



## Build Assure Domestic & Commercial Small Works up to £1m

### Build Assure Value, 2, 6 or 10 Year Latent Defects Insurance Policy

*Important Note: This policy is a legal document and must be kept safe at all times. This policy must be read in conjunction with **your Build Assure Domestic and Commercial Value, 2, 6 and 10 Certificate of Insurance**. If **you** do not understand any of this policy **we** strongly advise **you** take independent legal advice.*

Welcome to **your Build Assure** policy. It is important that **you** understand what is, and what is not covered. **You** will need to read the policy, the definitions and conditions carefully for the full details of cover. In summary, subject to any additional terms and conditions stated on the **certificate of insurance** and subject to any future amendments in terms and conditions which **we** may make by way of an endorsement to the **certificate of insurance**, the policy indemnifies **you** in respect of 2 or more distinct phases in the build process:

Section 1 indemnifies **you** if **your builder ceases to trade** due to insolvency in respect of the loss of any **deposit** or **advance payment** made by **you** to **your builder** before the **works** commence.

Section 2 indemnifies **you** against costs to **you** if **your builder ceases to trade** due to insolvency or a **refusal** to come back on site for the repair of certain types of damage as defined in the policy caused by **latent defects** in the building work which **your builder** carried out during the **construction phase**.

Section 3 covers **you** for **latent defects** which occur in **your** property after **the works** have been completed up until the **policy expiry date**.

If **your builder** does not meet its obligations **Build Assure** will help to resolve a dispute between **you** and the **builder** by giving **you** advice about the extent of cover available and the **builder's** responsibility to rectify damage caused by **latent defects**. If **Build Assure** advise that repairs are covered by the policy but the **builder** does not do the repair work, **we** will step in and either pay for it up to the limit for that section of **your** policy always subject to the **insured value** as shown on **your certificate of insurance**, or if **we** consider it possible **we** will arrange and pay for another **registered builder** to carry out the necessary repairs as assessed by **Build Assure** up to the limit for that section of **your** policy always subject to the **insured value** as shown on **your certificate of insurance**.

This policy is an agreement between **you** and **us** (Evolution Insurance Company Limited), entered into by **you** or **your Builder**. It is based on the details provided to **us** by the **builder** and by **you** at the time of application for the insurance. If any of those details change **you** must let **us** know, otherwise it may invalidate the insurance.

Please make sure that **you** read the conditions which apply to this policy. It is also important to read the **certificate of insurance**, as it will tell **you** what term of cover applies and any other terms and conditions that apply specifically to **your** policy.

Certain words have specific meanings when they appear in this policy. These meanings are shown under **definitions**. These words are printed in bold type.

**You** may only make a claim under this policy whilst **you** are the current **owner**. **You** are not entitled to make or continue a claim under this policy once **you** have sold or otherwise disposed of **your** interest in the insured **works** and **your Build Assure** policy will automatically be terminated at the time of any sale or disposal. The benefits of this policy may be transferred to a new **owner** or **leaseholder**, but only after obtaining agreement in writing from **Build Assure** in accordance with Condition 8 below.

An **excess** shall apply to all claims under this policy.

#### **Your Cancellation Rights**

**You** have the right to cancel this policy however **we** are unable to return to **you** any premium paid to **us**.



**You** will need to contact **Build Assure** for details of any refund. **We** understand an administration charge will be deducted by **them**. Any request for cancellation must be received by **Build Assure** within 14 days of the **agreed start date** of the **works** that are the subject of this policy.

**Build Assure** can be contacted at:

4 Brooklands Avenue

Cambridge

CB2 8BB

Tel: 01223 508407

Fax: 01223 300848

Email: buildassure@fmb.org.uk

## Data Protection Act 1998

It is understood by **you** that any information provided to **us** regarding **you** will be processed by **us** in compliance with the provision of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

## Important Note about Cancellation

Before **you** decide to cancel the insurance it is important to check with **your** lender that **you** will not breach any conditions of any loan. **You** may also want to consider whether cancellation could affect the ability of any subsequent buyer to obtain a mortgage. If **you** are in any doubt whatsoever we urge you to take independent legal advice.

## Definitions

Certain words have specific meanings when they appear in this policy in bold type. These meanings are shown below.

### Advance Payment/Deposit

A payment made by **you** by way of a deposit or prepayment to **your builder** in accordance with the terms of the **contract** which is made before the **agreed start date**.

