



Landlord's Insurance+

Policy Wording

Section guide

Contents

Welcome to HomeLet, here's your new Policy.....	3
Your Insurers.....	3
The Insurer's Privacy Statements	5
Cancellation.....	7
Changes to Your Policy	7
Governing Law and Jurisdiction.....	7
Financial Services Compensation Scheme.....	8
Claims Contact Numbers.....	8
Definition of words – Sections 1 and 2 (Buildings and Contents) only.....	9
General Conditions – Applicable to Sections 1 and 2 (Buildings and Content).....	12
General Exclusions – Applicable to Sections 1 and 2 (Buildings and Contents).....	14
Section 1 – Buildings Insurance.....	16
Conditions that apply to Section 1 - Buildings.....	21
Section 2 – Contents Insurance.....	23
Conditions that apply to Section 2 – Landlords Contents.....	27
How do I make a claim under Section 1 and/or Section 2 of my Policy?	28
Claims procedure and conditions – applicable to Sections 1 and 2 of this Policy	28
Complaints Procedure – applicable to Sections 1 and 2	30
Section 3 - Prestige Rent Guarantee Insurance.....	31
Complaints handling procedure applicable to Section 3.....	41
Section 4 - Emergency Assistance Insurance.....	42

Landlord's Insurance+ Policy

Welcome to HomeLet, here's your new Policy.

We are delighted that **You** chose to become a HomeLet customer and **We** hope **You** are pleased with **Your** policy.

This Policy is made up of 4 sections to include:

- Buildings insurance – Section 1
- Contents insurance – Section 2
- Prestige Rent Guarantee insurance – Section 3
- Emergency Assistance insurance – Section 4

Your Policy Schedule sets out which sections of cover you have purchased and your sums insured.

The Policy, your Schedule and any Endorsement pages should be read together as one document. Please examine them to make sure they give you the protection according to your present needs. If at any time you wish to add to your cover or revise the cover you currently have, please let HomeLet know – your Policy is designed for easy amendment or extension and an updated Schedule or Endorsement page will be issued each time there is an alteration to sums insured or cover.

Your Insurers

Your policy is underwritten by the following insurers:

For Section 1 and Section 2 of cover:

- Buildings insurance
- Contents insurance

The Insurer

This insurance is arranged by HomeLet and underwritten by ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited. ERGO UK Specialty Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register no 435184. Great Lakes Insurance UK Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register no 955859.

HomeLet is a trading name of Barbon Insurance Group Limited which is authorised and regulated by the Financial Conduct Authority for insurance distribution. Firm Reference Number 308724

For Section 3 of cover:

- Prestige Rent Guarantee

This Policy is underwritten by AmTrust Europe Limited.

AmTrust Europe Limited is registered in England and Wales under company number 1229676 Its registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG and. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202189.

For Section 4 of cover:

- Emergency Assistance insurance

This policy is administered by Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.

Your Cover

This insurance is designed to provide cover for **Your Buildings** and **Landlords Contents** against loss or damage [as well as rent guarantee and emergency assistance cover.

The parties have entered into this contract in good faith and understand their respective obligations. There are General Conditions contained in this Policy as well as other obligations and conditions that are important to **Us** and which **We** rely upon **You** to comply with.

With regard to the events that culminate in a loss **We** will not rely on a breach of an obligation / condition to decline a claim where **You** can prove that the breach could not have increased the risk of the type of loss which actually occurred in the circumstances in which it occurred.

Sections 1 to 2 – Buildings and Contents

The **Policy** defines what is covered (see pages 16-27) and sets out the extent of cover together with obligations and exclusions specific to the cover.

If **You** do need to make a claim under the **Policy**, details of what is required is set out on pages 28-29.

General Exclusions applying to the **Policy** are set out on pages 14 – 15. **We** will not pay a claim if an exclusion(s) is applicable.

The Policy Definitions on pages 9-11 provide the meaning to words and phrases wherever they appear in the **Policy**. You will see words in bold which highlight that for the purposes of this **Policy** they are a definition.

The **Schedule** attaching to this **Policy** will set out the period of this insurance and specify the **Sum Insured**. The **Schedule** may also contain clauses additional to the **Policy** wording that **We** have imposed placing additional obligations/ conditions on **You** and/or varying coverage. The terms of those clauses will be attached to the **Policy** in the form of an endorsement.

In the unlikely event **You** feel that **You** need to make a complaint concerning this insurance **You** will find our complaints procedure on page 30.

Privacy Notice

The privacy and security of **Your** personal information is very important to **Us**. Details are on page 5.

Section 3 – Prestige Rent Guarantee

The Policy defines what is covered (see pages 38 – 40) and sets out the extent of cover together with obligations and exclusions specific to the cover.

If **You** do need to make a claim under the **Policy**, details of what is required is set out in page 35.

General Exclusions applying to the Policy are set out on page 37. **We** will not pay a claim if an exclusion(s) is applicable.

The Policy Definitions at pages 31-33 provide the meaning to words and phrases wherever they appear in the **Policy**, the Policy Definitions on pages 31 – 33 are specific to the Prestige Rent Guarantee Policy. **You** will see words in bold which highlight that for the purposes of this **Policy** they are a definition.

The **Schedule** attaching to this **Policy** will set out the period of this insurance and specify the **Sum Insured**. The **Schedule** may also contain clauses additional to the **Policy** wording that **We** have imposed placing additional obligations/ conditions on **You** and/or varying coverage. The terms of those clauses will be attached to the **Policy** in the form of an endorsement.

In the unlikely event **You** feel that **You** need to make a complaint concerning this insurance **You** will find our complaints procedure on page 41.

Privacy Notice

The privacy and security of **Your** personal information is very important to **Us**. Details are on page [5].

Section 4 – Emergency Assistance insurance

The Policy defines what is covered (see pages 42 – 51) and sets out the extent of cover together with obligations and exclusions specific to the cover.

If **You** do need to make a claim under the **Policy**, details of what is required is set out in page 42.

General Exclusions applying to the Policy are set out on page 48. **We** will not pay a claim if an exclusion(s) is applicable.

The Policy Definitions at pages 44 provide the meaning to words and phrases wherever they appear in the **Policy**, the Policy Definitions on pages 44 are specific to the Emergency Assistance policy. **You** will see words in bold which highlight that for the purposes of this **Policy** they are a definition.

The **Schedule** attaching to this **Policy** will set out the period of this insurance and specify the **Sum Insured**. The **Schedule** may also contain clauses additional to the **Policy** wording that **We** have imposed placing additional obligations/ conditions on **You** and/or varying coverage. The terms of those clauses will be attached to the **Policy** in the form of an endorsement.

In the unlikely event **You** feel that **You** need to make a complaint concerning this insurance **You** will find our complaints procedure on page 50.

Privacy Notice

The privacy and security of **Your** personal information is very important to **Us**. Details are on page 6.

