



# HOME INFORMATION PACK PROTECTION INSURANCE

## POLICY WORDING

AS ARRANGED FOR MEMBERS OF  
THE ASSOCIATION OF  
HOME INFORMATION PACK PROVIDERS

## Introduction

This insurance has been designed by the Association of Home Information Pack Providers (AHIPP) to protect the fees you have incurred for the production of your Home Information Pack on the sale of your home. We hope the language and layout are clear because we want you to understand the cover we provide and your obligations.

Many of the words and phrases we use have a special meaning. We have defined the words or phrases in bold type in the definition section.

## What this insurance covers you for

The purpose of this insurance is split out into two sections:

A) If **you** were forced to take **your United Kingdom** property off the market due to one of the stated perils and by doing so invalidated **your Home Information Pack** when **you** come to put **your** property back onto the market. **We** will then reimburse **you** for the cost of updating or replacing **your Home Information Pack**, up to the policy limit shown in **your Policy Schedule** provided that **you** put **your** property back on the market within 6 months of being forced to take it off the market.

Once **we** have paid **you** up to the policy **benefit** then the policy will automatically end and so no further **benefit** can be paid. **You** must prove the loss or damage has happened and that **you** had to take **your** property off the market and so invalidating **your Home Information Pack** (or parts of it) when **you** come to put **your** property back onto the market. Please note that **your** EPC section of **your Home Information Pack** remains valid for some 3 years and therefore may not be covered under this section unless it also has to be re-done.

B) in the event that **you** failed to exchange contracts for **your home** within the **period of insurance** and in addition to the initial 28-day period, we will reimburse you the cost of **your Home Information Pack**, as long as the asking price of which is kept in line with **market value** and that the Halifax House Price Index does not drop by more than 5% in any one month or 15% during the **period of insurance**. Once **we** have paid **you** up to the policy **benefit** then the policy will automatically end and so no further **benefit** can be paid.

**You** must tell **us** about any change in circumstances which will affect this insurance. If **you** are not sure what to tell **us** please contact us anyway.

Please read this insurance, together with any endorsements and the schedule attached, very carefully. If anything is not correct, please return it immediately so **we** can change it.

**Mr Colin Sayer – Managing Director**

For and on behalf of Focus Insurance Company Limited

### IMPORTANT NOTICE

PURCHASERS OF A HOME INFORMATION PACK ARE WARNED OF THE POSSIBILITY THAT THE HOUSING MARKET CAN FALL AS WELL AS RISE AND THAT THEY, AS VENDORS OF A PROPERTY, ARE UNDER AN OBLIGATION TO ENSURE THAT THEIR PROPERTY IS MARKETED AT A PRICE WHICH REFLECTS THE **MARKET VALUE** OF THE PROPERTY IN ORDER TO BENEFIT FROM THIS INSURANCE COVER.

THIS SCHEME IS DESIGNED TO OPERATE IN NORMAL HOUSING MARKET CONDITIONS AND COVER UNDER SECTION B MAY BE WITHDRAWN WITHOUT NOTICE AT ANY TIME IF THERE IS A DRAMATIC FALL IN THE HOUSING MARKET AS SET OUT IN THIS INSURANCE.

**ARE YOU ELIGIBLE FOR COVER UNDER THIS POLICY?**

It is particularly important that **you** check that **you** may take out cover under this **policy**.

On the **start date you** must:

1. Be living lawfully in the **UK**; and
2. Be the legal owner of the **home** which **you** are selling and have arranged and paid for the **Home Information Pack**.

## **Definitions**

Many of the words and phrases **we** use have a special meaning in this insurance which are shown in bold throughout this policy wording and are shown below:

<b>Administrator</b>	Compass Underwriting Limited is the administrator <b>we</b> have appointed to administrate all sections of this policy and whose offices are situated at 1-2 Crutched Friars, London, EC3N 2HT.
<b>Agreed Sale Price</b>	the amount agreed between <b>you</b> and the estate agent(s) at which the <b>home</b> will be marketed which will not at any time during the first 30 calendar days of the HIP Period exceed the Market Value of the <b>home</b> by 5% and for the remainder of the HIP Period will not exceed the Market Value of the <b>home</b> at all.
<b>Amount insured</b>	The most <b>we</b> will pay as shown in the <b>Policy Schedule</b> . <b>You</b> can only claim one <b>benefit</b> throughout the life of this insurance policy.
<b>Benefit</b>	The sum insured amount that <b>we</b> would pay for any claim, as shown on <b>your Policy Schedule</b> . The maximum <b>we</b> would pay out is limited to £350.
<b>Building/buildings</b>	<b>Your</b> home including decorations inside, fixtures and fittings, lifts, domestic fixed fuel tanks, underground service pipes and cables, sewers and drains, terraces, patios, driveways, walls; all at the address shown in the schedule and which belong to <b>you</b> or for which <b>you</b> are legally responsible.
<b>Ceased to trade</b>	<b>You</b> are entirely out of paid <b>work</b> because <b>your</b> business has failed or the business of which <b>you</b> are a controlling director has failed, and <b>you</b> have provided accounts to <b>your</b> last day of trading and have wound up <b>your</b> business and <b>your</b> last tax return has been placed with <b>your</b> local tax office. This does not include a temporary break in trading of the business.
<b>College</b>	The Royal College of Surgeons, the Royal College of Physicians or any of the Royal College of Medical Practitioners.
<b>Consultant</b>	A medical specialist who is a member of a <b>college</b> and recognised by that <b>college</b> to be a consultant.
<b>Contents</b>	This includes all of which belong to <b>you</b> or for which <b>you</b> are legally responsible, including the following: <ol style="list-style-type: none"><li>1. Any contents including but not limited to household goods, furniture, electrical items, the contents of <b>your</b> freezer, domestic heating oil; personal property, sports equipment for personal use, radio and television aerials, satellite dishes, their fittings and masts;</li><li>2. gates, hedges and fences, footpaths, tennis courts, outdoor items including garden equipment;</li><li>3. motor vehicles, caravans and trailers, watercraft, their accessories, and sailboards or aircraft;</li><li>4. money and credit cards, debit, charge, cheque, bankers' or cashpoint cards.</li><li>5. any animal, plant or tree.</li></ol>
<b>Disability</b>	An accident or sickness certified by a <b>doctor</b> in the UK which prevents <b>you</b> from doing <b>your</b> normal <b>work</b> or any similar <b>work</b> for which <b>you</b> are reasonably qualified and <b>you</b> are not doing any other job for payment or reward.
<b>Doctor</b>	A qualified UK-registered medical practitioner registered with the General Medical Council and practising in the UK. If <b>you</b> or a <b>relative</b> are a doctor, <b>you</b> or <b>they</b> can not confirm <b>your disability</b> during a claim.

<b>Employed</b>	In <b>employment</b> .
<b>Employment</b>	<b>You</b> are actively working for payment under a permanent contract of employment or a <b>regular fixed-term contract</b> of at least 16 hours a week and paying class-1 National Insurance contributions.
<b>End date</b>	The date the insurance ends, as shown on <b>your Policy Schedule</b> .
<b>Exclusion period</b>	The period commencing on the <b>start date</b> and lasting for 30 days. Any <b>unemployment</b> of which <b>you</b> are <b>notified</b> or which occurs within this period is not covered.
<b>Family</b>	A partner, child or any other immediate family member related to you by blood, marriage or law who permanently lives with <b>you</b> .
<b>Home</b>	The <b>building you</b> own and are now selling and for which a <b>Home Information Pack</b> has been arranged.
<b>Home Information Pack</b>	The information <b>you</b> are legally required to produce, as defined by legislation and subject to change from time-to-time, to any prospective buyer of <b>your home</b> .
<b>Market Value</b>	The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion (as defined in the RICS Appraisal and Valuation Standards, 20/08/06 version).
<b>Period of insurance</b>	The time for which this insurance is in force for up to a maximum of 12 months or as shown in <b>your Policy Schedule</b> , whichever is the lessor.
<b>Policy Schedule</b>	The document which sets out the insurance cover <b>we</b> provide under the conditions of this wording.
<b>Pre-existing conditions</b>	Any medical condition, injury, illness, disease, sickness or related medical condition, and associated symptoms, whether diagnosed or not, which <b>you</b> : <ul style="list-style-type: none"> <li>a knew about or should reasonably have known about at the <b>start date</b>; or</li> <li>b have seen or arranged to see a <b>doctor</b> about during the 12 months immediately before the <b>start date</b>;</li> </ul> and which recurs within 24 months after the <b>start date</b> .
<b>Premium</b>	The amount set out in your Policy Schedule which you pay in return for cover under this policy
<b>Self-employed</b>	<b>You</b> are in a profession or <b>business</b> alone or with others and paying class-2 National Insurance <b>self-employment</b> contributions, or <b>you</b> are a <b>company director</b> .
<b>Start date</b>	The date the insurance begins, as shown on <b>your Policy Schedule</b> .
<b>Terrorism</b>	An act which can include using or threatening force or violence of any person or group of people, including biological, chemical or nuclear force, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes. This includes the intention to influence any government or to put the public, or any section of the public, in fear.
<b>Unemployed or unemployment</b>	A period during which <b>you</b> must be no longer <b>employed</b> or <b>self-employed</b> and be: <ul style="list-style-type: none"> <li>a receiving the appropriate class of National Insurance</li> </ul>