### Agreed Start Date

The date declared to **Build Assure** as the date on which the **works** were scheduled to commence as shown on the **certificate of insurance**.

### Build Assure

**Build Assure** is the trading name of FMB Insurance Services Ltd

### Build Assure Certificate of Insurance/Certificate of Insurance

The certificate issued by **us** when the **works** have been registered with **us** and the premium has been received by us that signifies that cover is in place and which shall form part of this policy.

### Builder

**Your builder** as named on the **Certificate of Insurance** and in **your building contract**.

### Building Contract/Contract

The documents including drawings, specifications, quotations, estimates, payment schedule, FMB building contract or any exchange of correspondence which comprises the agreement between **you** and **your builder** for the construction of the **works**.

### Building Regulations

The statutory instrument laid before parliament that governed the construction of the **works** at the time the 'notice to build' was deposited with the building control authority.



<b>Ceased to Trade</b>	<ul style="list-style-type: none"> <li>• in respect of a Limited Company: Liquidation, Receivership, Administration, Strike-off or dissolution whether voluntary or compulsory and</li> <li>• in respect of a Sole Trader or Partnership, Bankruptcy, total incapacity or death of the principal(s) where it can be shown that the <b>builder</b> is no longer trading in any shape or form.</li> </ul>
<b>Charge</b>	Administration fee as applicable.
<b>Claim Made Date</b>	The date the claim form was first received by <b>us</b> .
<b>Completion Date</b>	The date shown as the Expected <b>completion date</b> on the <b>certificate of insurance</b> or the actual <b>completion date</b> as notified to <b>Build Assure</b> in writing within 30 days of the <b>works</b> being completed and shown on an endorsement to the <b>certificate of insurance</b> .
<b>Construction Phase</b>	The period of time between the <b>agreed start date</b> and the <b>completion date</b> which shall be no more than 15 months in duration
<b>Contract Price</b>	The amount including VAT (if applicable) declared to <b>us</b> by <b>you</b> and the <b>builder</b> for the <b>works</b> as stated in the <b>building contract</b> final account and on the <b>certificate of insurance</b> .
<b>Excess</b>	The amount of each claim which is payable by <b>you</b> .
<b>Exclusions</b>	What <b>we</b> will not pay for.
<b>Expected Completion Date/Expiry Date/Policy Expiry Date</b>	The date shown on the <b>certificate of insurance</b> as the <b>expiry date</b> which is the date on which the policy shall expire and no claim shall be capable of being made under this policy. <b>We</b> shall not be liable for any claims received by <b>us</b> after the <b>expiry date</b> .
<b>FMB</b>	<b>Federation of Master Builders.</b>
<b>Insured Value</b>	The sum agreed by <b>us</b> and shown on the <b>certificate of insurance</b> which is the maximum sum <b>we</b> will ever be liable to pay under this policy for all sections combined for any one claim or series of claims and which includes any works of investigation.
<b>Latent Defect(s)</b>	A defect in <b>work</b> or materials which is unseen at the time the <b>work</b> is carried out but which later causes <b>physical damage</b> or <b>major physical damage</b> in accordance with the policy wording.
<b>Major Physical Damage</b>	A material difference in the physical condition of a load bearing structural element of the <b>works</b> from its intended physical condition and which affects the structural stability or resistance to damp and water penetration.
<b>Maximum liability</b>	<b>Our</b> total liability under this policy shall not exceed the <b>insured value</b> for any one claim or series of claims.
<b>Mitigate your loss/Mitigate</b>	In the event that <b>you</b> discover something which could lead to loss under any section of the policy it is <b>your</b> duty to take reasonable steps and actions necessary to reduce the financial consequences of that loss and failure to do so may reduce <b>your</b> ability to make a claim under this policy.