It is strongly recommended that **You** read the **Policy** including the **Schedule** and any endorsements to ensure that the cover meets with **Your** requirements and **You** are able to comply with the terms, otherwise **You** should immediately advise **Us** via HomeLet to request any variation to the cover or terms. **We** will then decide whether or not to agree to a variation of the **Policy**. However, the terms of the **Policy** will remain unaltered unless **We** have agreed to a variation in writing.

The Insurer's Privacy Statements

ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited Privacy Notice

The privacy and security of **Your** personal information is very important to **Us**. Great Lakes Insurance UK Limited is part of the Munich Re Group of companies which takes **Your** privacy very seriously. For details of how **We** use the personal information **We** collect from **You** and **Your** rights please view **Our** privacy policy at <https://www.munichre.com/glise/en/general/privacy.html>. If **You** do not have access to the internet please contact **Us** and **We** will send **You** a printed copy..

AmTrust Europe Limited's Privacy Notice

The **Insurer** is committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is AmTrust Europe Ltd. Below is a summary of the main ways in which it processes **Your** personal data, for more information please visit the **Insurer's** website at www.amtrusteurope.com

Sensitive Personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by the **Insurer** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for the **Insurer** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in its notice.

How the Insurer uses your Personal Data and who it shares it with

The **Insurer** may use the personal data it holds about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **You** with information, products or services that **You** request from the **Insurer** or which it feels may interest **You**. The **Insurer** will also use **Your** data to safeguard against fraud and money laundering and to meet its general legal or regulatory obligations.

Disclosure of your Personal Data

The **Insurer** may disclose **Your** personal data to third parties involved in providing products or services to it, or to service providers who perform services on its behalf. These include the **Insurer's** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

International Transfers of Data

The personal data that the **Insurer** collects from **You** may be transferred to, processed and stored at, a destination outside the UK and the European Economic Area ("EEA"). The **Insurer** currently transfers personal data outside of the UK, the EEA to the USA and Israel. Where it transfers **Your** personal data outside of the UK or EEA, the **Insurer** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

Your Rights

You have the right to ask the **Insurer** not to process **Your** data for marketing purposes, to see a copy of the personal information it holds about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask the **Insurer** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with the **Insurer's** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or the **Insurer's** business relationship with **You**, unless the **Insurer** is required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning the **Insurer's** use of **your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

HomeLet's Privacy Notice

We are Barbon Insurance Group Limited trading as HomeLet. **Our** ICO registration number is Z6363100 which can be verified on the ICO Data protection public register. [Information Commissioners - Data protection public register \(ico.org.uk\)](https://ico.org.uk)

The following notice sets out how **We** will use and protect **Your** personal data. **We** are committed to protecting **Your** information and ensure that all policies and procedures followed are done so in accordance with the principles of Data Protection Legislation.

The Data Controller is a person or organisation that determines the purposes and the manner in which any personal data is processed. **We** are the Data Controller for all activities carried out by HomeLet.

How we collect and use your information

We will only use **Your** information where **We** are allowed to by law e.g. carrying out an agreement **We** have with you, fulfilling a legal obligation because **We** have a legitimate business interest or where **You** agree to it. **We** will never collect special category information about **You** without **Your** explicit consent.

If **We** provide an Agency Account to **You**, including referencing **Your Tenants** and providing **You** with insurance, **We** will collect the information of **Your** business and staff members on the basis of **Our** contractual relationships. The personal data **We** collect will include **Your** name, date of birth, personal address, work telephone number and work email address. **We** will never collect sensitive information about **You** or **Your** employees without **Your** explicit consent.

Who We share Your information with

We may pass your personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

We may also share your personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within HomeLet and Insurers (including their group of companies) to:

- assess financial and insurance risks;
- recover debt;

- to prevent and detect crime; and/or
- develop products and services.

How long we will keep your information

We will keep **Your** information for as long as **You** have a relationship with **Us**. After it ends **We** will keep it where **We** may need it for our legitimate purposes e.g. to help **Us** respond to queries or complaints, for claims and legal proceedings to be bought or defended or for other reasons including fighting fraud and financial crime, and responding to requests from regulators.

All **Our** Agency Management records will be retained whilst **Your** account is active and for a period of not more than three years from the date **Your** account is closed.

HomeLet's full privacy notice

This notice explains the most important aspects of how **We** use **Your** data. **You** can get more information about this by viewing **Our** full privacy notice online at www.barbon.com/about-us/pprivacy-notice/ or request a copy by emailing dataprotection@barbon.com. Alternatively **You** can write to the Data Protection Officer, Hestia House, Edgewest Road, Lincoln, LN6 7EL

AmTrust Europe Limited and Arc Legal Assistance Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

1. Data Protection

Arc Legal Assistance and the **Insurer** are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit www.arclegal.co.uk and www.amtrusteurope.com

2. How We Use Your Personal Data and Who We Share it With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice

4. Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. International Transfers of Data

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **We** transfer **Your** personal data outside of the UK and EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

6. Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

7. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

Cancellation

How to cancel this insurance

To cancel this insurance (before, during or after the “cooling off period”) please give **Us** notice via HomeLet or in writing to **Our** address as stated in **Your Policy** wording.

Cooling off period

You have a statutory right to cancel **Your Policy** within fourteen (14) days from the day of purchase or renewal of the **Policy** or the day on which **You** receive **Your Policy** or the renewal documentation, whichever is later.

If **You** wish to cancel and the **Policy** has not yet commenced, **You** will be entitled to a full refund of the **Premium** paid. Alternatively if **You** wish to cancel and the **Policy** has already commenced, provided **You** have not made a claim and there hasn't been an incident that could give rise to a claim, **You** will be entitled to a refund of the **Premium** paid, less a proportional deduction for the time **We** have provided cover as stated in “Return of **Premium**” below.

If **You** do not exercise **Your** right to cancel **Your Policy**, it will continue in force and **You** will be required to pay the **Premium**.

After the cooling off period

For cancellation outside the statutory cooling off period **You** can cancel this **Policy** at any time. If **You** cancel this **Policy** after the cooling off period, **We** will pay **You** a refund of any **Premium** paid less a deduction in respect of the time for which **You** have been covered as stated in “Return of **Premium**” below.

Our right to cancel this insurance

We may cancel this **Policy** where there is a valid reason by giving **You** thirty (30) days' notice in writing either to **Your** last known address and/or via email. If **We** cancel this **Policy**, **We** will pay **You** a refund of any **Premium** paid as stated in “Return of **Premium**” below.

Reasons **We** may decide to cancel **Your Policy** include if:

- a) there is reasonable suspicion of fraud or where there has been misrepresentation of material information and/or other non-disclosure;
- b) the information that forms the basis of this contract changes;
- c) **You** do not co-operate or supply information or documentation that **We** request which materially affects **Our** ability to process the **Policy** or **Our** ability to defend **Our** interests;
- d) the **Premium** has not been paid;
- e) threatening or abusive behaviour or the use of threatening or abusive language, intimidation or bullying of **Our** staff or suppliers.

Cancellation – instalment payments

If **You** pay **Your Premium** by direct debit and there is any default in payment **We** may then cancel this **Policy** and a refund or credit of **Premium** may not be due when cancellation takes place in these circumstances.

