any agents.

The security of data is very important to **Us**, which **We** will handle with regard to all appropriate security measures. **We** will collect and process data (including personal information) about any person insured under this **Policy** for its administration, the handling of claims and the provision of customer services, and may share it with related entities and with trusted service providers and agents such as lawyers, as well as other parties such as anti-fraud databases, subject to proper instruction and control. **Our** handling of data is consistent with the core necessary personal data uses and disclosures set out in www.hiscox.co.uk/cookies-privacy which **You/the Insured** should review.

All data may be used by **Us** for generic risk assessment and modelling purposes but will not be used or passed to any other party for marketing products or services without **Your/the Insured’s** express consent. All data provided by **You/the Insured** about other people to be insured, such as family, friends or other associated, must be with their permission. It is **Your/the Insured’s** responsibility to inform them about **Our** use of their data.

Data will not be retained for longer than necessary and will be deleted within seven years after expiry of this **Policy**, unless it is further required for legal or regulatory reasons. **You/The Insured** have/has a number of rights in relation to the data, including the right to request a copy of the information (for which there may be a small fee), to correct any inaccuracies and in certain circumstances to have it deleted. Data transferred outside the European Economic Area will have equivalent protection.

If further information is required as to how data is processed, or as to the exercise of any rights under any data privacy laws, **You/the Insured** should contact Lorega Limited at 36 Leadenhall Street, London, EC3A 1AT Tel: 020 7767 3070 email: info@lorega.com

If **You/the Insured** are/is not satisfied with the way in which any personal data has been managed, **You/it** may complain to the Information Commissioner’s Office at:

Information Commissioner’s Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, United Kingdom
Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate)
Email: casework@ico.org.uk

LOREGA

Expert Help

When you need it

36 Leadenhall Street
London EC3A 1AT

Telephone 020 7767 3070
Email info@lorega.com
www.lorega.com

The policy is administered by Lorega Ltd, which is authorised and regulated by the Financial Conduct Authority, reference 308694.

Loss Recovery Insurance

Commercial Policy Summary

Introduction

This summary document provides key information about your Loss Recovery Insurance policy.

It does not contain the full terms and conditions of cover, which can be found in the policy wording which you should read carefully when you receive it.

Loss Recovery Insurance provides you with the services of an expert loss adjuster, to help you prepare, negotiate and settle your eligible material damage and business interruption claim(s), dependent upon the relevant sections of your commercial insurance policy being current at the time of loss.

The cover is for eligible claims within the terms and conditions of the policy, which are likely to exceed £5,000 or the policy excess, whichever is the greater value.

In the event of a claim, you should contact your insurance broker within 30 days of occurrence. They will advise us of the details of your claim and we will then contact you to arrange to visit you within the first 24 hours.

Features and benefits

In summary, our expert loss adjuster will:

1. Provide the services for eligible claims under your buildings and contents insurance policy likely to exceed £5,000 or the policy excess, whichever is the greater;
2. Provide initial telephone advice on all claims;
3. Provide personal visits on all qualifying claims;
4. Arrange interim payments from your insurers where necessary;
5. Attend meetings with insurers and handle all correspondence;
6. Organise temporary premises and equipment, surveyors, valuers and builders as required; and
7. Prepare and present your claim to your insurers and negotiate the best possible settlement to which you are entitled.

Significant exclusions

Loss Recovery Insurance excludes claims in respect of liability, marine, aviation, motor, personal property or injury, subsidence, landslip or heave claims, uninsured losses, civil proceedings and any claims outside of mainland UK.

Full details of cover are provided in section 3 of the policy certificate with further details of exclusions set out in sections 4 and 5.