<b>Owner/Leaseholder/You/Your</b>	The persons named in the <b>certificate of insurance</b> as holding the freehold, commonhold or leasehold interest in the property where the <b>works</b> are to be/have been carried out.
<b>Physical Damage</b>	A material difference in the physical condition of the <b>works</b> from its intended physical condition which develops after completion of the <b>works</b> . Or, in the case of claims under Section 2 only, after completion of any element of construction during the <b>works</b> .
<b>Professional Fees</b>	Fees payable to a chartered architect, structural engineer or chartered surveyor in connection with a valid claim
<b>Qualifying Builder</b>	A <b>Build Assure</b> member or an <b>FMB</b> member who has had their work independently inspected as part of their continued membership to <b>FMB</b> prior to the issue date on the <b>certificate of insurance</b> .
<b>Refusal</b>	Written confirmation from the <b>builder</b> to <b>Build Assure</b> that they are unwilling to rectify <b>physical damage</b> , or <b>major physical damage, or latent defects</b> in the <b>works</b> , or the failure of the <b>builder</b> to respond to a written request by <b>Build Assure</b> to undertake the necessary works within 28 days of such written request.
<b>Registered Builder</b>	A member of <b>Build Assure</b> .
<b>Requirements</b>	The standard of construction required in order to comply with the <b>building regulations</b> and Codes of Practice and European standards in force at the time when the appropriate 'notice to build' in respect of the <b>works</b> was deposited with the Building Control Authority for the purposes of the <b>building regulations</b> . For the avoidance of doubt, <b>requirements</b> is not to be taken to include Planning Authority conditions. Where the <b>works</b> are exempt from <b>building regulations</b> the appropriate British Standard, Codes of Practice or European standard in force at the <b>agreed start date</b> shall apply.
<b>We/Our/Us</b>	Evolution Insurance Company Limited
<b>Works</b>	<p>The alteration, conversion, extension as described in the <b>building contract</b> and/or the <b>certificate of insurance</b> and submitted to us at the time of application for the insurance or, by later variation, submitted as part of any changes to the development. The <b>works</b> do not include anything that is:</p> <ul style="list-style-type: none"> <li>• not included in the <b>building contract</b>,</li> <li>• not built or supplied by the <b>builder</b>,</li> <li>• added in addition to the <b>building contract</b> and not notified to <b>us</b> and agreed by <b>us</b> in advance,</li> <li>• not owned by <b>you</b>.</li> </ul>



### What is covered and is not covered under this policy:

#### SECTION 1 – Pre Construction Phase Advance Payment and Deposit Indemnity

If **your builder** fails to carry out **works** to the value of any **advance payment you** gave the **builder**, in accordance with the terms of the **contract**, before the **agreed start date** and if the **builder** failed to carry out the **works** because the **builder** has **ceased to trade**, we will at **our** sole option indemnify **you** up to 10% of the **insured value** (subject to the **maximum liability**) by either:

- (a) Appointing and paying for another **registered builder** to carry out **work** to the value of **work you** have paid for but not received ; or
- (b) Pay to **you** an amount equal to the amount of the **advance payment you** made to **your builder** before it **ceased to trade** taking into account the value of any **work the builder** carried out before it **ceased to trade**.

#### EXCLUSIONS

What **we** will not pay under Section 1:

- Any sum where Section 1 is not included in the **certificate of insurance**
- Any sum exceeding 10% of the **insured value** declared to **us**.
- Claims for anything that is not part of the **works**
- Any work that exceeds the original specification for the **works** or the **requirements**
- Compensation for death, injury to the body or mental health, loss of enjoyment, use, inconvenience, income, business opportunity, stress or any other consequential or financial loss of any description
- Any claim made in respect of an advance payment made more than 45 days before the **agreed start date** as stated on the **certificate of insurance**
- Any claim received by **us** more than 30 days after the **agreed start date** as stated on the **certificate of insurance**
- The first £350 of any claim
- Any claim where **we** suspect any form of fraud or overstatement
- Any claim which has resulted from any act or war, terrorism, nuclear incident or national emergency;
- Any claim which is illegal under the laws of England & Wales;
- Any claim where **you** are in breach of any term of the contract with **your builder**;





## **SECTION 2 – During Construction Phase**

If **you** identify **latent defects** in work carried out by **your builder** and

- where these **latent defects** have been caused by a failure of the **builder** to comply with the **requirements** in the construction of the **works** or
- where the **latent defects** have been discovered and reported to **us** and received by **us** in writing during the **construction phase** or
- where **your builder** has failed to repair these **latent defects** within 30 days of being ordered to do so by **Build Assure** due to **ceasing to trade** or, in the case of a **qualifying builder**, due to **refusal** after following the **Build Assure** conciliation procedure

then **we** will pay the reasonable cost of repair and rectification of these **latent defects** and the reasonable cost of **professional fees** incurred in connection with **your** claim or wherever possible arrange and pay for a **registered builder** to carry out the repairs up to 10% of the **insured value** (subject to the **maximum liability**).