Return of Premium

If **You** have made a claim or there has been an incident which could give rise to a claim, **We** will not return any **Premium**.

If this **Policy** is cancelled, provided **You** have not made a claim and there hasn't been an incident that could give rise to a claim, **We** will return the **Premium** stated in the **Schedule** less a deduction for the time for which **You** have been covered on a proportional basis (for example, if **You** have been covered for 6 months, the deduction for the time **You** have been covered will be half the annual **Premium**).

Changes to Your Policy

We have the right to change the terms of **Your Policy** and / or **Premium**, by giving **You** not less than 60 days prior notice of the change taking effect.

Governing Law and Jurisdiction

The parties to a contract of insurance are free to choose the law and jurisdiction applicable to that contract. In the absence of any agreement to the contrary stated on the **Schedule**, the laws of England and Wales will apply and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Language

The language of **Your Policy** and any communication throughout the duration of the **Period of Insurance** will be English.

Definition of words

At the beginning of each section of your **Policy** certain words have been defined. Defined words have the same meaning wherever they are used in that section or your **Policy** and **Schedule** and they and other important words are highlighted by the use of bold print.

Financial Services Compensation Scheme

The **Insurers** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **We** cannot meet **Our** obligations to **You**. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS, PO Box 300, Mitcheldean, GL17 1DY, Telephone: **0800 678 1100** or www.fscs.org.uk/contact-us .

Claims Contact Numbers

Buildings and Contents

In the event that you need to make a claim simply telephone the Buildings and Contents claim line on 0330 333 7230. Lines are open Monday to Friday 9am - 5pm.

Rent Guarantee

In the event that you need to make a claim simply telephone the HomeLet Rent Guarantee claim line on 0330 333 7067. Lines are open Monday to Friday 9am - 5.30pm.

Emergency Assistance

If you have taken out Emergency Assistance Cover and need to make a claim then simply telephone 01384 884080

. This telephone number is available 24 hours a day, seven days a week.

Definition of words – Sections 1 and 2 (Buildings and Contents) only

Accidental Damage

Damage that is unexpected and unintended caused by something sudden and which is not deliberate.

Buildings

Buildings used wholly or partially as private dwellings including:

- outbuildings, tennis courts and swimming pools used by residents for domestic and leisure purposes;
- garden walls, patios, hardcourts, paved terraces, hedges, fences, gates, paths, drives, cesspits and septic tanks and receiving antennae
- interior decorations, landlord's fixtures and fittings including aerials;
- any common parts to **Your Buildings**;
- garages, forecourts and car parks,

owned by **You** or for which **You** are legally responsible, all situated at the address(es) shown in the **Schedule**.

Computer systems

The words **Computer System** shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned or operated by **You** or any other party.

Consequential loss

Any other costs that are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this **Policy**. This includes but is not limited to the following;

- a. loss of revenue
- b. loss of earnings
- c. additional travel costs
- d. loss assessor fees
- e. the cost of preparing a claim
- f. compensation for stress or inconvenience.

Contractors

Any person, persons, company, firm or organisation which is or are at the **Buildings** for the purpose of carrying out construction alteration, extension, or repairs to the **Buildings**.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

The words **Cyber Incident** shall mean:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Cyber Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**

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**.

Data Processing Media

Any property insured by this Policy on which **Data** can be stored but not the **Data** itself.

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, **Flood**, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal.

Endorsement

A specific term, condition of variation to the **Policy**.

Excess

The first amount of any claim for which **You** are responsible. This only applies to certain sections of this Policy and/or if shown in **Your Schedule**.

Flood

The escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam. Inundation from the sea. Rain induced run off, whether resulting from storm or not.

Household

You, all members of **Your** family and any other persons permanently living in **Your** home (other than **Tenants**).

Insurer/Our/Us/We

- (i) Great Lakes Insurance UK Limited; and
- (ii) ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited

Landlords Contents

Either:

- a. domestic furniture and furnishings (including kitchen and bathroom units, fixtures and fittings in respect of Leasehold properties only), belonging to **You** or for which **You** are responsible in any **Buildings**, excluding:
- **Valuables**
 - personal effects
 - **Money**
 - credit cards
 - pedal cycles
 - swimming pool covers
 - pets and livestock
 - any part of the structure, fixtures and fittings, ceilings or decorations of the **Buildings**
 - bonds, bills of exchange, promissory notes and securities for Money
 - property used for Business or Trade purposes
 - plants, trees or any growing matter
 - contact or corneal lenses
 - electric or motorised wheelchairs
- or if Contents Insurance for Unfurnished Properties is operative on the Policy Schedule,
- b. carpets, curtains, interior sun blinds, light fittings, fridges, freezers, dishwashers, washing machines, dryers, cookers and microwaves belonging to **You** or for which **You** are responsible in any **Buildings**.

Money

Cash, bank or currency notes, cheques, postal and money orders, current postage stamps and National Insurance Stamps all belonging to **You** or for which **You** are responsible.

Period of Insurance

The period of time this **Policy** is effective as shown in **Your Schedule** or until cancelled. Each renewal represents the start of a new **Period of Insurance**.

Policy

The **Policy** incorporates this policy wording, **Your Schedule**, **Endorsements** and all terms and conditions of **Your** insurance contract with **Us**.

Pollution

- a) Pollution or contamination by naturally occurring or man-made substances, forces, and organisms, including, but not limited to,
- (i) any actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material or device, whether or not related in any way to any act of **Terrorism**, and
 - (ii) the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory; and
- b) all loss, damage or injury directly or indirectly caused by pollution or contamination as stated in a) above.

Premium

The agreed amount payable by **You** by Direct Debit/ Credit Card/ Debit Card each month or annually in order that cover remains in force under the terms and conditions of this **Policy**.

Schedule

The document which provides specific details of the insurance cover in force including **Your** name and the **Buildings** address, **Period of Insurance**, the **Premium** and the sections of this **Policy** that apply.

Sum Insured

The amount shown in **Your Schedule** and being the maximum amount **We** will pay in the event of any claim on this **Policy**.

It is noted that the **Sum Insured** for **Buildings** identified in the **Schedule** should include the value at risk of the **Buildings** including an allowance for **Removal of Debris, European Retained and/or Assimilated Legislation and Public Authorities, Architects Surveyors Legal and Consulting Engineers Fees**.

Territorial Limits Great Britain, Isle of Man, Channel Islands and Northern Ireland.

Terrorism

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.

The Business

Owning the **Buildings** described in the Policy Schedule.

Unoccupied

The **Building** is deemed as unoccupied when it is not lived in by a **Tenant**. Unoccupancy is deemed to start from the date the last **Tenant** vacated the **Building**, which may pre-date the inception of this cover.

Tenant

A person occupying **Your Buildings** by virtue of a tenancy agreement.

