Policy Wording

Storage Container Contents Insurance

Ver 001_001 0926

Mark Bates Ltd
THE HOME OF PREMIER CARE

Important

This policy wording should be read together with **your** policy **schedule**, the Insurance Product Information Document and any **endorsements**. The **schedule** will show the cover selected, the **storage facility**, the **sum insured**, the **period of insurance** and any special terms that apply.

This insurance is administered by **Mark Bates Ltd** and underwritten by China Taiping Insurance (UK) Company Limited.

Mark Bates Ltd is authorised and regulated by the Financial Conduct Authority under reference number 308390. China Taiping Insurance (UK) Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 202690.

How to contact us

What you need help with	Telephone	Email
Insurance queries, updating details, clarifying cover, renewing **your** policy, making a payment, help with documents or the website	01476 513781	enquiries@markbatesltd.com
Claims	01476 514471	claims@markbatesltd.com
Complaints	01476 593887	complaints@markbatesltd.com
Cancellations	01476 591104	cancellations@markbatesltd.com

Welcome to your policy

Thank **you** for choosing **Mark Bates Ltd**. This policy is designed to protect contents stored at the **storage facility** shown in **your schedule**, during the **period of insurance**, against the **insured events** listed in this wording.

The policy is not an all risks or **accidental damage** policy. It only covers loss or damage caused by the **insured events** described in this policy, subject to the terms, conditions, limits and exclusions shown in this wording, **your schedule** and any **endorsements**.

Words shown in bold have the meanings given in the policy definitions section. Headings are included to make the policy easier to follow, but they do not change the cover.

General information you should know

Take care: You need to take reasonable steps to prevent accidents, loss or damage, and **you** must follow all policy terms and conditions. If **you** do not, the **insurer** may reduce or refuse a claim where the law allows.

- Check regularly that the storage location remains suitable and secure.
- Deal promptly with known issues that could cause damage or loss.
- Keep accurate records, receipts and proof of purchase where the policy may require them.
- Tell **us** as soon as possible if anything changes that may affect the risk.

Agreement between you and the insurer: The **insurer** will pay for any loss or damage described in this policy arising from events happening during the **period of insurance** and within the **geographical limits**, subject to the terms, conditions, limits and exclusions in this policy.

Data protection: Your personal information may be shared where needed to manage **your** policy or a claim and will be handled in line with data protection laws.

Non-fraudulent misrepresentation: When **you** apply for, renew or change this policy, **you** must take reasonable care to ensure the information **you** provide is accurate and complete. Where a misrepresentation is deliberate or reckless, the **insurer** may treat the policy as if it never existed and refuse claims in accordance with applicable law. Where a misrepresentation is careless, the **insurer** response will depend on what it would have done if the correct information had been provided.

Legal status of this wording: Headings and examples are for guidance only. The policy terms themselves govern cover.

Mark Bates Ltd
THE HOME OF PREMIER CARE

Policy definitions

Where a word appears in **bold** it has a special meaning as defined below.