## **EXCLUSIONS**

What **we** will not pay under **Section 2**:

- Any sum where Section 2 is not included in the **certificate of insurance**.
- Claims for anything that is not part of the **works**
- Anything excluded on the **certificate of insurance**.
- Any sum exceeding 10% of the **insured value** declared to **us** by the **builder** or by **you**.
- Claims for any loss that is caused by anything other than the failure by the **builder** to build to the **requirements**
- Anything that exceeds the original specification for the **works**.
- Any loss resulting from flooding or a change in the water table level, including water logging of gardens.
- Any sum in connection with death, injury to the body or mental health, loss of enjoyment, use, income, business opportunity, sales opportunity, or inconvenience, stress or any other consequential or financial loss of any description.
- Any claim or contribution to a claim where cover is available under another insurance policy, or where some other form of compensation or damages is available to **you**.
- Additional costs arising from unreasonable delays in reporting a claim either to **us** or the **builder**
- Any reduction in the value of the **works** or the building that contains the **works**.
- Sums in connection with or caused to or by the presence of a swimming pool, lift or lift shaft, escalator, or associated plant and equipment.
- Any loss caused by storm force conditions.
- Claims for the prevention of, or any loss caused by surface or any other form of condensation.
- Claims for wear, tear, neglect, lack of maintenance, scratching, chipping, staining, fading, efflorescence, changes in colour, opacity or texture.
- Any loss due to or arising from any alteration, modification or addition to the **works** after the issue date of the **certificate of insurance**.
- Any costs that have been taken into



account by the **builder** or by **us** in connection with a claim from a previous **owner**.

- Any claim received by **us** more than 15 months after the **agreed start date** or any claim in respect of a loss which occurred after the **completion date**.
- Anything that **you** knew about when **you** purchased the **works** including any items mentioned in a Home Condition Report or survey.
- Any loss or damage directly or indirectly caused by pollution, contamination or ionising radiation, subsidence, landslip or earthquake.
- Anything for which a sum of money has been withheld by the **insured** which would have been payable to the **builder**.
- Any claim for **refusal** where the **builder** is not a **qualifying builder**.
- The first £350 of any claim.
- Any claim where **we** suspect any form of fraud.
- Any claim which has resulted from any act of war, terrorism, nuclear incident or national emergency;
- Any claim which is illegal under the laws of England & Wales;
- Any claim where **you** are in breach of any term of the contract with **your builder**.

### **Section 3 – Latent Defects which occur after Completion Date**

Where **latent defects** have been identified and verified by **Build Assure** and the **owner** has made a request in writing that the **builder** meet one or more of the costs listed below and the **builder** has **ceased to trade**, or, in the case of a **qualifying builder**, after following the **Build Assure** conciliation procedure unreasonably refuses to meet such costs or to carry out repairs as recommended by **Build Assure** we will either at **our** sole option:

- (a) Pay the reasonable cost of repairing manifest **physical damage** and **major physical damage** to the **works** which is caused by a failure of the **builder** to comply with the **requirements** in the construction of the **works**
- (b) Pay the reasonable cost of professional fees incurred by **you** in connection with **your** claim, but only after **we** have given **our** written consent to such costs being incurred and subject

### **EXCLUSIONS**

What **we** will not pay under **Section 3**:

- Any sum where Section 3 is not included in the **certificate of insurance**.
- Any claim reported for the first time to **us** after the **expiry date** of **your** insurance.
- Any claim made before the **builder's** final account has been paid.
- Claims for anything that is not part of the **works**.
- Anything excluded on the **certificate of insurance**.
- Anything that exceeds the original specification for the **works** unless notified and agreed by **us** in writing at or before completion of the **works**.
- Any sum that exceeds the **insured value**.
- Claims for any loss that is caused by anything other than the failure by the **builder** to build to the **requirements**.
- Any loss resulting from flooding or a change in the water table level, including water logging of gardens.
- Any sum in connection with death, injury



to these costs being included in the calculation of the **insured value**  
Or wherever possible arrange and pay for a **registered builder** to carry out the repairs.

Please note this section of the policy is limited as follows:

This section does not apply in relation to **Build Assure** Value;

In respect of the **Build Assure 2** Policy, only valid claims where the **claim made date** is prior to 24 months after the **completion date**;  
In respect of the **Build Assure 6** policy, only valid claims where the **claim made date** is prior to 72 months after the **completion date**; and

In respect of the **Build Assure 10** policy only valid claims where the **claim made date** is prior to 120 months after the **completion date**.

to the body or mental health, loss of enjoyment, use, income, business opportunity, or inconvenience, stress or any other consequential or financial loss of any description.