Valuables

Articles of gold, silver or other precious metals, jewellery, watches, photographic equipment, binoculars, furs, curios and other works of art, audio and audio visual equipment (excluding television receiving equipment, save for satellite and cable television receivers, having a replacement cost as new of £750 or less), home computer equipment, collections of stamps, coins and medals all belonging to **You** or for which **You** are responsible.

Workmen

Any person, persons, company, firm or organisation which is or are at the **Buildings** for the purpose of carrying out repairs, decoration, general maintenance and minor alterations to the **Buildings**.

- g. additional travel costs
- h. loss assessor fees
- i. the cost of preparing a claim
- j. compensation for stress or inconvenience.

You/Your(s)/Yourself

The person or persons shown in the **Schedule** as the policyholder.

Your policy is administered by HomeLet on behalf of the **Insurer** as listed above.

General Conditions – Applicable to Sections 1 and 2 (Buildings and Content)

1. Information Provided by You

In deciding to accept this insurance and in setting the terms and **Premium**, **We** have relied on the information **You** have given **Us**. Please refer to "How to amend this insurance" below.

At the commencement of the **Period of Insurance** or at the subsequent renewal of the **Policy**, **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete including any presentation(s) to **Us** on **Your** behalf.

If the information **You** provide is not accurate and complete **Your Policy** may not cover **You** fully, or at all.

2. How to amend this insurance

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform HomeLet as soon as reasonably practicable. If **You** need to change the information **You** have given HomeLet because a mistake has been made or if that information changes at any time, please contact HomeLet as soon as reasonably practicable on becoming aware of that mistake or change.

3. Changes in Circumstances

You must notify **Your Agent** immediately of any change in **Your** circumstances and in particular the use of **Your Buildings**; the type of **Tenant** occupying the **Buildings**; the cost of rebuilding **Your Buildings** or replacing **Your Landlords Contents**.

REMEMBER – failure to notify **Us** of changes may affect any claim **You** make.

When **You** make a change to **Your Policy** or tell **Us** about a change to the information **You** have given **Us**, **We** or HomeLet will write to **You** if **We**:

- need to amend the terms of **Your** insurance; or
- require **You** to pay more for **Your** insurance.

4. Advice of Unoccupancy

It is a condition precedent to **Our** liability under this **Policy** that if any **Residence** is **Unoccupied** for more than 180 consecutive days **You** will notify **Us** in writing immediately.

If **You** do not notify **Us** in writing that **Your Residence** is **Unoccupied** for more than 180 consecutive days all cover under this **Policy** will cease.

5. Renewal of this insurance

When **Your Policy** is due for renewal, HomeLet will contact **You** at least twenty-one (21) days before the **Period of Insurance** ends with full details of **Your** next year's premium and policy terms. **Your Policy** will be on an auto renewal basis unless **You** tell **Us** otherwise. If **You** do not want to renew the **Policy**, please contact HomeLet.

Occasionally, **We** may not be able to offer to renew **Your Policy**. If this happens, **We** will write to HomeLet at least twenty-one (21) days before the expiry of **Your Policy** to allow enough time for **You** to make alternative insurance arrangements.

6. Duty of Care

You must take actions to prevent and reduce any costs, damage, injury or loss and ensure that **Your Buildings** are maintained in a good state of repair. All protections installed for the protection of the **Buildings** must be regularly maintained and be in use when the **Buildings** are left unattended or when any occupants have retired for the night.

7. Arbitration

Where **We** have accepted a claim but the amount to be paid is in dispute the matter will be referred to an independent arbitrator acceptable to the parties involved.

8. Multi-Property Policy

It is understood and agreed that each **Buildings**, as listed in **Your Schedule**, is deemed to be covered as though separately insured.

9. Notice of Building Works

You must notify **Your Agent** prior to the start of any conversions and extensions to any buildings specified in the **Schedule**. **We** reserve the right to amend cover or any of the terms, conditions and exclusions of this **Policy** during the period of building works.

10. Non-invalidation

Any act or omission on the part of a **Tenant** without **Your** knowledge and beyond **Your** control will not affect **Your** rights under this **Policy** provided **You** give notice to **Us** in writing immediately after **You** become aware of such act or omission and **You** agree to pay any additional premium **We** may require.

11. Non-invalidation – mortgagees

If **You** or the occupiers of the **Insured Property** do anything which increases the risk of loss or damage occurring and such action has been taken without the knowledge or authority of the Mortgagees then the rights of the Mortgagees under this **Policy** will not be affected provided notice is given to **Us** in writing immediately that they become aware of the action taken and they agree to pay any additional premium **We** may require.

12. Other interests

The interest(s) of other parties in the insurance by this **Policy** is noted, it being understood that in the event of damage, the nature and extent of such other interest(s) will be disclosed by **You**.

13. Our Rights after a claim

We have the right to take over and conduct in **Your** name the defence or settlement of any claim. **We** may take action in **Your** name at **Our** expense and for **Our** benefit in order to recover from others any payment made under this **Policy**.

14. Contracts (Rights of Third Parties) Act

A person or company who is not party to this **Policy** has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

15. Basis of Tenancy Agreement

It is a condition precedent to **Our** liability under this **Policy** that any letting of the **Buildings** by **You** is on the basis of an Assured Shorthold Tenancy as defined in the Housing Act 1988, a Private Residential Tenancy as defined in the Private Housing (Tenancies) (Scotland) Act 2016, a Standard Occupation Contract as defined in the Renting Homes (Wales) Act 2016, but not Introductory Standard Contracts, Prohibited Conduct Standard Contracts or Secure Contracts, a Private Tenancy as defined under The Private Tenancies (Northern Ireland) Order 2006 or a legally binding company let agreement between **You** and the **Tenant** unless an alternative basis of tenancy has otherwise been agreed and confirmed by **Us** in writing.

16. Sanctions

This **Policy** will not provide any insurance cover or benefit and **We** will not pay any sum if doing so would mean that **We** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **Us**.

General Exclusions – Applicable to Sections 1 and 2 (Buildings and Contents)

We will not cover loss or damage or liability arising outside of the United Kingdom unless specified to the contrary within Your Policy.

- **Radiation**
We will not indemnify You against loss, damage, cost or expense or **Consequential Loss** directly or indirectly caused by or contributed by or arising from;
 - i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
 - v) any chemical, biological, bio-chemical, or electromagnetic weapon.

- **War**
We will not indemnify You against loss, damage, cost, expense or **Consequential Loss** in respect of any loss, cost or expense directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

- **Terrorism**
We will not indemnify You against loss, damage, cost or expense or **Consequential Loss** directly or indirectly caused by or arising out of or in connection with **Terrorism** or any loss, damage, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

If **We** allege that by reason of this exclusion, any loss, damage, cost or expense or liability is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- **Nuclear Energy Risks**
We will not indemnify You in respect of Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy**, Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

- i) nuclear reactors and nuclear power stations or plant;
- ii) any other premises or facilities whatsoever related to or concerned with:
 - o the production of nuclear energy or
 - o the production or storage or handling of nuclear fuel or nuclear waste
- iii) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

- **Deliberate Act**
We will not indemnify You against loss, legal liability or damage caused intentionally by **You** or anyone working on **Your** behalf.