- b contribution credits;
- c available for and actively looking for work in the UK;
- c registered as unemployed with the appropriate government agency;
- d entirely without work; and
- e not receiving wages.

If you are **self-employed**, in addition to (a) to (e) above **you** must also have **ceased to trade**. If **you** are a **company director**, **your** company must have been wound up by a creditor who is not a director of that company.

<b>United Kingdom</b>	England, Wales, Scotland, Northern Ireland, the Isle of Man, and the Channel Islands.
<b>Unoccupied</b>	At the time of loss or damage <b>your home</b> has not been lived in for 30 days continuously, or does not have enough furniture to be lived in normally.
<b>We, Us, Our</b>	Focus Insurance Company Limited, registered in Gibraltar number 96218, with a registered office at 260/262 Main Street, Gibraltar.
<b>You, your, they, their</b>	The <b>home</b> owner as shown on the <b>Policy Schedule</b> .

### General Conditions (applying to the whole of this insurance)

**You** must keep to the following conditions to have the full protection of **your** policy. If **you** do not, **we** may cancel the policy, refuse **your** claim or reduce the amount of any claim payment.

#### 1. Basis on Contract

This contract is made up of your receiving a Home Information Pack from a member of the Association of Home Information Pack Providers (AHIPP) and the **Policy Schedule** and policy wording as contained within **your** pack.

#### 2. The law that applies

Unless **you** and **we** have agreed differently in writing, the laws of England and Wales will apply to this contract.

If any condition of this contract becomes invalid or illegal, or cannot be enforced, it will not affect the rest of the contract.

#### 3. Rights of third parties

Nothing contained in this contract gives anyone else any rights under the Contracts (Rights of Third Parties) Act 1999 or any legislation that amends the Act.

#### 4. Changes

**You** must immediately write and tell **us** about any change that could affect this insurance. If **you** do not tell **us** about any change to a material fact, this insurance will no longer be valid.

(Material facts are ones that might influence **our** decision to insure **you**, the conditions of the insurance or the **premium we** want to charge. If **you** are not sure whether a fact is material **you** should tell **us** about it).

In particular **you** must tell **us**:

- If **you** change **your** address
- If **your home** will be **unoccupied** for more than 30-days in a row.
- If **you** have decided to take **your home** off the market for any reason.

#### 6. Precautions

**You** must take reasonable care to keep **your home** in a good state of repair and avoid or limit any loss, damage or injury.

## 7. Other Insurances

If **you** have any other insurance policies that cover the same loss, damage or liability as this policy, **we** will only pay **our** proportionate share of any claim.

## 8. Paying premiums

The cost of this insurance will usually be specifically shown in a separate section as being included in the cost of **your Home Information Pack** as arranged by **your** insurance or estate agent. Please discuss this with **your** insurance or estate agent. If there are any changes to the current level of Insurance Premium Tax (IPT) or any new charges are placed on **us**, **we** will change **your premium** from the date any changes are put in place.

## 9. Fraudulent claims

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- make a claim under the policy knowing the claim to be false or exaggerated in any way; or
- make a statement in support of a claim known the statement to be false in any way; or
- send **us** a document in support of a claim knowing the document to be forged or false in any way; or
- make a claim for any loss or damage caused by **your** deliberate act or with **your** agreement

then **we**

- will not pay the claim;
- will not pay any other claim which has been or will be made under the policy;
- may declare the policy void;
- will be entitled to recover from **you** the amount of any claim already paid under the policy for that claim;
- shall not make any return of **your premiums**;
- may let the police know about the circumstances.

