

## **Notes to Buildings Insurance cover for Cerne Abbas**

### **Effective 18 August 2024 – 17 August 2025**

**NB:** These notes are provided for informal guidance purposes only and must not be relied upon. Only the Policy and Schedule contain the full terms and conditions of the insurance policy, which should be inspected if you require definitive information.

**Nettleship Sawyer's terms of engagement relating to General Insurance Distribution Activities (GIDA), are set out at the end of these notes.**

#### **INSURER**

Aviva Insurance Limited is the insurer of Cerne Abbas, under policy number 100743089CPO. The insurance is renewed each year on 18 August.

The insurance broker is Gallagher, 8 Albany Park, Cabot Lane, Poole, BH17 7AZ.

A full copy of the Insurance Policy and Schedule is available by email, or in hard copy if preferred, from Nettleship Sawyer. It will also be published on the CARA website.

#### **CONTENTS**

For your assistance the following information, considered to be of most interest to owners, is detailed here: -

1. Summary of cover and exclusions.
2. Properties that are/will be empty.
3. Proposed contracts for renovations/alterations.
4. Procedures in the event of a claim – non emergency.
5. Emergency events, or critical events occurring outside office hours.
6. Insurance excess.

#### **1. Summary of cover**

**This document is intended purely to provide a summary of cover. For details of your policy limits, conditions, warranties, exclusions and conditions, please refer to your Policy Schedule and Policy Wording.**

##### **Property Damage Cover**

Insurance for damage to property is provided on an "All Risks" basis and includes outbuildings (attached to main building or detached outbuildings within the boundaries of the property), garages (attached to main building or detached outbuildings within the boundaries of the property), roads, pavements, fences, gates, patios, terraces, garden walls, underground pipes and cables, aerials and masts.

"All Risks" covers loss or damage by a range of causes examples of which include fire, lightning, earthquake, explosion, aircraft, riot, civil commotion, terrorism, malicious persons, storm, flood, falling trees, escape of water from any tank apparatus or pipe, impact, theft or attempted theft, accidental breakage of glass and sanitary fittings. In addition, insurance is provided for subsidence, ground heave or landslip. Where a property cannot be lived in as a result of damage that is insured under the policy, the insurer will pay reasonable alternative accommodation costs.

## Property Damage Exclusions

The above cover is subject to a number of exclusions including the following:

- Wear and tear, deterioration, an existing or hidden defect, faulty or defective design or materials used in construction, faulty or defective workmanship, changes in the water table and frost damage.
- Corrosion, rust, rot or fungus, shrinkage, dampness, scratching, vermin or insects.
- Mechanical or electrical breakdown.
- Cracking, fracturing, collapse or overheating of boilers and equipment.
- Pollution or contamination and damage to any building or structure caused by its own cracking or collapse unless resulting from one of the perils specified in the policy.
- Damage as a result of the movement of solid floor slabs unless there is damage to the foundations at the same time.
- Damage to gates, fences and moveable property in the open caused by wind, rain, hail, sleet, snow, flood and dust. However, this exclusion does not apply to damage to such property caused by falling trees.

## Employers Liability Cover

Protection against legal liability for bodily injury to an employee up to a limit of indemnity of £10 million including costs and expenses.

## Property Owners Liability Cover

Protection against legal liability for bodily injury to third parties and loss or damage to their property up to a limit of indemnity of £10 million.

## 2. Properties that are/will be empty for more than 90 days (Unoccupied)

The standard Policy wording defines "Unoccupied" as 45 days but there is an endorsement to the Schedule, meaning that the Unoccupancy conditions at Cerne Abbas do not have to be implemented unless your house is to be unoccupied for 90 days. Be aware of the following:

- Additional conditions and exclusions apply to "Long Term Unoccupied" properties, which means more than 26 weeks. Please refer to the Policy Wording for details.
- We recommend that you carefully check your own Contents Policy; your insurer's definition of unoccupied and their related requirements and conditions, might differ from this policy.

The following conditions must be followed to ensure continued cover in relation to Unoccupied:

If your house is to be wholly unoccupied or not in use for more than 90 consecutive days, you must inform Nettleship Sawyer so that Aviva can be notified. You may do this by email or by post, and you should include a note of your house number in any communication.

You also need to advise Nettleship Sawyer when you have returned to the property.

The exclusions, conditions or reductions in cover listed in the Policy will apply once the 90 days has passed but it should be noted that Aviva reserve have the right to amend the premium, terms, conditions and exclusions of the policy./

The conditions for Unoccupied property are set out overleaf.

If damage or loss occurs to an empty property, Aviva must be notified (whether or not the item is an insured risk) and damage must be rectified immediately.

