

## Contaminated Land (Pass, Further Action, No Search)

### Schedule

**Policy Number: SAMPLE 0001**

<b>Insurer</b>	ERGO Versicherung AG, UK Branch ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466. ERGO Versicherung AG, UK Branch is registered in England and Wales, Registration No. BR016401. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. ERGO Versicherung AG, UK Branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority.
<b>Insured/You/Your</b>	Mr and Mrs Sample and future owners or occupants of the Property and Your/their mortgage lender(s)
<b>Property</b>	1, Sample Lane, Sampletown, Sampleshire, AA1 1AA.
<b>Limit of Indemnity</b>	£0 in total. This amount will increase to match actual increases in the value of the Property, up to a maximum of 200% of the sum stated here.
<b>Premium</b>	£0.00 (including Insurance Premium Tax of £0.00).
<b>Inception Date</b>	00/00/0000
<b>Period of Insurance</b>	From the Inception Date, and continuing for 15 years or for a period co-extensive with the term of the Mortgage.
<b>Insured Risk(s)</b>	The matters set out in an Insured Risk Appendix attached to this Policy.
<b>Insured Use</b>	The continued use of the Property as a single residential house or flat as constructed at the Inception Date.
<b>Additional Conditions and Exclusions</b>	See Insured Risk Appendix

*R. Partington*  
R P Partington, Director,  
CLS Risk Solutions Ltd  
  
Signed by CLS Risk Solutions Limited on behalf  
and with the authority of the Insurer

This Policy is the contract between You and the Insurer and it includes the Schedule and any endorsement, extension, plan or appendix issued with it. We have issued the Policy in reliance upon confirmation of the Statements of Fact that are listed in an Insured Risk Appendix attached to this Policy. If a Statement of Fact made to Us was not true the Insurer may reject Your claim.

### Definitions

Where a word is defined below or in the Schedule, it will have the same meaning whenever it appears in this Policy.

<b>Administrator/We/Us</b>	CLS Risk Solutions Limited, St Paul's House, 8-12 Warwick Lane, London, EC4M 7BP. CLS Risk Solutions Limited can be contacted by email at <a href="mailto:express@clsrs.co.uk">express@clsrs.co.uk</a> or by telephone on 0203 409 9510.
<b>Adverse Interest</b>	A notice of intent to serve a Remediation Notice relating to the Property on the Insured by the Enforcing Authority in accordance with the provisions of the Environmental Protection Act 1990 during the Period of Insurance.
<b>Enforcing Authority</b>	Either the local authority in whose area the Property is situated or the relevant Environment Agency.
<b>Environmental Protection Act 1990</b>	The provisions of the Environmental Protection Act 1990 and any amendments to those provisions for the time being in force at Inception Date, but excluding any retrospective provisions introduced after Inception Date.
<b>Insured Risk</b>	A matter defined in an Insured Risk Appendix attached to this Policy which may interfere with Your use of the Property.
<b>Loss</b>	Financial loss as described in an Insured Risk Appendix attached to this Policy which You have directly suffered because of an Insured Risk.
<b>Mortgage</b>	The loan by Your lender that is secured on Your Property.
<b>Remediation Notice</b>	A notice as defined in the Environmental Protection Act 1990.

### Statements of Fact

The statements shown as "Statements of Fact" in an Insured Risk Appendix, being statements confirmed by You to Us in relation to the Insured Risk(s) and relied upon by the Insurer when deciding to insure the Insured Risk(s).

### Cover

Provided You have paid the Premium to Us this Policy will protect You and Your mortgage lender against Loss as defined in this Policy.

### Protection for Mortgage Lenders and Successors in Title

The Insurer will not refuse to pay a claim to Your mortgage lender or a future owner or occupant of the Property who acquires the benefit of this Policy after the Inception Date because a Statement of Fact made to Us was not true, unless that mortgage lender or future owner or occupant had knowledge that the Statement of Fact was not true on the date that it was made.

The Insurer will not refuse to pay a claim to a mortgage lender because of a breach of the conditions of this Policy, unless that mortgage lender was responsible for, or consented to, or had knowledge of the breach in question.