Word	Meaning	Example
Accidental damage	Sudden and unexpected physical damage which is not caused by one of the **insured events**. **Accidental damage** is not covered under this policy.	A table leg snaps while it is being moved inside the unit, with no **insured event** involved. This would not be covered.
Business contents	Stock, tools, equipment or other commercial goods owned by **you** and accepted by **us** for storage insurance, excluding any prohibited or excluded items.	Boxed stock or work tools stored in the **storage facility**.
Collections	A group of related items accumulated and valued together because they share a common theme, type, era, origin or purpose, such as stamps, coins, memorabilia or trading cards.	A stamp **collection** or trading card **collection**.
Cyber act	An unauthorised, malicious or criminal act, or series of related acts, including any threat or hoax, involving access to, processing of, use of or operation of a **computer system**.	Introducing or transmitting a virus or other malicious code.
Cyber incident	An error, omission, failure or unavailability involving access to, processing of, use of or operation of a **computer system**.	A software error causes the storage facility's electronic access-control system to fail.
Communicable disease	Any disease transmissible between organisms, directly or indirectly, by a virus, bacterium, parasite or other agent that can cause or threaten harm to human health, property damage, or loss of property value or use.	COVID-19 is a communicable disease. Costs of disinfecting insured contents because of actual or suspected contamination with the virus are excluded under this policy.
Computer system	Any computer, hardware, software, communications system, electronic device, server, cloud service, data-storage device, networking equipment or backup facility.	A computer, laptop or electronic access-control system used at the **storage facility**.
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 **computer system**.	The information stored on a hard drive or memory card.
Endorsement	A change to the terms of this insurance shown in **your schedule** or other written policy document.	A special condition added to **your schedule**.
Geographical limits	The United Kingdom.	The **storage facility** and any covered **transit** must be within the United Kingdom.
Insured contents	Contents owned by **you** and accepted by **us** for insurance under this policy, while stored at the **storage facility** shown in **your schedule** or while in **transit** where **transit** cover applies.	Household goods, personal belongings or accepted **business contents**.
Insured event	One of the specific causes of loss or damage listed as covered in Section A or Section B of this policy.	Fire, storm, flood or **theft**
Insurer	China Taiping Insurance (UK) Company Limited, 2 Finch Lane, London EC3V 3NA.	The company underwriting this policy.
Mark Bates Ltd, we, us or our	**Mark Bates Ltd**, Premier House, Londonthorpe Road, Grantham, Lincolnshire NG31 9SN. **Mark Bates Ltd** administers this insurance and acts as agent of the **insurer**.	The firm **you** contact for policy administration, claims and complaints.

Money	Coins, bank notes, cheques, postal orders, **money** orders, savings stamps, savings certificates, travellers cheques, premium bonds, vouchers, gift cards and similar negotiable instruments.	Cash or gift cards stored in a box. These are not covered.
Period of insurance	The period during which this policy is in force, as shown in **your schedule**, and for which **premium** has been paid and accepted.	A 12 month policy period or a rolling monthly period shown on **your schedule**.
Policyholder, you or your	The person or business named in the **schedule** who owns the **insured contents** and is entitled to cover under this policy.	The customer named on the **schedule**.
Premium	The amount **you** have agreed to pay for this policy, including Insurance Premium Tax where applicable, as shown in **your schedule** or payment documentation.	The monthly or annual amount shown in **your** documents.
Schedule	The document issued by **us** as evidence of cover. It forms part of this policy and shows the **policyholder**, **storage facility**, **sum insured**, **period of insurance**, cover selected, limits, **endorsements** and any special terms.	The document showing **your** cover details and selected **sum insured**.
Single item	Any one article, pair, set, suite or item. Unless specifically described otherwise, a pair or set is treated as one **single item**.	A pair of speakers or a three-piece suite can count as one **single item**.
Specified item	A **single item** which has been individually declared to **us** and specifically accepted and shown in the **schedule**.	An item worth more than the **unspecified item** limit that **we** have accepted and listed on the **schedule**.
Storage facility	The professional self-storage facility shown in **your schedule**, which must meet the eligibility and security requirements set out in this policy.	The named storage site shown on **your schedule**, where your **insured contents** are stored.
Storage operator	The company which operates the professional self-storage facility shown in **your schedule**.	The storage company named in **your** rental or licence agreement.
Sum insured	The maximum amount the **insurer** will pay for all claims in any one **period of insurance**, subject to the policy limits, inner limits and exclusions.	If **your schedule** shows a **sum insured** of £20,000, that is the maximum payable for all claims in that period, subject to the policy limits.
Theft	**Theft** or attempted **theft** where there is visible evidence that entry to or exit from the individual storage unit, room, container or conveying vehicle was gained by forcible and violent means.	A padlock is cut and contents are stolen.
Transit	Movement of **insured contents** to or from the **storage facility** within the **Geographical Limits,** in an enclosed private car or enclosed commercial road vehicle.	Moving contents from **your** home to the **storage facility**.
Unspecified item	Any **single item** that has not been individually declared to **us** and accepted as a **specified item** in the **schedule**.	A television or piece of furniture not individually listed on the **schedule**.
Valuables	Jewellery, watches, precious metals, works of art, antiques, collectibles, high-end electronics, designer items or other items with a higher intrinsic or market value.	A watch, item of jewellery, work of art or designer handbag.