### **Conditions for unoccupied properties for over 90 days:**

You must

- (1) carry out internal and external inspections of the buildings at least every 7 days, maintaining a log of such inspections and, as soon as possible, repair, or arrange to repair, any damage or defects found including the removal of graffiti.
- (2) remove all waste, unfixed combustible materials and gas bottles, either within or outside the buildings, from the Premises.
- (3) securely lock and close all external doors, and windows, and secure and seal all letter boxes and openings.
- (4) wherever possible, turn off all sources of power, fuel and water at the mains, chain and padlock the isolation valves, drain all water and fuel supply tanks, apparatus and pipes, however, where the buildings are protected by:
  - (a) An intruder alarm, CCTV or Fire Detection System or sprinkler installation – you must provide sufficient power, heat or water supplies for their effective operation.
  - (b) security patrols – you must provide sufficient power for safe and effective internal inspection.
- (5) tell insurers (via Nettleship Sawyer) immediately if any building at The Premises becomes Unoccupied, if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes or if the buildings are to become occupied or used.

Where the Premises are empty, vacant or disused but are tenanted, (1), (2), (3) and (4) above apply to the extent that they may be reasonably and practically implemented without frustrating or invalidating the lease, unless insurers agree otherwise in writing.

Please note that any claim may be nullified if the above procedures are not followed.

It would be helpful for Nettleship Sawyer to have a note of your contact number/email whilst the property is vacant and to have details of any key holder.

### **3. Building works**

As stated above, as part of the Unoccupancy conditions, you must tell insurers (via Nettleship Sawyer) immediately if the property is to be occupied by contractors for renovation or alterations.

Subject to detailed conditions contained in the Policy, insurers will provide cover for contracted building works if you give prior notification of the works and you agree to pay any additional premium.

### **4. Procedures in the event of a claim (non emergency)**

It is a condition of the policy that the insurer (Aviva) must be told immediately of any event or occurrence that may result in an insurance claim. Therefore, if you become aware of any such event or occurrence or if you need to make an insurance claim, please report it immediately to Nettleship Sawyer, using any of the following contact details:

01202 556491 or email us on [enquiries@nettsawyer.co.uk](mailto:enquiries@nettsawyer.co.uk)

If you telephone, you will need to follow up by email as above, or by letter to

Nettleship Sawyer Ltd, Heliting House, 35 Richmond Hill, Bournemouth, BH2 6HT.

You will need to provide your contact details, the cause of the claim, details of loss or damage, the date and time of the incident, and when and by whom it was discovered.

If the incident relates solely to your own property, Nettleship Sawyer will report the incident to the broker, who will then normally become involved in direct communications with you. The broker will provide you with instructions on how to proceed and will authorise any emergency work.

A comprehensive quotation/estimate will be required and works must be approved in advance of being undertaken, unless in the event of an extreme emergency. Sometimes more than one quote will be required.

We would expect the broker and insurer to deal swiftly and effectively with the claim but if you experience delays or problems, you should refer back to Nettleship Sawyer.

If the incident affects neighbouring properties, or relates to communal parts of Cerne Abbas, Nettleship Sawyer will liaise with the broker and insurer accordingly.

#### **5. Emergency claims and critical events occurring outside office hours**

The insurer's emergency helpline number is available 24 hours / 365 days per year:

<b>0800 015 1498</b> quoting policy number 100743089CPO
---

If you have to make an emergency claim using the above number, please notify Nettleship Sawyer as soon as possible afterwards.

#### **6. Insurance Excess**

There is an excess per claim of £500 relating to all claims except for:

- Subsidence, ground heave or landslip related claims - the excess is £1,000.
- Flood (i.e., water entering premises from, at or below ground level) - the excess is £750.

Where the claim relates purely to your property, the insurer will normally reimburse you direct for approved costs incurred, less the excess.

The owner from whose property the insured incident has occurred is responsible for the excess.

#### **Items to be read in conjunction with this note**

1. Aviva Property Owners Policy wording and Schedule (these will be published on the CARA website).
2. Nettleship Sawyer's terms of engagement relating to General Insurance Distribution Activities (GIDA), set out on the following pages.

**If you have further questions, please refer to Nettleship Sawyer, who will endeavour to assist.**

## **Introduction**

This document sets out our terms of engagement relating specifically to general insurance distribution activities (GIDA). These terms of engagement are in accordance with current RICS regulations in connection with Nettleship Sawyer's RICS Designated Professional Body (DPB) Licence. Our firm provides such insurance services incidental to our core property management and professional consultancy. The DPB licence enables us to provide these services in compliance with the Insurance Distribution Directive, which came into UK law on 1 July 2018.

## **Regulatory status**

Nettleship Sawyer Ltd is not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry out insurance distribution activity, which is broadly advising on, selling, and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Royal Institution of Chartered Surveyors (RICS). The Register can be accessed via the Financial Conduct Authority website. Enter [FCA Check the Register](#) into your browser.