### Exclusions

The Insurer can refuse to pay Loss or reduce any payment of Loss because:

1. You confirmed a Statement of Fact to Us which You knew or could reasonably have been expected to know was not true; and/or
2. Loss was caused by the person making a claim under the Policy; and/or
3. the person making a claim under this Policy knows that it is false or fraudulent as regards the amount of Loss claimed or otherwise; and/or
4. of an Additional Exclusion contained in the Insured Risk Appendix attached to this Policy.

### Claims Conditions

**When You make a claim under this Policy You must adhere to the claims conditions listed below. If You do not adhere to these claims conditions the Insurer may reject Your claim or reduce the amount of Loss that it pays to the extent that Your breach is responsible for increasing the amount of Loss.**

1. You must notify Us in writing (at the address shown in the section headed "Making a Claim", below) of any Adverse Matter or circumstances which are likely to give rise to an Adverse Matter or Loss as soon as reasonably possible. A failure to act promptly may entitle the Insurer to reject Your claim or reduce the amount of Loss that it is obliged to pay You or Your mortgage lender.
2. The costs of dealing with an Adverse Matter will be paid by the Insurer. For this reason, You must allow the Insurer to participate fully in any defence, negotiation or settlement of an Adverse Matter and, in particular You must:
  - (i). not incur any expense without first consulting Us and receiving written consent to do so;
  - (ii). not make any admission of liability or offer or settlement or promise or payment to any third party in relation to an Adverse Matter without first consulting with Us and receiving written consent to do so;
  - (iii). give Us and the Insurer access to and copies of all correspondence and other documentation relating to the Adverse Matter which is available to You and give Us and the Insurer sufficient time to review, consider and comment on such correspondence and documentation;
  - (iv). inform Us of any proposed meeting with any third party about an Adverse Matter and allow the Insurer or the Insurer's advisers to attend the meeting or, if the Insurer requests, give the Insurer a detailed written account of the subject and outcome of the meeting or any discussion at which the Insurer was not present;
  - (v). take such reasonable steps that the Insurer may reasonably require of You to minimise Loss or contest, avoid, resist, compromise or otherwise defend against an Adverse Matter, provided such steps shall be at the Insurer's expense;
  - (vi). provide the Insurer with any other information and assistance about an Adverse Matter it may reasonably request.
3. If, at the time a claim is made under this Policy, You have any other insurance in place which would allow You to claim for all or part of any Loss, You must also make a claim under that insurance and the Insurer will only be liable to pay or contribute towards payment of Loss in an appropriate proportion with the other insurance.

### General Conditions

**The following general conditions apply to this Policy. If You do not adhere to these general conditions the Insurer may reject Your claim or reduce the amount of Loss that it pays to the extent that Your breach is responsible for increasing the amount of Loss.**

1. You must only use the Property for the Insured Use.
2. Unless the Insurer gives its written consent, You will not:
  - (i). disclose that this Policy exists, except to a potential purchaser of the Property, their mortgage lender and the legal advisers of each;
  - (ii). communicate about an Insured Risk with a third party;
  - (iii). make an application to any court or other competent tribunal or the Land Registry in connection with an Insured Risk without the Insurer's prior written consent.
3. This Policy will be governed and interpreted under the law of England and Wales and will be subject to the jurisdiction of the courts of England and Wales.

4. The total financial liability of the Insurer for all claims under this Policy will not exceed the Limit of Indemnity stated in the Policy Schedule.
5. This Policy will not be in force unless it has been signed by someone who is authorised by the Insurer to do so. The Administrator is authorised to do so.
6. The Insurer may, at its own discretion and its own expense but with Your prior consent, take appropriate steps to prevent or reduce Loss whether or not an Adverse Matter has occurred including (but not limited to) pursuing or defending any action at law or making an application to a court or the Upper Tribunal (Lands Chamber) on Your behalf and by doing so the Insurer will not be taken as having accepted any liability under this Policy or waived any of its terms.
7. If the Insurer agrees or is obliged to make any payment to You or on Your behalf because of an Adverse Matter, the Insurer will immediately be entitled to any rights that You may have had in relation to that Adverse Matter.
8. If You disagree with the Insurer about an amount of Loss to be paid under this Policy after the Insurer has accepted liability to make a payment, the disagreement will be referred to an arbitrator who will be chosen by agreement between You and the Insurer or, failing agreement, by the President at that time of the Royal Institution of Chartered Surveyors. If the disagreement is referred to arbitration, You will only have a right of action against the Insurer if the arbitrator makes an award. The cost of arbitration will be shared equally between the Insurer and You.
9. The Insurer has authorised Us to give any consent required by a condition of this Policy on its behalf.
10. You must comply with any Additional Condition contained in an Insured Risk Appendix attached to this Policy.

