



Notice to Policyholders

This notice forms part of your Victor Multi Cover Contractors Policy. Please read this notice in conjunction with your Victor Multi Cover Contractors Policy Wording; it provides details of key changes that affect your Policy.

These changes apply to your Victor Multi Cover Contractors Policy Wording from the effective date of your Policy.

What has changed?

The Financial Ombudsman Service has amended their definition of Eligible Complainants.

What does this mean to you?

The definition has been widened to enable more complainants to refer their complaints to the Ombudsman.

The section in your policy wording entitled 'Complaints Procedure' is deleted and is replaced with the following:

How to make a complaint

Should there ever be an occasion where **You** need to complain, **We** will do **Our** best to address this as quickly and fairly as possible.

We will try to resolve **Your** complaint as quickly as **We** can. If **We** are unable to do this, **We** will:

- write to **You** to acknowledge **Your** complaint
- let **You** know when **You** can expect to receive a full response
- let **You** know who is dealing with the matter.

In most instances **We** will be able to address **Your** complaint within the first few days of this being notified to **Us**. On occasion, further investigation may be necessary, but **We** will provide **You** with a full written response to **Your** complaint within eight weeks of notification.

If **Your** complaint is about the way this Policy was sold to **You**, please contact **Your** Agent to report **Your** complaint.

If **You** have a complaint regarding **Your** claim, please telephone **Us** on the number shown in **Your** claims documentation.

Alternatively, for claims or any other type of complaint, **You** can write to **Us** at the address shown below or email **Us** through **Our** website at www.ageas.co.uk/make-a-complaint (please include **Your** policy number and claim number if appropriate).

Customer Services Adviser, Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)



What to do if you are not happy with our response

In the unlikely event that **We** have not responded to **Your** complaint within eight weeks, or **You** are not happy with **Our** final response, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service but **You** must do so within six months of the date of **Our** response.

You may refer **Your** complaint to the Financial Ombudsman Service if **You** are a:

- micro-enterprise with an annual turnover or annual balance sheet of less than EUR2 million and fewer than 10 employees. For the purpose of this process, a micro-enterprise is defined as a business engaged in economic activity irrespective of the legal form, including but not limited to, self employed persons and family businesses, partnerships or associations
- small business that is not a micro-enterprise as defined above, with an annual turnover of less than £6.5 million and:
 - a fewer than 50 employees, or
 - b an annual balance sheet of less than £5 million
- charity with an annual turnover of less than £6.5 million
- trustee of a trust with a net asset value of less than £5 million
- guarantor and the complaint arises from matters relevant to their relationship with the **Business**. For the purpose of this process, guarantor is defined as someone who is not a consumer and who has given a guarantee or security in respect of an obligation or liability of a micro-enterprise or small business, as defined above.

The Ombudsman is an impartial complaints service which is free for customers to use and taking **Your** complaint to the Ombudsman does not affect **Your** right to take **Your** dispute to the courts.

You can find out more about how to complain to the Ombudsman online at www.financial-ombudsman.org.uk

Alternatively, **You** can write to them at:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

By phone: **0800 023 4567**

By email: **complaint.info@financial-ombudsman.org.uk**

Please note that if **You** do not refer **Your** complaint within the six months, the Ombudsman won't have **Our** permission to consider **Your** complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.



The following definition has been added to the Policy Definitions section of the policy to support the Communicable Disease Exclusion under General Exclusions in the policy wording.

Communicable Disease Definition

Any infectious or contagious substance or agent:

- a including but not limited to a virus, bacterium, parasite or other organism or any mutation thereof, whether deemed living or not; and
- b transmitted by any method, whether direct or indirect, including but not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals or from any animal to any human or from any human to any animal; and
- c that can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of tangible or intangible property; and
- d declared an epidemic or public emergency by the government, public authority, local authority or any other governing body responsible for public health.