Eligibility and what this policy is for

This policy is for UK-based customers who want to insure goods stored within a professional, purpose-built self-storage facility. The **storage facility** must be operated by a company whose primary business is storage.

Storage facility requirements

- The facility must be professionally operated and purpose-built for storage.
- The facility must have CCTV surveillance.
- The facility must have fire detection systems.
- Access to the facility must be controlled, such as by staff, secure key-code entry, access control or equivalent secure entry systems.
- The storage facility, unit, room or container must comply with the **storage operator** rental or licence agreement.

Customer and contents requirements

- The **insured contents** must be owned by **you** unless **we** specifically agree otherwise in writing.
- The **insured contents** must be stored at the **storage facility** shown in **your schedule**, except while in **transit** where **transit** cover applies.
- The **insured contents** must not include prohibited or excluded items listed in this policy.
- The **sum insured** must represent the full replacement value of all **insured contents** stored.
- **You** must give accurate and complete information when applying for, changing or renewing this insurance.

If these requirements are not met, cover may be declined, terms may be changed, the policy may be cancelled, or a claim may be reduced or refused where the law allows.

Cover and policy limits

The following table summarises the main cover and limits. The **schedule** will show the **sum insured**, **period of insurance** and any applicable **endorsements**. This table does not override the detailed wording, conditions and exclusions that follow.

Limit	Maximum payable
Sum insured	From £1,000 to £50,000, as shown in **your schedule**.
Specified single item limit	£10,000 for any one **specified item**, provided it has been declared to and accepted by **us** and is shown in the **schedule**.
Unspecified single item limit	£5,000 for any one **unspecified item**.
Valuables	The limit shown in the **schedule**, not exceeding £5,000 in total, unless **we** specifically agree otherwise in writing.
Pedal cycles	The limit shown in the **schedule**. If no pedal cycle limit is shown, pedal cycles are not covered.
Collections	The limit shown in the **schedule**, not exceeding £10,000 in total, unless **we** specifically agree otherwise in writing.
Paper documents	Reasonable reprint, reissue or reconstitution costs only.
Replacement locks	£250 for any one incident and £250 in total during any one **period of insurance**, included within the **sum insured**. Subject to Section A.
Transit cover	Up to £5,000 in total for any one incident, subject to Section B and the policy conditions.

Insured events at the storage facility

- Fire, lightning or explosion.
- **Theft** or attempted **theft** following forcible and violent entry to, or exit from, the individual storage unit, room or container.
- Riot, civil commotion, strike or malicious damage.
- Flood.
- Storm.
- Smoke.
- Escape of water or oil.

- Subsidence, collapse or partial collapse of the storage facility.
- Impact by vehicles, aircraft or falling objects.

Not an accidental damage policy

Accidental damage, wear and tear, gradual deterioration, mechanical breakdown, moth, vermin and infestation damage are not covered unless the loss or damage is directly caused by an **insured event** and is not otherwise excluded.

Section A - Storage contents cover at the storage facility

This section applies to **insured contents** while they are stored at the **storage facility** shown in **your schedule**.

What is covered

- Loss of or damage to **insured contents** caused by fire, lightning or explosion.
- Loss of or damage to **insured contents** caused by **theft** or attempted **theft** where entry to or exit from the individual storage unit, room or container is by forcible and violent means.
- Loss of or damage to **insured contents** caused by riot, civil commotion, strike or malicious damage.
- Loss of or damage to **insured contents** caused by flood or storm.
- Loss of or damage to **insured contents** caused by smoke.
- Loss of or damage to **insured contents** caused by escape of water or oil.
- Loss of or damage to **insured contents** caused by subsidence, collapse or partial collapse of the storage facility.
- Loss of or damage to **insured contents** caused by impact by vehicles, aircraft or falling objects.