## Cancellation Rights

This Policy may be cancelled by contacting the Cancellations Department at [cancellations@clsrs.co.uk](mailto:cancellations@clsrs.co.uk) within 14 days of the Inception Date. Provided no claim has been made or is pending any premium paid will be refunded in full. No refund of premium will be available if the policy is cancelled after 14 days from the Inception Date.

If the premium is not paid to Us within 14 days, We have the right to cancel the policy from the Inception Date. Notice will be sent to the Insured in the post.

If this Policy is cancelled, this may breach a condition of a loan secured over the Property or other terms for the sale of the Property.

## Making a Claim

As soon as any circumstances likely to lead to a claim under the policy become known to You, please write with details to the Claims Manager at [claims@clsrs.co.uk](mailto:claims@clsrs.co.uk) quoting the policy number. Please be aware of the Claims Conditions and General Conditions of the policy.

## Complaints Procedure

We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the Administrator by email [complaints@clsrs.co.uk](mailto:complaints@clsrs.co.uk), by telephone at 0203 403 9510 or by post to CLS Risk Solutions Limited, St Paul's House, 8-12 Warwick Lane, London, EC4M 7BP. Please quote the details of the Policy (surname and initials, policy number and property address). If the matter is not resolved to Your satisfaction, please write to:

The Complaints Manager, ERGO Versicherung AG, UK Branch, by email [complaints@ergo-commercial.co.uk](mailto:complaints@ergo-commercial.co.uk), by telephone 0203 003 7444 or by post to ERGO Versicherung Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

If You are still dissatisfied then You may have a right to refer Your complaint to:  
The Financial Ombudsman Service

**Exchange Tower**  
**London E14 9SR**  
**0800 023 4 567 calls to this number are now free on mobile phones and landlines**  
**0300 123 9 123 calls to this number cost no more than calls to 01 and 02 numbers**  
**Email at: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

The existence, and Your use of, this complaints process is without prejudice to Your other rights under this insurance and to Your rights in law.

## Financial Services Compensation Scheme (FSCS)

ERGO Versicherung AG, UK Branch is covered by the Financial Services Compensation Scheme (FSCS) You may be entitled to compensation from the scheme in the unlikely event that it cannot meet its obligations if You are an individual, an unincorporated association or a small business. The FSCS will meet up to 90% of Your claim without any upper limit. Further details can be obtained from [www.fscs.org.uk](http://www.fscs.org.uk) or You may contact the FSCS on 020 7741 4100 for further details.

## Data Privacy Notice

The privacy and security of Your personal information is very important to CLS Risk Solutions Limited ('CLS'). The details provided here are a summary of how We process – that is collect, use, share, transfer and store – Your information.

For our full Data Privacy Notice please visit Our website <https://cls.co.uk/Content/PDFs/Website/Privacy%20Statement.pdf> or contact our Compliance Manager at: 17 Kings Hill Avenue, Kings Hill, West Malling, Kent. ME19 4UA or by email: [compliance@cls.co.uk](mailto:compliance@cls.co.uk) or by telephone 01732 753 910.

Your insurance brokers or other intermediaries (if applicable) may have their own reasons for processing Your personal data. Please contact them directly should You require further information about their uses of Your data.

## Collection of Data

---

CLS may collect a range of personal and business information supplied by You or third parties on Your behalf. This information may include the following: basic personal details such as Your name, address, telephone number, gender, marital status, and additional information about Your insurance requirements, such as details of Your business.

We will always attempt to explain clearly when and why We need this information and the purposes for which We will use it and where necessary We will obtain Your explicit consent to use personal data.

CLS may also collect data about You, Your business or the insured property from a number of different sources, including but not limited to the electoral role, third party databases available to the insurance industry, other insurance firms, loss adjusters and/or other parties involved in the process of administering a claim, as well as publicly available sources.