## 10. Data Protection Act 1998

To set up and administer **your** policy, **we** and the **administrator** will hold and use information about **you** supplied by **you**. **We** and/or the **administrator** may send it in confidence for processing to other companies acting on **our** and/or the **administrator's** instructions, including those outside the European Economic Area. By buying this insurance, **you** are agreeing to **us** and/or the **administrator** using **your** personal data in this way.

## 11. Claims Procedure

**You** must tell **our** administrator within 30-days or as soon as possible about any **incident** which **you** may need to claim for under this insurance. If **you** do not, **we** may not have to pay **your** claim. **You** must give **us** and **our** administrator all the co-operation **we** need and provide any documentary evidence that **we** or **our** administrator may require.

## 12. Payment of claims

**You** must keep to the following conditions to have the full protection of **your** policy. If **you** do not, **we** may cancel the policy, refuse **your** claim or reduce the amount of any claim payment.

If you have to take **your home** off the market due to one of the stated perils, **we** will settle **your** claim by reimbursing **you** for the cost of re-producing **your Home Information Pack** up to the policy limit shown in **your Policy Schedule**.

If you failed to exchange contracts on **your home** by the end of the period of insurance then we will reimburse **you** the original cost of **your Home Information Pack**.

If **you** have entered into a credit agreement to pay for **your Home Information Pack** **we** will reimburse the lender directly, including the cost of credit up to a maximum interest rate of BOE plus 2%.

If **you** miss out any important information or provide false statements in **your** any claim, **we** may not pay benefits under this insurance. Important information is information which is likely to influence whether **we** accept **your** claim for insurance. If **you** are not certain whether a fact is important, **you** should tell **us** anyway. If **you** make a claim which **we** consider to be fraudulent or exaggerated, **you** will lose all benefits under this contract and **we** will try to recover any benefits **we** have paid under that claim.

### 13. Cancellation &/or termination of your insurance

**Your** insurance will end on whichever of the following occurs first:

1. The date **you** complete the sale of your **home**.
2. 12-months from the start date of this insurance as shown in **your Policy Schedule**.
3. The date on which **your** circumstances change if such change renders the insurance invalid;
4. The date the **premium** is due in the event of the **premium** not being paid by **you** and **you** failing to put this right within 14 days;
5. **You** advise **us** in writing, within 14-days of the when **you** receive **your** policy documents, that **you** wish to cancel this policy and return **your Policy Schedule**. **We** will then cancel the insurance on the day **we** receive **your** request. **We** will refund any **premium you** may have paid unless **you** have made a claim.

After this initial 14-day period **you** are then free to cancel this insurance at any time. However, in order to cover **our** reasonable administration expenses no refund will be given.

### 14. The cover

To claim the **amount insured**, **you** must prove the loss or damage, as listed out under Section A Stated Perils, has happened within the **period of insurance** and before the **end date** and that

A) **you** were forced to take **your United Kingdom** property off the market due to one of the stated perils and by doing so invalidated **your Home Information Pack** when **you** come to put **your** property back onto the market. **We** will then reimburse **you** for the cost of updating or replacing **your Home Information Pack**, up to the policy limit shown in **your Policy Schedule** provided that **you** put **your** property back on the market within 6 months of being forced to take it off the market.

B) **you** failed to exchange contracts on **your home** by the end of the **period of insurance** as shown in **your Policy Schedule** plus a further 28-day waiting period whilst your pack could remain valid. After this period **we** will then reimburse **you** for the original cost of **your Home Information Pack**.

Section A) Stated Perils	Section A) Perils not covered
1. Loss or damage to <b>your home</b>	Scorching, singeing, melting or damage caused by smoke that happens gradually over a period of time. Any damage to <b>your contents</b> .
2. Riot, civil commotion and labour and political disturbances and strikes	Loss or damage not reported to the police within 7 days.
3. Malicious damage caused by a 3 <sup>rd</sup> party	Malicious damage caused by <b>you</b> or <b>your family</b> , by a person lawfully allowed in <b>your home</b> , when <b>your home</b> was <b>unoccupied</b> .  Loss or damage caused by forcible entry, theft or attempted theft.  If <b>your home</b> is lent, let or sublet to or occupied by someone who is not a member of <b>your family</b> .
4. The building being hit by aircraft or other flying devices or anything dropped from them, fireworks, vehicles or trains, falling aerials, masts or satellite dishes; falling trees or branches; animals, birds or insects or lampposts or telegraphic poles;	Loss or damage caused by domestic animals, birds or pets; arising from cutting down all or part of a tree or loss or damage to aerials, aerial fittings, satellite dishes or masts.