Replacement locks

The **insurer** will pay the reasonable cost of replacing locks or padlocks, including necessary fitting and replacement keys, securing **your** individual storage unit, room or container where they are damaged by an **insured event** covered under this section.

The most the **insurer** will pay is £250 for any one incident and £250 in total during any one **period of insurance**. This is included within, and is not additional to, the sum insured.

What is not covered under Section A

- **Accidental damage** or accidental breakage that is not caused by an **insured event**.
- **Theft** or attempted **theft** where there is no evidence of forcible and violent entry to or exit from the individual storage unit, room or container where such evidence would reasonably be expected.
- Mysterious disappearance or unexplained shortage.
- Wear and tear, depreciation, gradual deterioration, rust, corrosion, rot, damp, condensation, mould, mildew, fungus, mechanical or electrical breakdown.
- Damage caused by insects, vermin or infestation.
- Losses occurring away from the **storage facility**, except where **transit** cover applies under Section B.
- Items not owned by **you** unless **we** specifically agree otherwise in writing.
- Goods stored in non-professional, non-purpose-built or unsecured facilities.
- Any item **you** are not permitted to store under the **storage operator** rental or licence agreement.
- Crates and contents stored in wooden crates unless specifically agreed by **us** in writing.
- Hazardous, illegal, explosive, flammable or otherwise prohibited goods.
- Food or perishable goods, animals, birds, fish, plants or other living creatures.
- Motor vehicles, caravans, trailers, aircraft, watercraft, drones and their parts or accessories unless specifically agreed by **us** in writing.
- **Money**, credit cards, lottery tickets, scratch cards, securities, deeds, bonds or negotiable instruments.
- Mobile telephones, contact lenses, dentures, hearing aids and similar personal-use items unless specifically agreed by **us** in writing.
- Consequential loss, loss of profit, loss of use, loss of market, delay or any indirect loss.

Examples under Section A

Covered example: A fire starts at the **storage facility** and damages **your insured contents**.

Covered example: A padlock is cut from **your** individual storage unit and **insured contents** are stolen.

Not covered example: You later notice that an item is missing, but there is no evidence of forcible and violent entry or any other **insured event**.

Not covered example: Stored clothing is damaged by moths or gradual damp over time.

Section B - Transit cover

This section applies only while **insured contents** are being transported to or from the **storage facility** within the **Geographical Limits** in an enclosed private car or enclosed commercial road vehicle.

What is covered

- Physical loss of or damage to **insured contents** caused by fire or explosion while in **transit**.
- Physical loss of or damage to **insured contents** caused by **theft** while in **transit** where entry to or exit from the enclosed vehicle is by forcible and violent means.

The most the **insurer** will pay under this section is £5,000 for any one incident and no more than the **sum insured** shown in **your schedule**.

What is not covered under Section B

- Any **transit** claim above £5,000 in total for any one incident.
- Loss or damage while the conveying vehicle is left unattended.
- **Theft** where there is no evidence of forcible and violent entry to or exit from the enclosed vehicle where such evidence would reasonably be expected.
- **Accidental damage** in **transit**.
- Loss or damage during loading, unloading, packing or unpacking unless directly caused by an **insured event**.
- Loss or damage while goods are carried by postal, courier, shipping, air freight, rail freight or removals services unless specifically agreed by **us** in writing.
- Any item otherwise excluded under this policy.

Examples under Section B

Covered example: A fire occurs in the enclosed vehicle while **your insured contents** are being transported to the **storage facility** and the **insured contents** are damaged, subject to the £5,000 **transit** limit.

Covered example: The enclosed vehicle is broken into by forcible and violent means while in **transit** and **insured contents** are stolen, subject to the £5,000 **transit** limit.

Not covered example: A box is dropped while being carried into the vehicle and no **insured event** has occurred.

Not covered example: Goods are stolen from an unattended vehicle.