## Personal Data about others

---

We may collect data about other individuals, such as Employees, family, or members of Your household. If You give Us information about another person, it is Your responsibility to ensure and confirm that You have told that person why and how CLS uses personal data and that You have that person's permission to provide that data to Us and for Us to process it.

## Our uses of Data

---

CLS uses the data We collect to operate our business and provide the products We offer. The information We collect may be used for (amongst other purposes) the following: to assess Your application for a quote or product; to evaluate the risk You present; to verify Your identity; to administer Your Policy and deliver our services; to conduct statistical analysis for pricing purposes; to administer claims; and to investigate and resolve complaints.

Should the need arise, CLS may also use data for the following purposes: to collate Your Policy or claims history; to undertake credit referencing or credit scoring and to assist with financial crime and fraud detection.

## Sharing Your Data

---

If You request a quote, or purchase a product, Your personal information may be shared with and processed by a number of third parties which include but are not limited to regulatory, dispute resolution or law enforcement bodies; other insurance organisations including reinsurers; fraud prevention and credit reference agencies (who may keep a record of the search); or other relevant third parties within our administrative structure.

Your data may be disclosed when We believe in good faith that the disclosure is required by law; necessary to protect the safety of our employees or the public; required to comply with a judicial proceeding, court order or legal process; or for the prevention or detection of crime (including fraud).

## Transfer and Storage of Your Data Overseas

---

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all applicable principles of English law. Personal details will not be transferred outside the EEA unless the transfer is to a country which is considered to have equivalent standards with regard to data protection, or We have taken reasonable steps to ensure that suitable data protection standards are in place.

## Data Retention

---

CLS will only keep data for as long as it is necessary to continue providing our products and services to You and/or to fulfil our legal and regulatory obligations in line with our data retention policy.

## Data Subject Rights

---

You have a number of rights in relation to the information We hold about You. These rights include but are not limited to the right to a copy of Your personal information We hold; to object to the use of Your personal information; to withdraw any permission You have previously provided; and to complain to the Information Commissioner's Office at any time if You are not satisfied with our use of Your information. For a more complete list of Your rights please refer to the full Data Privacy Notice.

Please note that there are times when We will not be able to delete Your information. This may be as a result of a requirement to fulfil our legal and regulatory obligations, or where there is a minimum statutory period of time for which We have to keep Your information. If We are unable to fulfil a request We will always let You know our reasons.

## Changes to this Data Privacy Notice

---

We may amend this Data Privacy Notice from time to time for example, to keep it up to date or to comply with legal requirements. Should any significant changes be made to the ways in which CLS processes data from those described at the time of collection, We will post a notice on our website.





## Insured Risk Appendix Contaminated Land (Pass, Further Action, No Search)

**Policy Number: SAMPLE 0001**

This Appendix is part of the above-numbered Policy.

### Insured Risks

1. The Property is or may be designated contaminated land, as defined in Section 78A of Part 2A of the Environmental Protection Act 1990.

### Additional Conditions

1. You must ensure that all above ground tanks at the Property are adequately bunded and secured to prevent accidental and/or malicious leakage; and the capacity of the bunded area must be no less than 110% of the capacity of such tank.

### Additional Exclusions

1. Loss arising from any act of vandalism or dumping perpetrated by any party after the Inception Date.
2. Loss arising from harm or pollution attributable to radioactive substances.
3. Loss arising from Toxic mould, mycota, fungus, mould, mildew, Japanese knotweed, asbestos, and other contamination transmitted from the building into the ground at the Property.
4. Loss arising from the Property having been zoned other than for residential purposes prior to the Inception Date.
5. Loss arising from the Property being designated under the Environmental Protection Act 1990, or being under investigation by the Enforcing Authority at the Inception Date.
6. Any Loss directly or indirectly caused by, resulting from or in connection with any act of terrorism, regardless of any other cause or event contributing concurrently or otherwise to the loss. For the purpose of this Policy an act of terrorism means an act, including but not limited, to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
7. Loss arising directly or indirectly from remediation of the Property where development of the Property takes place or is to take place.