- **Existing Damage**
We will not indemnify You against loss or damage occurring prior to the commencement of Your **Policy**.

- **Sonic Pressure**
We will not indemnify You against loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.

- **Consequential Loss**
We will not indemnify You against **Consequential Loss** as a result of any claim under this **Policy**.

- **Wear and Tear**
We will not indemnify You against loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.

- **Cyber and Data**
 1. Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** excludes any:
 - i) **Cyber Loss**, unless subject to the provisions of paragraph 2;
 - ii) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
 2. Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, this **Policy** covers physical loss or physical damage to **Buildings** under this **Policy** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
 3. Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, should **Data Processing Media** owned or operated by **You** suffer physical loss or physical damage insured by this **Policy**, then this **Policy** will cover the cost to repair or

replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this **Policy** excludes any amount pertaining to the value of such **Data**, to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled.

4. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5. This exclusion supersedes and, if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on **Cyber Loss, Data** or **Data Processing Media**, replaces that wording.

- **Due Care**

We will not indemnify **You** against **Your** legal liability caused by or arising out of the deliberate, conscious or intentional disregard of **Your** obligation to take all reasonable steps to prevent bodily injury or loss of or damage to **Property**.

- **Motor Vehicles**

We will not indemnify **You** against loss or damage caused to any motor vehicles (other than a private garden vehicle), caravans, trailers or watercraft and/or their accessories.

- **Pollution**

We will not indemnify **You** against loss, damage or expense directly or indirectly caused by or contributed by or arising from **Pollution**.

- **Asbestos**

We will not indemnify **You** against any loss or damage or **Your** legal liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss.

- **Disease**

We will not indemnify **You** against any loss, damage or **Consequential Loss** in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

Disease, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.

Section 1 – Buildings Insurance

This section only applies when shown in **Your Schedule**. Please also see the Conditions and Exclusions section of the **Policy**.

We will cover **Your Buildings** against accidental loss or damage subject to any section **Excess** as stated below in the **Policy** and/or **Your Schedule**. If an **Excess** has been applied then there is no lower claim limit however the **Excess** amount will be deducted from the claim payment.

We will pay:

1. Up to the **Sum Insured** under this section for loss of or damage to **Buildings** caused by:
 - a. Fire, smoke, explosion, lightning or earthquake
 - b. Storm or **Flood**
 - c. Collision or impact involving any:-
 - i. vehicle, train, aircraft or other aerial device or anything dropped from them,
 - ii. animal
 - d. Riot, civil commotion, strikes, labour and political disturbances
 - e. Malicious damage
 - f. Escape of water from any fixed water or heating installation or domestic appliance
 - g. Escape of oil from any fixed heating installation
 - h. Theft, or attempted theft
 - i. Falling television or radio aerials, aerial fittings, satellite dishes or masts
 - j. Falling trees or branches
 - k. Subsidence or ground heave of the site on which the **Buildings** stands or landslip

We will not pay for:

1. the **Excess**
- loss or damage to **Your Buildings** when it has remained **Unoccupied** for more than 180 consecutive days
- b. loss or damage:
 - i. by subsidence, ground heave or landslip except as covered under subsidence peril
 - ii. to gates hedges, fences, drives or paths
 - iii. to radio or television aerials
 - iv. caused by rising ground water levels
 - v. caused by or attributable to inadequate maintenance of the **Buildings**
 - vi. caused by frost
- c. loss or damage caused by domestic pets
- e. loss or damage:
 - i. to **Buildings** when it has remained **Unoccupied** for more than 90 consecutive days
 - ii. caused by **You**, the **Tenant** or person lawfully at the **Buildings**
- f. loss or damage:
 - i. to any **Buildings** which has remained **Unoccupied** for more than 90 consecutive days
 - ii.
 - iii. to the appliance/installation itself
 - iv. resulting from any gradually operating cause
- g. loss or damage:
 - i. to any **Buildings** which has remained **Unoccupied** for more than 90 consecutive days
 - ii. resulting from any gradually operating cause
- h. loss or damage:
 - i. to **Buildings** when it has remained **Unoccupied** for more than 90 consecutive days
 - ii.
 - iii. unless violent and forcible means are used to gain entry or exit to the **Buildings**
 - iv. by any member of **Your** family, any **Tenant** or other person lawfully at the **Buildings** who don't have a formal tenancy agreement
 - v. any amount recoverable from the **Tenant** up to the total amount of the initial deposit if they are liable under their tenancy agreement
- i. loss or damage to the aerials, aerial fittings, satellite dishes or masts
- j. loss or damage:
 - i. caused by felling or lopping
 - ii. to gates or fences
- the cost of removal of the tree or branch unless the damage has been caused to **Buildings** by its fall
- k. An **Excess** of £1,000 (unless stated otherwise in the **Schedule**)
- loss or damage:
 - i. caused by erosion of the coast or riverbank
 - ii. to swimming pools, garden walls, pathways, patios, terraces, fences, paths and drives unless damaged at the same time as the main buildings which form part of **Your Insured Property**
 - iii. to solid floor slabs unless the foundations beneath the external walls are damaged or destroyed at the same time by the same cause
 - iv. caused by bedding down of new structures
 - v. caused by any settlement shrinkage or expansion
 - vi. caused by demolition, structural alteration or repair, inadequate construction of foundations

We will pay:

2. **Property fees and costs**
For fees, clearance and shoring up costs, incurred with **Our** prior consent, following loss or damage insured by this section provided such fees and costs together with the amount payable under any other cause insured by this section do not exceed the **Sum Insured** on **Your Buildings**.
3. **Additional costs of rebuilding or repair**
For damaged parts of the **Buildings** solely to comply with any statute or bye-laws.
4. **Trace and access**
In the event of loss or damage to the **Buildings** by escape of water from a pipe concealed in a wall ceiling or floor or in the ground of the land on which the building stands in respect of the cost of locating the point of escape repairing or replacing the defective section of pipe and making good.
5. **Metered Water and Gas Charges**
The cost incurred by **You** as determined by the respective supply undertaking company's meter for metered water and gas charges demanded by the supply undertaking company following damage to the apparatus after the point of the service feed to the **Buildings**.
6. **Loss of Rent or Alternative Accommodation**
up to 2 years rent on **Buildings** following loss or damage by any peril defined in 1 of this section:
 - a. as a result of any part of **Your Buildings** being made uninhabitable for:
 - i. loss of rent, or
 - ii. the necessary and reasonable cost of alternative accommodation and/or temporary storage of furniture as incurred by **You**, and
 - iii. up to 2 years ground rent
 - b. the costs necessarily and reasonably incurred by **You** with **Our** consent in re-letting the **Buildings** solely as a consequence of the loss or damage
7. **Sale of Buildings**
Up to the **Sum Insured** on **Your Buildings** to any purchaser for loss or damage or other costs covered by this section. This applies only during the period between exchange of contracts and completion date and provided **Your Buildings** is not otherwise insured.
8. **Emergency Access**
The cost of repair, up to £1,000, in respect of damage to **Your Insured Property** through the actions of the emergency services while attending **Your Buildings** to deal with a medical emergency.
9. **Accidental Damage**
(This cover only applies when **Accidental Damage** appears under the Buildings section on the Policy Schedule)
 - up to the **Sum Insured** for loss or damage to **Your Buildings** caused by **Accidental Damage**
 - **Accidental Damage** to service pipes, cables and inspection costs for which **You** have accepted responsibility, which service **Your Buildings**
 - **Accidental Damage** to fixed water pipes and tanks caused by internal stress due to freezing, overheating or excessive water pressure
 - up to the **Sum Insured** for loss or damage to **Your Buildings** caused by Malicious Act of the **Tenant**