How claims are settled

- **We** may repair, replace, reinstate or make a cash payment for any covered loss, at **our** option.
- The most the **insurer** will pay for all claims in any one **period of insurance** is the **sum insured** shown in **your schedule**, subject to the policy limits, inner limits and exclusions.
- For items under 3 years old, **we** may settle on a new-for-old basis if **you** provide satisfactory proof of purchase, ownership and value.
- For items 3 years old or more, or where satisfactory proof of purchase is not available, **we** may settle on the basis of market value immediately before the loss, taking account of age, condition, wear and tear, depreciation and any available evidence of value.
- For **business contents**, settlement will be based on current market value or cost price, whichever is lower, unless **we** specifically agree otherwise in writing. **We** are not responsible for the economic or intellectual property value of the contents.
- For paper documents, the **insurer** will only pay reasonable reprint, reissue or reconstitution costs. The **insurer** will not pay for the value of the information contained in the documents.
- For pairs, sets, suites or matching items, the **insurer** will only pay for the part actually lost or damaged and not for undamaged matching parts.
- **We** may deduct any applicable excess shown in **your schedule**.

Underinsurance

You must insure **your** contents for their full replacement value. If, at the time of a claim, the **sum insured** is less than the full replacement value of all **insured contents** stored, **we** may reduce the claim payment proportionately. This means **you** may not receive the full amount of **your** loss.

General policy exclusions

The following exclusions apply to the whole policy unless **we** state otherwise.

War and similar risks: Loss, damage, liability, cost or expense directly or indirectly caused by war, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power.

Terrorism: Loss, damage, liability, cost or expense directly or indirectly caused by terrorism unless **we** are required by law to provide cover.

Radioactive contamination and nuclear risks: Loss, damage, liability, cost or expense directly or indirectly caused by ionising radiation, radioactive contamination, nuclear fuel, nuclear waste or the hazardous properties of any nuclear installation or component.

Existing damage: Loss or damage occurring before the start of cover or arising from an event that happened before the start of cover.

Deliberate acts: Loss or damage caused deliberately or recklessly by **you** or anyone acting on **your** behalf.

Diminution in value: Any reduction in value following repair or replacement.

Sanctions: Any cover, payment or benefit where doing so would breach any applicable sanction, prohibition or restriction imposed by law or regulation.

Pollution or contamination: Loss or damage caused by pollution or contamination unless directly caused by an **insured event** and not otherwise excluded.

Confiscation: Loss or damage caused by confiscation, detention, seizure, requisition or destruction by any government, public authority or other lawful authority.

Cyber and Electronic data: Loss, damage, liability, consequential loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or connected with a **cyber act** or **cyber incident**, including any action taken to prevent, control, suppress or remedy it. This exclusion applies regardless of any other cause or event contributing to the loss at the same time or in any sequence, including an **insured event**.

Loss, theft, corruption, distortion, alteration, erasure or reduced functionality of **data**, its value, and the cost of repairing, replacing, recreating, restoring, recovering or reproducing it are also excluded.

The exclusion of **data** does not exclude physical loss of or damage to the device or storage medium holding it, provided that device or medium forms part of the **insured contents** and the loss or damage is caused by an **insured event** and otherwise covered by this policy. This does not restore cover for any loss or damage excluded by the first paragraph above.

For example, a stored laptop damaged by an unrelated fire can be covered; its lost data cannot. A fire caused by a cyber act remains excluded.

Communicable disease: Loss, damage, loss of use, reduction in value, liability, cost or expense directly or indirectly caused by a **communicable disease**, or the actual or perceived fear or threat of one. This includes the cost of cleaning, disinfecting, decontaminating, removing, monitoring or testing **insured contents** or the **storage facility**. The actual or suspected presence of a **communicable disease** at the **storage facility** does not, by itself, constitute physical loss or damage.

Policy conditions

Keeping to the conditions: You must comply with the terms, conditions and **endorsements** of this policy. If **you** do not, **we** may reduce or refuse a claim where the law allows.

Reasonable precautions: You must take reasonable care to prevent loss or damage and must keep the **insured contents**, storage unit, room or container properly secured.