<p>5. Storm or flood</p> <p>6. Subsidence or ground heave of the site the <b>buildings</b> stand on or landslip</p> <p>7. Underground pipes, drains and cables caused by accidental breakage to the fabric to cables, underground pipes, drains and tanks.</p> <p>8. Death from any cause to any member of <b>your family</b> living in <b>your</b> property.</p> <p>9. Any <b>disability</b> that keeps any member of <b>your family</b> confined, on the orders of a <b>doctor</b> or <b>consultant</b>, to <b>your home</b>, hospital, convalescence <b>home</b> or other recognised medical institution for longer than 30 days.</p> <p>10. <b>Your</b> Involuntary <b>unemployment</b> where <b>you</b> are actively <b>employed</b> and working in <b>employment</b> or <b>self-employment</b> and have been so continuously for the previous six-months during which time <b>you</b> have not been registered as <b>unemployed</b> with the appropriate Government agency.</p>	<p>Loss or damage to gates, hedges, fences or swimming pools covers; caused by frost.</p> <p>Loss or damage when <b>your home</b> is <b>unoccupied</b> or from any domestic appliance, water beds, fish-tanks, water or drainage installations.</p> <p>Loss or damage caused by faulty design or workmanship or faulty materials; or from demolishing, structurally altering or repairing the <b>buildings</b> or for which compensation is provided by contract or legislation or from damage that started before this policy came into force or from loss of <b>market value</b> after repairs.</p> <p>Cleaning blocked drains, service covers, natural wear and tear, deterioration of materials, faulty design and drainage which did not meet the building regulations at the time of construction.</p> <p>For any member of <b>your family</b> that is aged under 1 year and over 75 years.</p> <p>Any <b>pre-existing condition</b>.</p> <p><b>your work</b> is seasonal and <b>unemployment</b> is a normal part of it, or <b>unemployment</b> is a regular feature of <b>your work</b>; it is caused by <b>your</b> resignation, voluntary <b>unemployment</b> or voluntary redundancy. This exclusion will not apply if:</p> <ol style="list-style-type: none"> <li>the <b>unemployment</b> is solely and directly as a result of becoming a <b>carer</b> but subject to <b>you</b> not being aware at the <b>start date</b> that becoming a <b>carer</b> was likely to happen; or</li> <li>the voluntary redundancy is claimed under section 147 of the 1996 Employment Rights Act due to short time working. In the event of a claim <b>you</b> will be required to produce documentation to confirm that <b>your</b> redundancy is within the terms of this Act;</li> </ol> <p><b>you</b> are dismissed by <b>your</b> misconduct, breaking a term of <b>your</b> contract, industrial action in which <b>you</b> are involved or failing to meet the standards or targets laid down by <b>your</b> employer;</p> <p><b>you</b> are <b>notified</b> about the risk of <b>unemployment</b> within the initial 30-day <b>exclusion period</b>, even though <b>your unemployment</b> may not take place until after this period</p> <p><b>you</b> knew about the possibility of <b>unemployment</b> (or in <b>our</b> reasonable opinion <b>you</b> should have known about it) at the <b>start date</b>;</p> <p><b>you</b> are a <b>self-employed</b> and cannot provide satisfactory evidence of having <b>ceased to trade</b>;</p> <p><b>you</b> refuse any offer of reasonable alternative <b>employment</b> by <b>your</b> employer, which by reason of <b>your</b> qualifications and previous experience and the location of such <b>employment</b> it would have been reasonable for <b>you</b> to accept;</p>
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11. Jury Service for any member of <b>your family</b> that lasts longer than 30 days.	Being called prior to the <b>start date</b> .
12. Quarantine imposed by any government or local authority, which restricts <b>you</b> and <b>your family's</b> movements that lasts longer than 30 days.	A quarantine being imposed prior to the <b>start date</b> .