We will not pay for:

2. the **Excess**
 - fees charged for the preparation of any claim
4. the **Excess**
 - any cost arising from normal wear and tear or deterioration
 - any amount in excess of £5,000
5. the **Excess**
 - any loss not discovered within 180 days of the damage occurring
 - any loss occurring when the **Buildings** in which the loss occurs is **Unoccupied**
 - any amount in excess of £1,000
6. the **Excess**
 - any loss where any part of **Your Buildings** was **Unoccupied** prior to the loss unless verified by a tenancy agreement confirming future occupation
 - any loss incurred once the damaged part of **Your Buildings** is habitable
 - any amount in excess of £50,000 in any one **Period of Insurance**
9. the **Excess**
 - any amount recoverable from the **Tenant** up to the total amount of the initial deposit paid (proof of the deposit payment must be submitted in the event of a claim)
 - the cost of maintenance and normal redecoration
 - loss or damage:
 - i. that is already covered under the **Tenant's** own contents insurance policy
 - ii. resulting from any gradually operating cause
 - iii. to **Your Buildings** when it has remained **Unoccupied** for more than 90 consecutive days
 - iv. to service pipes and cables which **You** are not legally liable to repair
 - v. caused by neglect or lack of routine maintenance
 - vi. caused by cleaning, repairing, restoration, wear and tear or depreciation, wet or dry rot, mould, woodworm, insects, vermin, any climatic condition or other gradual cause
 - vii. caused by faulty workmanship, defective design or defective materials
 - viii. caused by mechanical or electrical fault, breakdown or derangement
 - ix. caused by domestic pets
 - x. specifically excluded under the Buildings section or elsewhere in this Policy

We will pay:

10. Denial of Access

if during the **Period of Insurance Your Buildings** is not itself damaged but access is denied as a result of **Accidental Damage** by an **Insured Peril** to premises within a one mile radius from **Your Buildings** where such **Accidental Damage** shall physically prevent access to the **Buildings**, **We** will pay for

- i) rent (including ground rent and management charges) **You** should pay or should have received but have lost
- ii) the costs of reasonable alternative accommodation and temporary storage of **Your** furniture

Provided that these **Insured Perils** are insured under The Buildings section of this policy in respect of **Your Buildings** and such loss results from the compulsory actions taken by police competent authority or any other statutory authority

Definition

For the purposes of this cover the following Definition applies:

Insured Peril(s) Fire lightning explosion aircraft or other aerial devices or items dropped from them theft earthquake storm flood escape of water from any tank, apparatus or pip, leakage of oil from any fixed domestic heating installation, impact by any road vehicle or animal

We will indemnify You:

11. Legal Liability as Owner

(or in the event of death the legal personal representative)

- a. up to £5,000,000 in respect of all compensation payable by **You** to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause plus costs agreed by **Us** in advance in writing which **You** become legally liable to pay arising directly as a consequence of **Your** ownership of the **Buildings** for:

- i. accidental death or injury to any person; or
- ii. loss of or damage to property which neither belongs to **You** or is in **Your** care,

occurring during the **Period of Insurance** in the **Territorial Limits**;

- b. up to £5,000,000 which **You** as the former owner of any property covered by this section become legally liable to pay for accidental injury or damage to the property of others during the **Period of Insurance** and arising from a defect in the premises;
If the Buildings section of the Policy is cancelled this part of the liability cover will continue to operate
- c. solicitors fees arising from a claim under this paragraph for:
 - i. representation at any coroner's inquest or fatal accident enquiry
 - ii. defence in any court of summary jurisdiction arising out of any possible claim

We will for the purpose of this clause treat as though they were the owner or former owner any of **Your Tenants** or lessees provided that they fulfil the terms and conditions of this policy in so far as they can apply.

We will not pay for:

10.

- i) any loss that does not result in access being denied for at least 12 hours duration
- ii) any amount in excess of 30% of the total **Sum Insured on Your Buildings** or £1,000,000 which ever is the lesser any one claim or in any one **Period of Insurance**
- iii) for longer than 12 weeks duration from the date of **Accidental Damage** by the **Insured Peril**
- iv) where an incident occurs resulting in a claim under this cover **You** cannot claim under 6 Loss of Rent and Alternative Accommodation Expenses for the same incident

The Basis of Settlement 6 Reinstatement of Sum Insured Clause does not apply to this cover

We will not indemnify You for:

11. a & b

- loss of or damage to property or accidental death or injury:
 - i. arising out of any deliberate act
 - ii. arising out of any employment, business or profession other than property owning
 - iii. arising out of any work in the **Buildings** by **Your** employees
 - iv. suffered by anyone under a contract of service with **You** and arising out of the work they are employed to do
 - v. arising from accidents involving any dog described in section 1 of the Dangerous Dogs Act 1991
- accidental death or injury, loss or damage arising from the ownership, possession or use by **You** or on **Your** behalf of:
 - i. any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare
 - ii. any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft
- any fines or penalties
- Legal liability which is assumed by **You** under agreement unless such liability would have arisen in the absence of that agreement
- loss or damage to property or accidental death or injury insured under any other current policy of insurance or any subsequent policy if this section has been cancelled

Additional Benefits

Capital Additions

If during the **Period of Insurance** alterations or additions are made to or at **Your Buildings** and such additional property is not otherwise insured it will be held covered under this section of this **Policy** from the time from which **You** became responsible for it until the next renewal of this **Policy** at which date specific insurance will be effected.

The **Sum Insured** for the additions will be deemed to be increased for that period only by the value of the additions to the **Buildings** but not more than 10% of the **Sum Insured** and subject to **Our** liability not exceeding £100,000 in respect of additions at any one location.

You will pay the appropriate additional premium and tax. All the terms and conditions and provisions of this Insurance apply to this Additional Benefit except as expressly varied.

Workmen

Workmen may be employed to effect repairs, decoration, general maintenance and minor alterations without prejudice to the insurance.

We shall not be liable for damage caused by **Contractors at Buildings** for the purpose of carrying out contract works, structural or other substantial alterations or extensions (including any contract under JCT conditions) unless agreed by the **Us** in advance.