### Loss

1. Costs and expenses You incur from:
  - (a) complying with the Remediation Notice;
  - (b) completing the remediation works agreed with the Enforcing Authority in order to prevent a Remediation Notice being served on the Property;
  - (c) your liability to reimburse the Enforcing Authority for remediation works they have carried out on the Property.
2. Reasonable legal and other professional fees and expenses which the Insurer allows or requests You in writing to incur so as to commence, defend or make a settlement in a legal action relating to an Adverse Matter.
3. The cost of reinstating all or part of the residential building on the Property following the completion of remediation works required by a Remediation Notice which require the demolition of all or parts of the building.
4. The amount by which the Value of the Property is reduced by the effect of a Remediation Notice served on the Property.
5. The cost of an out-of-court settlement relating to an Adverse Matter which the Insurer allows or requests You in writing to make.
6. Any other costs and expenses You incur in relation to a Remediation Notice with the Insurer's written consent.

### Statements of Fact

- A. The property is a single house or flat in England, Wales or Scotland; and
- B. Neither the buyer nor the seller of the Property is aware of a Remediation Notice due to be or having been served on the Property for which remedial works have not been completed; and
- C. The Buyer conveyancer's searches do not identify planning consent(s) relating to the Property that contain any undischarged planning condition(s) related to contamination issues and/or requiring remediation of any historic contamination of the Property; and
- D. If contact has been made with the Local Authority (or other regulator), neither seller nor buyer has received a communication from the regulator confirming an investigation under Part 2A of the Environmental Protection Act 1990 will be taken within a specified timescale; and
- E. The Property does not exceed 1 acre; and
- F. Neither the buyer nor the seller have obtained an environmental search report prior to the Inception Date and this policy is being purchased concurrently with an environmental search report; and
- G. Neither the buyer nor the seller are aware of any remediation measures having been taken or required in respect of the Property by the Enforcing Authority; and
- H. Neither the buyer nor the seller have communicated with the Enforcing Authority prior to the Inception Date.

## Legal Indemnity Insurance

### Insurance Product Information Document

**Company** ERGO Versicherung AG, UK Branch is registered in England and Wales, Registration No.BR016401. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ. ERGO Versicherung AG, UK Branch Branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority.

**Product Name** Contaminated Land (Pass, Further Action, No Search)

This Insurance Product Information Document is only intended to provide a summary of the main coverage and exclusions and is not personalised to your specific individual needs in any way. Complete pre-contractual and contractual information on the product is provided in your policy documentation.

**What is this type of insurance ?** This policy provides protection if the local authority or the Environment Agency serves a remediation notice on your Property in accordance with the provisions of the Environmental Protection Act 1990.



### What is insured?

(see the policy document for full details of the losses covered).

- ✓ Loss you incur which arises out of an insured risk and includes:
  - ✓ damages, compensation, costs and/or expenses (but not fines or other penalties) which you have to pay because of a Court Order;
  - ✓ the amount by which the value of the property is reduced by the effect of a Court Order;
  - ✓ any other costs and expenses you incur with the Insurer's written consent because of an Insured Risk.



### What is not insured?

(see the policy document for full details of the Losses that are not covered).

- ✗ The Insurer can refuse to pay a loss or reduce any payment for the loss because:
  - ✗ You confirmed a statement of fact to us which you knew or could reasonably have been expected to know was not true; and/or
  - ✗ You make a claim knowing that it is false or fraudulent; and/or
  - ✗ You disclose that this policy exists to another person who is not a potential purchaser of the property, their mortgage lender or the legal advisers of each.
- ✗ Additional exclusion(s) are contained in the insured risk appendix attached to this policy.



### Are there any restrictions on cover?

- !! You must only use the property for the insured use.
- !! You will not, without the written consent of the Insurer:
  - !! disclose the existence of this policy, other than to prospective purchasers, their mortgagees, and their respective legal representatives;
  - !! communicate on any matter regarding an insured risk with any party who, it is reasonable to believe, may have an interest in enforcing an insured risk;
  - !! make an application to any court or the Upper Tribunal (Land Chamber) or the Land Registry in respect of an insured risk.



### Where am I covered?

- ✓ You are covered at the risk address(es) shown on your schedule of insurance.