## **Contact details - responsible person**

Agnes Sawyer (address at foot of page, tel 01202 556491 or mobile: 07710 426684, email: [agnes@nettsawyer.co.uk](mailto:agnes@nettsawyer.co.uk) the person with overall responsibility for supervision, will be pleased to provide further information and deal with any queries you may have.

## **GIDA services provided by Nettleship Sawyer**

Nettleship Sawyer may provide you with some or all of the following GIDA related services as part of our terms of engagement:

1. Arranging and paying for buildings and other insurances.
2. Introducing you to a broker or insurer with whom we have contact.
3. Completing a proposal form on your behalf and/or sending the form a broker/insurer.
4. Updating insurers regarding rents passing, occupancy and any other relevant matters of which we are aware.
5. Paying the insurance premium, whether via your funds held in our client account or by payment provided by you.
6. Notifying claims to insurers.
7. Completing claim forms.
8. Assisting with and/or negotiating settlement of insurance claims.

We may provide you with other insurance related services as well, such as collecting premium monies from tenants and advising on minimum insurance reinstatement values, but these services are not "Regulated activities".

## **Arranging insurance**

We can arrange insurance cover to meet your insurance requirements via a broker. We will if required provide you with information about insurance products available, but we will not provide advice or any recommendation; you will need to make your own choice about how to proceed.

Full details of the services we provide and the charges for those services (whether included in our annual management fee or chargeable separately), are set out in the management agreement (where applicable), or in our standing terms of engagement where we do not provide day to day management services. In either case, our services and charges may be amended by subsequent correspondence.

In advance of concluding any contract of insurance on your behalf we will issue a brief statement of your specific demands and needs based on the information we have available on our files and the information that you have provided.

## **Your Duty of Fair Presentation (duty of disclosure)**

You will need to read all insurance documents we send to you very carefully and let us know immediately if any information is incorrect or requires updating. It is your duty, under the Insurance Act, to inform us prior to the renewal date of any changes, along with details of any other changes in material facts. If you are in any doubt as to whether any information should be disclosed, please contact us. If you fail to make a fair presentation of the risk it could result in additional terms or warranties being applied from inception of the policy or any claim payment being proportionately reduced. In some cases, this could result in your policy being declared void by an insurer and your premiums returned. Any deliberate or reckless breach of the duty of fair presentation could result in your policy being declared void by an insurer with no refund of premium.

### Broker's selection of insurance

Any broker with whom we have contact will select a policy on your behalf based on one of the following:

- i) A fair analysis of the market in order to identify a suitable product.
- ii) An approach to a limited number of insurers with whom they habitually deal.
- iii) Via another insurance intermediary.
- iv) An offer of cover from a single insurer to satisfy your needs.

Full details of the selection process will be provided in the renewal proposal letter. The broker will be happy to discuss with you, or with us on your behalf, the scope and outcome of their search. You have a right to see a list of insurers that the broker works with and/or has approached on any renewal.

### Receipt of share of Broker commissions or other remuneration

We will seek your prior consent if the broker or insurer proposes to pay us any commission or any other form of remuneration. We will require your consent for this on each occasion. We will not accept the commission from the broker until we have received your express consent in writing (by post or email). In circumstances where the commission has been received, it will be held to order in our client account until we have your consent.

### RICS Clients' Money Protection Scheme

Any claim against Nettleship Sawyer for loss arising out of GIDA, which is not met in full by Nettleship Sawyer, may be met by the RICS Clients' Money Protection Scheme. Further details are available upon request.

### Complaints procedure

Nettleship Sawyer operates a complaints procedure. The person appointed to handle complaints is Agnes Sawyer.

If we are unable to agree on how to resolve your complaint you have the option to refer your complaint to an independent dispute resolution service, as approved by the RICS.

If you are a **private individual** there are separate pathways for dispute resolution depending upon the service we provided:

- a) If your complaint relates to estate agency sales and lettings, or to property management, you may use The Property Ombudsman (TPO), Milford House, 43-55 Milford Street, Salisbury, SP1 2BP. Tel: 01722 333306. Enter **TPO complaints** into your browser. Nettleship Sawyer is a member of TPO.
- b) If your complaint relates to any other surveying services (except estates agency sales, lettings and property management) you may use the Centre for Effective Dispute Resolution (CEDR), 70 Fleet Street, London, EC4Y 1EU. Tel: 020 7536 6116. Enter **CEDR complaints** into your browser.

If you are a **business client**, the Arbitration Procedure for Surveying Disputes is operated by CEDR, 70 Fleet Street, London, EC4Y 1EU, which operates alternative dispute resolution and arbitration schemes. Enter **CEDR commercial complaints** into your browser.

Our full complaints procedure is available on request.