It is a condition precedent to **Our** liability that when any such work involves the application or generation of heat whether by **Contractors** or **Workmen** or otherwise **You** shall take all reasonable steps to ensure that the appropriate precautions are taken and measures imposed to ensure a safe working environment and minimise the risk of fire or other damage.

Extension

Legal liability as employer

The cover provided by this Section is extended to provide Legal Liability Insurance as follows:

Amount of indemnity

Employers Liability£10,000,000

Public Liability£5,000,000

The following interpretation applies throughout this Extension

1. The Insured includes:
 - a. in the event of **Your** death, any of **Your** legal personal representatives in respect of liability incurred by **You**
 - b. if **You** so request as far as concerns Occurrence b) only any of **Your** directors, partners, gardeners, porters, caretakers or cleaners in their capacity as such
2. If there is more than one person specified in the **Policy Schedule** as being the Insured, this extension shall apply separately to each person but **Our** total liability shall not exceed the **Amount of Indemnity**.
3. Property in **Your** charge or under **Your** control shall not include employees' or visitors' personal effects.
4. Occurrences:
 - a. Employers liability:
Death, bodily injury, illness or disease to any gardener, porter, caretaker or cleaner under a contract of service or apprenticeship with **You** and resulting from the work they are employed to do in connection with the maintenance, care or upkeep of the **Buildings**.
 - b. Public Liability:
 - i. Accidental death or injury of any person
 - ii. loss or damage to property excluding bodily injury to or illness or disease of any person arising out of and in the course of their employment by **You** under a contract of service or apprenticeship and excluding loss of or damage to property belonging to **You** or in **Your** charge or under **Your** control

We will indemnify You:

In the event of any Occurrence described above, happening during the **Period of Insurance**, **We** will indemnify **You** against:

- a. sums which **You** shall become legally liable to pay for compensation and claimant's costs and expenses in respect of any Occurrence in connection with **The Business**
- b. costs and expenses of litigation incurred with **Our prior** written consent in respect of a claim made against **You** to which the indemnity expressed in this extension applies
- c. the payment of Solicitors' fees incurred with **Our prior** written consent for **Your** representation at proceedings in any Court of Summary Jurisdiction, arising out of any alleged breach of a statutory duty resulting from an Occurrence which may be the subject of indemnity under this Extension, or at any Coroner's Inquest or Fatal Accident Enquiry in respect of such Occurrence

Extension

The indemnity provided by this Extension shall also apply to liability incurred by **You** in respect of legal costs and other expenses (other than fines or penalties imposed) incurred with **Our prior** written consent and prosecution costs awarded against **You**, arising out of **Your** prosecution for a breach or alleged breach, during the **Period of Insurance**, of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not indemnify You for:

- Legal liability which is assumed by **You** under agreement unless such liability would have arisen in the absence of that agreement.
- Any claim or other proceedings against **You** lodged or prosecuted in a court outside the **Territorial Limits**.
- Liability for death of, bodily injury to, or illness or disease of any member of **Your** family.
- any liability under Occurrence b in respect of:
 - i. injury, illness or disease, loss or damage caused by anyone in **Your** employment other than a gardener, porter, caretaker or cleaner
 - ii. loss or damage to property which results from **Your** deliberate act or omission and which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission
 - iii. injury, illness or disease, loss or damage, arising from the ownership, possession or use by **You** or on **Your** behalf of:
 - any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which compulsory insurance or

security is required by any road traffic legislation or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare

- any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft

- iv. loss of or damage to any commodity, article or thing supplied installed or erected by **You** if such loss or damage is attributable to any defect therein or the harmful nature or unsuitability thereof
- v. accidents involving any dog described in section 1 of the Dangerous Dogs Act 1991
- vi. any fines or penalties

Conditions for legal liability as employer

Avoidance and Recovery

If any claim is not covered by this Extension **You** will repay to **Us** all payments made solely because of the compulsory insurance law of a country to which this extension applies.

Basis of claims settlement for all liability cover

Our liability for all compensation payable to any claimant or number of claimants in respect of or arising out of any one Occurrence or all Occurrences of a series consequent on one original cause shall not exceed the **Amount of Indemnity** for any one event.

Conditions that apply to Section 1 - Buildings

• **Basis of Claims Settlement**

In the event of loss or damage to the **Buildings** during the **Period of Insurance** covered under this Section, **We** will pay **You**:

- i) the **Cost of Reinstatement** of the **Buildings** provided that reinstatement or replacement takes place in accordance with the Reinstatement Conditions set out below,
- ii) Where reinstatement or replacement of the Buildings does not take place in accordance with i) above for any reason whatsoever the Alternative Basis of Settlement Condition will apply.

We will not pay for the cost of replacing or repairing any undamaged part(s) of the **Buildings** which forms part of a pair, set, suite or part of a common design. **We** will not reduce the **Sum Insured** under this Section following a claim provided that **You** agree to carry out **Our** recommendations to prevent further loss or damage.

• **Reinstatement Conditions**

- i) **Our** liability for the repair or replacement of **Buildings** damaged in part only shall not exceed the amount which would have been payable had such property been wholly lost or destroyed.
- ii) No payment beyond the amount which would have been payable under the Alternative Basis of Settlement Condition below shall be made:
 - a) unless reinstatement commences within 12 months of damage occurring unless otherwise agreed by **Us**;
 - b) until the **Cost of Reinstatement** shall have been actually incurred;
 - c) if the **Buildings** at the time of the damage shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.

Subject always to **Our** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**. Full details of the Excess that applies to **Your Policy** will be stated within **Your Schedule**.

• **Alternative Basis of Settlement Condition**

If reinstatement of the **Buildings** does not take place **We** agree that if, during the **Period of Insurance**, the **Buildings** sustain damage due to any of the perils of this Section, **We** will pay **You**, whichever is the lesser of:

- i) the cost to reinstate, repair or replace such property or any part of it less an appropriate deduction for depreciation wear and tear, or
- ii) the diminution in market value of the **Buildings**,

Subject always to **Our** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

• **Average Clause**

It is **Your** responsibility to ensure that at all times the buildings **Sum Insured** reflects the total cost of reinstatement and associated fees.

If at the time of damage to the **Buildings**, the **Cost of Reinstatement** which would have been incurred in reinstatement if the whole of the property had been destroyed exceeds the **Sum Insured** then **You** shall be considered as being **Your** own insurer or the difference between the **Sum Insured** and the sum representing the **Cost of Reinstatement** of the whole of the property and shall bear a rateable proportion of the loss accordingly.

The **Excess** shall not be reduced in the event that the Average Clause applies to **Your** claim.

If the Alternative Basis of Settlement Condition is applied this Average Clause is amended to:

In the event that the **Sum Insured** shall, at the commencement of damage, be less than the value of the property covered, then the amount payable by **Us** shall be proportionately reduced.