Policy Exclusion 4 is deleted and replaced by the following:

- 4) any **Damage, Bodily Injury**, liability or cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, arising from or in connection with:
 - a) **Damage** to or alteration of or the reduction in functionality, availability or operation of any **System** whether owned by **You** or not and whether tangible or intangible including any **Data** where this is caused by programming or operating error by any person, acts of malicious persons, **Virus, Hacking, Phishing, Denial of Service Attack** or failure of any external network
 - b) loss, reduction in functionality, alteration, modification, distortion, erasure or corruption of, or unauthorised access to, repair, replacement, restoration or reproduction of, **Data** including any amount pertaining to the value of such **Data** whether or not caused by **Hacking**
 - c) any misinterpretation, use or misuse of **Data**
 - d) unauthorised transmission of **Data** to any third party or transmission of any **Virus**
 - e) **Damage** to any other **Property** directly or indirectly caused by, contributed to by or arising from or in connection with a cause described in a), b), c) or d) of this exclusionbut this shall not exclude accidental **Damage** to **Property Insured** which results from a **Defined Contingency**, not otherwise excluded, except for acts of malicious persons which do not involve physical force or violence.

For the purpose of this Exclusion the following definitions are amended to read:

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **System**.

System

Computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility or other equipment or component or system or item which processes, stores, transmits or receives **Data**.



The following exclusion is added to Policy Exclusions:

- 8) any **Damage**, costs or expenses directly or indirectly caused by, contributed to by or arising from:
- a **Communicable Disease**, or
 - the fear or threat (whether actual or perceived) of a) above regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not apply to:

- Notifiable Disease, Murder, Suicide, Food or Drink Poisoning of Section 7 Business Interruption ,
 - Section 10 Employers' Liability Section,
 - Section 11 Public and Products Liability Section and
 - Section 12 Personal Accident Section
- but only to the extent of cover expressly stated as being provided thereunder.

The section in your policy wording entitled 'Making a Claim' is deleted and is replaced with the following:

To make a claim please contact Ageas Insurance commercial claims department on 0345 122 3283. The line is open 24 hours a day 365 days a year. The claims handler will take full details of the claim and guide **You** through the next steps.

Alternatively **You** can email to:

commercialclaimsgloucesterteam@ageas.co.uk

or write to Commercial Claims Department Ageas Insurance Limited, Ageas House, The Square, Gloucester Business Park, Brockworth Gloucestershire GL3 4FA.

Do

- Have details of **Your** Policy number ready when notifying **Us**. **You** can find the Policy number on **The Schedule**.
- Report any incidence of loss of money, theft or attempted theft or **Damage** by malicious persons to the police immediately. **You** should obtain a crime reference number (not an incident reference number) from them if a crime has been committed.
- Carry out temporary repairs to **Your Property** to prevent further loss. Please retain all invoices for work carried out.
- Notify **Us** of any claim or any incident which may lead to a claim as soon as possible. The sooner **We** are involved, the more opportunity **We** have to resolve the claim to **Your** satisfaction. **You** must notify **Us** within seven days if the incident relates to **Damage** by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft.
- For incidents involving **Damage** to other people's **Property** or **Bodily Injury** to others; send Marsh Limited written details of the incident along with the names and addresses of any witnesses immediately. Marsh Limited will inform **You** of the action to be taken and where to send any additional information requested. Ensure that any letter, notice or other document received is unanswered and unacknowledged; immediately send it to the address Marsh Limited have advised.
- Ensure that **You** also send unanswered and unacknowledged any written claim, writ, summons or other documentation relating to a claim to the address provided by Marsh Limited and tell them of any pending prosecution, coroner's inquest or fatal accident inquiry. **You** must also provide full details of any verbal claims made against **You**.
- Ensure that any **Bodily Injury** to an **Employee** is reported to **Us** regardless of whether a formal claim has been made against **You**. **We** can then decide whether **We** need to investigate or provide advice to **You**.

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Don't

- Dispose of any evidence or damaged items - **We** may wish to see them.
- Delay sending in the claim form until **You** get the estimates - simply tell Marsh Limited on the form that they are being obtained, and send them to Marsh Limited when **You** have them.
- Admit or deny responsibility for any incident involving **Injury** to others or **Damage** to their **Property**.

What we will need

If **Your Property** is lost, damaged or stolen, to consider the claim **We** will typically need:

- Proof of ownership i.e. original purchase invoices, bank account statements or other similar evidence.
- Any available photographs, taken before and after the event, showing the **Property** would be useful.
- At least two estimates for the replacement of lost, damaged or stolen items or, if the item cannot be repaired, a letter or a report from an independent expert confirming this and the cause of the **Damage**.

For some types of claim **We** may require the following:

- evidence of bona-fide subcontractors' own public liability insurance
- evidence of inspection and waste removal at **The Premises**
- medical reports or similar evidence.

Ageas Insurance Limited

Registered address

Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

www.ageas.co.uk

Registered in England and Wales No 354568

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.

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