- Any claim or contribution to a claim where cover is available under another insurance policy, or where some other form of compensation or damages is available to **you**
- Any loss or damage directly or indirectly caused by pollution, contamination or ionising radiation, subsidence, landslip or earthquake.
- Additional costs arising from unreasonable delays in reporting a claim either to **us** or the **builder**
- Any reduction in the value of the **works** or the building that contains the **works**
- Sums in connection with or caused to or by the presence of a swimming pool, lift or lift shaft, escalator, or associated plant and equipment.
- Any loss caused by storm force conditions.
- Claims for the prevention of, or any loss caused by surface or any other form of condensation
- Claims for wear, tear, neglect, lack of maintenance, scratching, chipping, staining, fading, efflorescence, changes in colour, opacity or texture.
- Any loss due to or arising from any alteration, modification or addition to the **works** after the issue date of the **certificate of insurance**.
- Any costs that have been taken into account by the **builder** or by **us** in connection with a claim from a previous **owner**
- Anything for which a sum of money has been withheld by the **insured** which would have been payable to the **builder**.
- Anything that **you** knew about when **you** purchased the **works** including any items mentioned in a Home Condition Report or survey.
- In respect of the **Build Assure 2** Policy any claim for **physical damage** where the **claim made date** is more than 6 months after the **completion date** or for all other types of loss any claim where the **claim made date** is more than 24 months after the **completion date**.
- In respect of the **Build Assure 6** Policy any claim for **physical damage** where the **claim made date** is more than 24 months





after the **completion date** or for all other types of loss any claim where the **claim made date** is more than 72 months after the **completion date**.

- In respect of the **Build Assure 10** Policy any claim for **physical damage** where the **claim made date** is more than 24 months after the **completion date** or for all other types of loss any claim where the **claim made date** is more than 120 months after the **completion date**.
- The first £350 of any claim.
- Any claim where **we** suspect any form of fraud.
- Any claim which has resulted from any act or war, terrorism, nuclear incident or national emergency.
- Any claim which is illegal under the laws of England & Wales;
- Any claim where **you** are in breach of any term of the contract with **your builder**.

## **Conditions**

The following conditions shall apply to all sections of this policy

### **1. Claims Notification**

On discovery of any item of claim, or on receiving a statutory notice, or an indication that such a notice is likely to be served, which is likely to give rise to a claim under this insurance **you** shall as soon as reasonably possible:

- a) Take all reasonable steps to prevent and **mitigate** further loss, *and*
- b) Give written notice to the **builder**, *and*
- c) If the **builder** has **ceased to trade** or **refuses** (**qualifying builders** only) to carry out remedial action **you** must give written notice via post to **Build Assure at Claims Department, Build Assure, 4 Brooklands Avenue, Cambridge CB2 8BB** or via email at: **buildassure@fmb.org.uk** and follow the conciliation procedure. If the **Builder** does not comply with the recommendations of the **Build Assure** conciliation procedure the claim will be referred to **us** for consideration under the terms of this policy.
- d) If requested by **us** and at **your** expense, **you** must submit in writing full details of the claim and supply all reports, plans, contracts, certificates, specifications, quantities, statutory notices or other information and assistance as **we** may require to verify the claim. Please note, no claims can be accepted by **us** unless a full original copy of the **contract** is provided to **us**.
- e) Advice of Claims and supporting information sent via post in the case of recorded or special delivery shall be deemed to have been received by **us** on the date the package was signed for or if via first or second class on the date **Build Assure** say it was received. Advice of claims and supporting information sent via email shall be deemed to have been received by **Build Assure** on the date **Build Assure** say it was received.

### **2. Your Obligations**

- a) Before a claim can be considered under the terms of this policy **you** must have followed the claims notification procedure in Condition 1. above.
- b) **You** must permit the **builder**, **Build Assure** and **us** or **our** appointed agents such access to the **works** as is necessary in order to determine liability or establish the nature of the remedial action or to carry out repairs or other remedial action. This access is necessary in order for the terms of this policy to be honoured and if such access is withheld no claim shall be accepted.



### 3. Our Rights

In the event of **us** accepting a claim under this policy **we** and **our** agents shall be entitled to have reasonable access to the **works** and shall also be entitled to remain in occupation as is necessary in order to carry out proper repairs to **our** satisfaction. For the avoidance of doubt, where reasonable access cannot be gained to the **works**, no claim shall be accepted. Access costs for investigative work or any rectification will be taken into account by **us** as part of the overall claims cost and deducted from any **insured value** as shown on **your certificate of insurance** if **we** agree that a claim is payable.