Changes you must tell us about: You must tell **us** as soon as possible if the **storage facility** changes, the storage type changes, the use of storage changes, the type or value of contents changes materially, or the total value of the **insured contents** exceeds the **sum insured** shown in **your schedule**.

Storage agreement: You must comply with the **storage operator** rental or licence agreement at all times.

Proof of ownership and value: You should keep receipts, valuations, photographs, invoices, bank statements or other proof of ownership and value. **We** may ask for these if **you** claim.

Other insurance: If any other insurance covers the same loss, the **insurer** will only pay **our** proportionate share of the claim.

Fraud: If **you** or anyone acting for **you** makes a claim or statement that is fraudulent, false or deliberately exaggerated, **we** may refuse the claim, cancel the policy and take any other action permitted by law.

Our rights: Following a claim, **we** may take over and conduct in **your** name the defence or settlement of any claim and may pursue recovery from any third party. **You** must give **us** reasonable assistance.

Choice of law: Unless **we** agree otherwise, this insurance is governed by English law.

Contracts (Rights of Third Parties) Act 1999: A person or company who is not a party to this policy has no right to enforce any term of this policy, except where the law provides otherwise.

Information you have given

In deciding whether to accept this policy and in setting the terms, **we** have relied on the information **you** have provided. **You** must take reasonable care when answering questions by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided false or misleading information, **we** may treat this policy as if it never existed and refuse to pay all claims. **You** must repay any payments **we** have already made under this policy.

If **we** establish that **you** acted carelessly when providing information, this could adversely affect the policy or any claim. Depending on what **we** would have done if accurate information had been provided, **we** may amend the terms, charge an additional **premium**, reduce a claim, cancel the policy or treat the policy as if it had never existed, in accordance with applicable law.

If **you** become aware that information **you** have provided is inaccurate or incomplete, **you** must tell **Mark Bates Ltd** as soon as practicable.

Claim condition and notification

In the event of any incident that may give rise to a claim under this policy, **you** must do the following.

1. Tell **us** as soon as possible and in any event not later than 30 days after the incident. **You** can submit a claim through Insura App, call **us** on 01476 514471 or email claims@markbatesltd.com.
2. Provide full details of what happened. If **we** need **you** to complete a claim form, **we** will provide the form and explain how to return it.
3. At **your** own expense, provide full details of the claim and any documents or other information **we** reasonably request to assess the claim. This may include photographs, valuations, receipts, invoices, bank statements or other evidence.
4. If the claim involves **theft**, attempted **theft**, riot, civil commotion or malicious damage, report the incident to the police as soon as possible and obtain a crime reference number.
5. Take reasonable steps to reduce or prevent further loss or damage.
6. Do not dispose of damaged property until **we** have had the opportunity to inspect it, unless **we** agree otherwise or disposal is required for health and safety reasons.
7. Do not admit liability, settle or negotiate any claim with a third party without **our** written permission.
8. Tell **us** as soon as possible if lost or stolen property is recovered.

Claims contact details

Claims Department, **Mark Bates Ltd**, Premier House, Londonthorpe Road, Grantham, Lincolnshire NG31 9SN. Claims Helpline: 01476 514471. Email: claims@markbatesltd.com.

Renewal, payment and cancellation

Payment

You can pay for **your** policy by monthly or annual payment, using direct debit or credit/debit card where available. The **premium**, payment method and payment frequency will be shown in **your schedule** or payment documentation.

Renewal

Policies may run for 12 months or on a rolling monthly basis, as shown in the **schedule**. **We** may send **you** a renewal invitation before the renewal date. If **your** policy is set to auto-renew, this will be explained in **your** renewal documents. **You** should check that the **sum insured** and storage details remain accurate at each renewal.