**Section B) What is insured**

You fail to exchange contracts on **your home** within the **period of insurance** as long as:

1. **Your home** is actively marketed for the entire **period of insurance**;
2. **Your home** is marketed during the **period of insurance** at a value not exceeding the **agreed sale price**.
3. **You** have not rejected two or more offers for the **your home** that were at least ninety percent (90%) of the **market value**;
4. **You** have reasonably cooperated with all of the estate agents and/or the Pack Provider during the **period of insurance**;

**Section B) What is NOT insured**

There is no cover in the event that:

The Halifax House Price Index drops by more than 5% in any one month or 15% over the **period of insurance**.

In this event the cover provided under this Section is automatically ended until we re-confirm cover has started again in writing to **you**.

After an additional waiting period of 28-days whilst your pack remains valid. This period to run from the expiry of your policy.

**15. General Policy Exclusions (applying to the whole of this insurance)**

This insurance does not cover any claim arising, directly or indirectly, by:

1. **You** voluntarily deciding, for whatever reason, to take **your home** off the market.
2. War, invasion, **terrorism**, revolution or any similar event;
3. Pressure waves caused by aircraft and other flying devices travelling at sonic or supersonic speeds;
4. Ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning fuel;
5. The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment;
6. Pollution or contamination by any substances forces or emissions (such as radiation) or organisms, viruses or any combination of them, if the pollution or contamination did not happen suddenly, was the result of an intentional act, happened before the policy started; is not reported to **us** as soon as possible and within 30-days of the end of the **period of insurance** in which it happened;
7. We will not pay for any losses that are not directly associated with the incident that caused you to claim, unless expressly stated in this Policy;
8. Loss or damage that happens gradually over a period of time;
9. Any criminal or deliberate acts by **you** or **your family**;
10. Any reduction in market value of any property following its repair or reinstatement;
11. Any loss or damage to **your** property sustained whilst the property was unoccupied for more than a continuous 30-day period during the **period of insurance**.

**16. Dispute Resolution**

**You** and **we** agree that in the event that a claim is disputed and cannot be settled through negotiation between ourselves and/or **your** insurance agent may instruct, at our own cost, an independent Royal Institution of Chartered Surveyors (RICS) adjudicator to review the matter and make a final decision which will be binding on the parties, or if the claim relates to accident, sickness, unemployment or death, an independent arbitrator chosen by **us**.

## 17. Disability Discrimination

In accordance with the Disability Discrimination Act 1995 **we** are able to provide upon request a textphone facility, audio tapes and large print documentation. Please advise **us** if **you** require any of these services to be provided so that **we** can communicate in an appropriate manner.

## 18. Complaints Procedure

**We** always try to provide a first-class standard of service. However, if **you** have any question or complaint, either about **your** insurance or about a claim, **you** should first contact the insurance agent who sold **you** this plan. **They** will have already informed **you** of their complaints procedure. Once **you** have completed that and if **you** are still not happy, please write to the product administrator:

Customer Care Manager, Compass Underwriting Limited, 1-2 Crutched Friars, London, EC3N 2HT.

**You** can fax 020 7398 0109 or e-mail the **administrator** at [complaints@compassuw.co.uk](mailto:complaints@compassuw.co.uk). **You** need to clearly give the reason for **your** complaint. Please also make sure that **you** give the **administrator** all **your** contact details and **your** policy or claim number.

If they cannot sort **your** complaint out or **you** are still not satisfied, **you** can take the issue further, **you** will need to write to **us** at:

Customer Care Department, Focus Insurance Company Limited, 260/262 Main Street, Gibraltar. Phone + 350 200 74684, fax + 350 200 40901 or e-mail [colin.sayer@focusinsurance.gi](mailto:colin.sayer@focusinsurance.gi).

If **we** have given **you our** final response and **you** are still not satisfied, **you** may refer **your** case to the Financial Ombudsman Service (FOS) at:

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

Phone 0845 080 1800 or fax 020 7964 1001.

The FOS is an independent organisation that arbitrates on complaints about general insurance products. It will consider complaints after **we** have given **you** written confirmation that **we** have been through our full complaints procedure.

**You** have six months from the date of **our** final response in which to refer **your** complaint to the FOS.

This does not affect **your** right to take legal action.

Focus Insurance Company Limited is licensed and regulated by the Gibraltar Financial Services Commission under the Insurance Companies Act 1987 of Gibraltar and is a member of the UK's Financial Services Compensation Scheme.