### 4. Our Liability to You

When calculating **our** liability to **you** for any valid claim **we** will take into account any monies withheld by **you** and not paid by **you** to **your builder** for whatever reason. Furthermore when assessing **our** liability for any claim **we** will use **your** contract between **you** and **your builder** to identify which **works** are covered under the policy. For this reason it is most important **you** supply a copy of **your** contract which details the **works** to be carried out. It is also important that **you** keep an original of **your** contract and/or all written documentation safe at all times.

### 5. Recoveries from Third Parties

**We** are entitled to take proceedings at **our** own expense, but in **your** name, to secure compensation from any third party in respect of any claim accepted under this policy.

### 6. Abandonment

No property may be abandoned to **us**.

### 7. Fraud

If any claim under this insurance is fraudulent in any respect, or if any fraudulent means or devices are used by **you**, or anyone acting on **your** behalf to obtain benefit under this policy, all benefits contained in this policy shall be forfeited.

### 8. Retention

Any monies retained or withheld by **you** from the **builder** under the terms of a contract or for any reason shall be taken into consideration and offset against any claim made under this policy. **We** shall have the option to refuse to accept any claim under this policy until a dispute over retention monies between **you** and the **builder** has been settled.

### 9. Notification of Change of Ownership

**You** shall notify **us** of any change of ownership of the freehold, commonhold or leasehold interest in the **works**. A charge is made by **Build Assure** for this service.

### 10. Limitation of Our liability

**Our** liability is limited to the insurance included in this policy only. Any site inspections or other risk control procedures adopted by **us** are solely for **our** benefit and do not confirm or imply that the **work** is or will be free of defects or damage.

### 11. Governing law and jurisdiction

This policy will be governed by English Law and subject to the jurisdiction of the English Courts.

### 12. Termination

This policy shall be terminated without refund of premium in the event that the **works** are destroyed by a cause other than that insured against in this policy, or **we** have paid **our maximum liability** under any section of this policy as indicated by **your certificate of insurance**.

### 13. Amendments and Endorsements

**We** may make amendments to **your** policy at any time. Amendments to this policy will be made by way of endorsement to the **certificate of insurance** and a copy of the endorsement will be sent to **you** which **you** must keep with your policy at all times. **Build Assure** reserves the right to charge **you** an administration fee for changes made at your request to your policy.



#### 14. Average

Where a sum insured is deemed by **us** to be less than the **contract price**, **we** shall apply the principles of average and **You** will be responsible for any difference in insured value and/or bear a proportionate share of the loss.

#### 15. Excess

All claims shall be subject to an **excess** payable by the policyholder as detailed in the Insurance section above.

#### 16. Duty of Disclosure

**You** must disclose to **us** any information that might influence **us** in assessing or determining whether to accept this insurance, and/or the **works** to be covered under this policy of insurance. Under English Law, failure to do so may entitle **us** to avoid cover from inception and seek repayment of any claim paid. If **you** are in any doubt as to whether information is material **you** should disclose it.

#### 17. Complaints

**We** endeavour to deal with all claims sympathetically. However, **we** recognise that disputes can arise from time to time. If **you** wish to dispute a claim or if **you** are dissatisfied with the way in which **we** have dealt with a claim, **we** suggest **you** adopt the following procedure:

##### Stage 1

Contact the Director, **Build Assure**, 4 Brooklands Avenue, Cambridge CB2 8BB in writing or send an email to: **buildassure@fmb.org.uk**.

##### Stage 2

If **you** remain dissatisfied, short of court action, **you** may choose to refer any dispute or difference with regard to the policy to the Chief Executive, Evolution Insurance Company Limited, Level 2, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar. Or e-mail: **info@evo-insurance.com**

Alternatively, if **you** are still unhappy with the way **we** have dealt with **your** complaint **you** may have the right to ask the Financial Ombudsman Service to review **your** case (see where to get advice or assistance below).

#### Where to get advice or assistance

- **Citizens Advice Bureau:** See **your** local telephone directory for their address and telephone number
- **Financial Ombudsman Service:** South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Tel: 0845 080 1800

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation should **we** be unable to meet **our** obligations. Further information is available on <http://www.fscs.org.uk> or **you** may contact the FSCS on 020 7892 7300.