Your cancellation rights

- **You** may cancel this policy at any time by emailing cancellations@markbatesltd.com, telephoning 01476 591104 or writing to **Mark Bates Ltd**, Premier House, Londonthorpe Road, Grantham, Lincolnshire NG31 9SN.
- If **you** cancel within 14 days of receiving **your** policy documents, or within 14 days of the renewal date for renewed cover, **we** will refund the **premium** in full provided no claim has been made and no liability has arisen under this policy.
- If **you** cancel after the 14-day cooling-off period, any refund will depend on how long the policy has been in force, the payment method, the cancellation terms applicable to **your** policy and whether a claim has been made.
- If a claim has been made during the current **period of insurance**, the full annual **premium** may still be payable despite cancellation and **we** may deduct any outstanding **premium** from a claim payment.

Our cancellation rights

We may cancel this policy by giving **you** at least 7 days notice in writing to **your** last known postal or email address. Where **we** cancel, **we** will refund any **premium** due for the unexpired period, unless a claim has been made or there is another valid reason for no refund. **We** may also cancel the policy if **you** do not pay the **premium** when due, in accordance with the payment terms.

Complaints procedure

It is always **our** intention to provide **you** with a first class standard of service. Misunderstandings can, however, occur and **we** would prefer to know about the occasional problem than for **you** to remain dissatisfied.

Any communication with **us** can be made orally or in writing and on **your** behalf by a third party with **your** permission.

If a problem has arisen in connection with this policy that has not been resolved to **your** satisfaction and **you** wish to make a complaint, **you** should firstly discuss this with

The Compliance Officer Mark Bates Ltd
Premier House Londonthorpe Road Grantham Lincolnshire NG31 9SN
Tel No: 01476 593887 Fax: 01476 591543 Email: complaints@markbatesltd.com

The Compliance Officer will acknowledge the complaint within five business days and advise **you** of the person who will be dealing with the complaint and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.

If **your** complaint should be more appropriately dealt with by another firm, **we** will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. **We** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm contact details.

Your complaint will be thoroughly investigated and **we** will respond to it as soon as possible. Within twenty business days **we** will provide a detailed response to **your** complaint in writing or, if it is not possible to respond within that time, **we** will inform **you** in writing within twenty business days why **we** have been unable to resolve the complaint within that time, why **we** need more time to do so and when **you** can expect to receive **our** final response.

If **we** have not completed **our** investigation, within eight weeks after the complaint was made, **we** will write to **you** and explain why there is a further delay. **We** will also confirm when **we** expect to issue **our** final response and advise **you** that **you** may be eligible to refer the complaint to the Financial Ombudsman Service if **you** are dissatisfied with the delay. Its contact details are

Financial Ombudsman Service
Exchange Tower Harbour Exchange Square London E14 9SR
Tel: 0800 023 4567 from landlines or 0300 123 9123 from mobile phones
Fax: 020 7964 1001 E-mail: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Where **you** are eligible to refer **your** complaint to the Financial Ombudsman Service **you** have this right to do so free of charge, but **you** must do so within six months of the date of **our** final response. If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so 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.

Compensation Rights

In the event that **we** are unable to meet **our** legal obligations under this insurance **you** may be entitled to apply for compensation under the Financial Services Compensation Scheme (FSCS). Further information is available from FSCS. Tel: 0800 678 1100. Website www.fscs.org.uk

Data protection and sanctions

It is agreed by **you** that any information provided to **us** regarding **you**, for the purpose of accepting this insurance and handling any claims, may, if necessary, be shared with third parties, provided that it is processed in compliance with data protection laws and the **Mark Bates Ltd** Privacy Policy.

We shall not provide any benefit under this policy to the extent that such cover or claim payment would expose **us** to any sanction, prohibition or restriction under the trade or economic sanctions, laws and regulations of the **Geographical Limits**, European Union or United States of America or under United Nations resolutions.

Accessibility and further information

Should **you** require this document in a larger format, please email enquiries@markbatesltd.com or call 01476 513781.

For further information, please contact **Mark Bates Ltd**, Premier House, Londonthorpe Road, Grantham, Lincolnshire NG31 9SN. Telephone: 01476 591104. Website: www.markbatesltd.com.

Mark Bates Ltd | Registered in England No. 2946288 | Authorised and regulated by the Financial Conduct Authority, Reference No. 308390