## What are my obligations?

- You are required to keep to the conditions as shown in your full policy documentation.
- As soon as any circumstances which are likely to lead to a claim under the policy become known to you, please write with details to the Claims Manager at [claims@clsrs.co.uk](mailto:claims@clsrs.co.uk) quoting the policy number. Please be aware of the claims conditions and general conditions of the policy.



## When and how do I pay?

You will pay the premium to your insurance broker, agent or intermediary who acted on your behalf to place your insurance with us within the agreed payment terms between you and them. If you placed the insurance directly with us, you will pay us within 14 days of the inception date.



## When does the cover start and end?

The cover will start from the inception date as documented in the property schedule of this policy.

The duration of the policy is 15 years or Co-extensive with a Mortgage.



## How do I cancel the contract?

This Policy may be cancelled by contacting the Cancellations Department at [cancellations@clsrs.co.uk](mailto:cancellations@clsrs.co.uk) within 14 days from the inception date. Provided no claim has been made or is pending, any premium paid will be refunded in full. No refund of premium will be available if the policy is cancelled after 14 days from the inception date.

If the premium is not paid to us within 14 days, we have the right to cancel the policy from the inception date. Notice will be sent in the post.

If this policy is cancelled, this may breach a condition of a loan secured over the property or other terms for the sale of the property



## Initial Disclosure Document

### To the Intermediary

This document must be revealed to the ultimate policyholder (including any lender's interest) before the conclusion of the insurance contract.

If you are a Solicitor, Licensed Conveyancer or Legal Executive you should disclose this document to your client and/or their lender and/or the purchaser's legal representative for the benefit of their client and/or lender prior to the conclusion of the insurance contract.

### To the Policyholder

**Who are we?** CLS Risk Solutions Limited is a specialist insurance intermediary, who arranges legal indemnity insurance. We can be contacted by email [info@clsrs.co.uk](mailto:info@clsrs.co.uk).

**Whose policies we offer?** We offer a range of insurance products from a number of insurers all of whom are authorised and regulated to provide insurance in the United Kingdom by the FCA, and all of whom we are satisfied have satisfactory financial strength and credit ratings for the type of risk and level of cover we provide.

**What Services do we provide?** We assume you are reading this because you have received professional advice that identified a need for the insurance policy requested. We are not permitted to provide advice on your requirement for the insurance policy, or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional advisor.

**Payment for our services** CLS Risk Solutions Limited will not charge you a fee for arranging the insurance policy. Should you decide to proceed with purchasing the insurance policy you will be charged the premium that applies to the insurance policy you request. You may be charged an administration fee by the intermediary who arranges the policy for you. The intermediary will be responsible for disclosing the amount of their administration fee to you.

**Our regulatory status** CLS Risk Solutions Limited is authorised and regulated by the Financial Conduct Authority. Our Reference number is 718255. Our permitted business is arranging non-investment insurance contracts. You can check this on the FCA Register by visiting their website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

**What the Financial Conduct Authority is** The FCA is an independent body that regulates the financial service industry (including general sales and administration) in the UK. The FCA requires that we provide this document for your information.

The FCA requires us to provide you with this document for your information. We recommend that you use the information provided in this document to help you decide if our services are right for you.

**What to do if you have a complaint** We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the **Administrator** at [complaints@clsrs.co.uk](mailto:complaints@clsrs.co.uk). Please quote the details of the Policy (surname and initials, policy number and property address). If the matter is not resolved to Your satisfaction, please write to:

**The Head of Compliance, ERGO Versicherung AG, UK Branch, Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.**

If You are still dissatisfied then You may have a right to refer Your complaint to:

#### **The Financial Ombudsman Service**

**Exchange Tower  
London E14 9SR  
0800 023 4 567 calls to this number are now free on mobile phones and landlines  
0300 123 9 123 calls to this number cost no more than calls to 01 and 02 numbers  
Email at: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).**

The existence, and Your use of, this complaints process is without prejudice to Your other rights under this insurance and to Your rights in law.

**The Financial Services Compensation Scheme (FSCS)** ERGO Versicherung AG, UK Branch is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation under FSCS if You are a "retail customer" as defined by the Financial Conduct Authority.

Further details can be obtained from [www.fscs.org.uk](http://www.fscs.org.uk) or by telephone on 020 7741 4100.