Definitions

Cost of Reinstatement means:

- i) the rebuilding or replacement of property lost or destroyed which provided **Our** liability is not increased may be carried out:
 - a. in any manner **You** and **We** agree;
 - b. on another site agreed by both **You** and **Us**;
- ii) the repair or restoration of property damaged,

in either case to a condition and design equivalent to or substantially the same as but not better or more extensive than its condition when new as long as the **Buildings** are maintained in a good state of repair and they are insured for the full cost of reinstatement including an allowance for **Removal of Debris, European Retained and/or Assimilated Legislation and Public Authorities, Architects Surveyors Legal and Consulting Engineers Fees**. If the **Buildings** have not been maintained in a good state of repair, **We** will make a deduction for wear and tear or gradual deterioration.

Removal of Debris means costs and expenses necessarily incurred by **You** with **Our** consent in:

- a) removing debris;
- b) dismantling and/or demolishing;
- c) shoring up or propping of the portions of the **Buildings**;
- d) clearing drains sewers and gutters at the **Buildings**,

as a result of damage hereby insured against.

We will not pay for any costs and expenses:

- i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
- ii) arising from **Pollution** of property not insured by this Section.

European Retained and/or Assimilated Legislation and Public Authorities means such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Community Legislation (or any transitional or replacement legislation enacted by the UK Government in connection with the departure of the UK from the EU and/ or any subsequent trade arrangement between the UK and the EU); or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye Laws of the government or any public authority (hereafter referred to as the 'Stipulations'),

which governs the construction, alteration and reinstatement of buildings.

Excluding:

- a) the cost incurred in complying with the Stipulations:
 - i) in respect of damage occurring prior to the granting of this **Policy**;
 - ii) in respect of damage not insured by this Section;
 - iii) under which notice has been served upon **You** prior to the happening of the damage;
 - iv) for which at the time of damage there is an existing requirement which has to be implemented within a given period;
 - v) in respect of property entirely undamaged by any peril hereby insured against.
- b) the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen.
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

Architects Surveyors Legal and Consulting Engineers Fees means the reasonable cost of employing architects, surveyors, lawyers and consulting engineers in the reinstatement or repair of the **Buildings** consequent upon its damage but not for preparing any claim.

Section 2 – Contents Insurance

This section only applies when shown in **Your Schedule**. Please also see the Conditions and Exclusions sections of the **Policy**.

We will cover Your Landlords Contents against accidental loss or damage subject to any section **Excess** as stated in the **Policy** and/or **Schedule**. If an Excess has been applied then there is no lower claim limit however the Excess amount will be deducted from the claim payment.

We will pay:

1. Up to the **Sum Insured** under this section for loss of or damage to the Landlords **Contents** caused by:
 - a. Fire, smoke, explosion, lightning or earthquake
 - b. Storm or **Flood**
 - c. Collision or impact with the **Buildings** involving any:
 - i. vehicle, train, aircraft or other aerial devices or anything dropped from them
 - ii. animal
 - d. Riot, civil commotion, strikes, labour and political disturbances
 - e. Malicious damage
 - f. Escape of water or oil from any fixed water or heating installation or domestic appliance
 - g. Theft or attempted theft caused by violent and forcible entry or exit from the **Buildings**
 - h. Breakage or collapse of any aerial or satellite dish
 - i. Falling trees or branches
 - j. Subsidence or ground heave of the site on which the **Buildings** stands, or landslip
2. **Replacement of external door locks**
Up to £1,000 for the replacement and installation cost of external door locks of **Your Buildings** including where the keys of such locks have been stolen.

We will not pay for:

1. the **Excess**
more than £2,500 for any single article
loss or damage to **Landlords Contents** when **Your Buildings** has remained **Unoccupied** for more than 180 consecutive days
 - b. loss or damage:
 - i. caused by frost
 - ii. to property in the open
 - iii. caused by rising ground water levels
 - iv. caused by or attributable to inadequate maintenance of the **Buildings**
 - c. loss or damage caused by domestic pets
 - e. loss or damage:
 - i. to the **Landlords Contents** of any **Buildings** when it has remained **Unoccupied** for more than 90 consecutive days
 - ii. caused by the **Tenant**
 - f. loss or damage:
 - i. to the **Landlords Contents** of any **Buildings** which has remained **Unoccupied** for more than 90 consecutive days
 - ii. to the appliance/installation itself
 - iii. resulting from any gradually operating cause
 - g. loss or damage:
 - i. to the **Landlords Contents** of any **Buildings** which has remained **Unoccupied** for more than 90 consecutive days
 - ii. to **Your Landlords Contents** unless violent and forcible means are used to gain entry or exit
 - iii. by any member of **Your Household**, any **Tenant** or other person lawfully in the **Buildings** who doesn't have a formal Tenancy Agreement
 - iv. to **Your Landlords Contents** whilst outside of the **Buildings** or in any outbuilding in excess of £2,500
 - v. any amount recoverable from the **Tenant** up to the total amount of the initial deposit if they are liable under their tenancy agreement (proof of the deposit paid by the **Tenant** must be submitted in the event of a claim)
 - h. loss or damage arising from erection, dismantling, repair or maintenance
 - i. loss or damage
 - i. caused by felling, lopping, or topping of trees
 - ii. the cost of removal of the tree or branch.
 - j. loss or damage:
 - i. caused by bedding down of new structures, any settlement shrinkage or expansion
 - ii. caused by demolition, structural alteration or repair, inadequate construction of foundations
 - iii. caused by erosion of the coast or riverbank
 - iv. which originated prior to the commencement of this insurance.
2. loss arising from theft by persons who lawfully occupy or have lawfully occupied the **Buildings**.

We will pay:

3. **Loss of Oil and Metered Water or Gas**
 - up to £500 for the cost of oil lost from domestic heating installation following **Accidental Damage** to any part of the domestic heating installation;
 - up to £1,000 for additional metered water or gas charges incurred by **You** as determined by the respective supply undertaking company's meter, and resulting from any peril defined in 1 of this section, for metered water and gas charges demanded by the supply undertaking company following loss or damage to the apparatus after the point of the service feed to the **Buildings**
4. **Loss of Rent or Alternative Accommodation**

Up to 30% of the **Sum Insured of Landlords Contents** following loss or damage to **Landlords Contents** by any peril defined in 1 of this section:

 - a. as a result of any part of **Buildings** being made uninhabitable for:
 - i. loss of rent
 - ii. the necessary cost of alternative accommodation for **Tenants** incurred by **You**
 - b. the costs necessarily and reasonably incurred by **You** with **Our** consent in re-letting the **Buildings** solely as a consequence of the loss or damage
5. **Temporary Removal**

Landlords Contents lost or destroyed by any peril defined in 1 of this section, whilst temporarily removed from the **Buildings** but remaining in **Territorial Limits** up to 20% of the **Sum Insured** stated in the Schedule in respect of **Landlords Contents**
6. **Contents in the Garden**

Up to £500 in respect of loss or damage to the **Landlords Contents** by any peril defined in 1 of this section, occurring in the open within the boundaries of **Your Buildings**.
7. **Accidental Damage**

(This cover only applies when **Accidental Damage** appears under the Contents section on **Your Schedule**)

 - up to the **Sum Insured** for loss or damage to **Landlords Contents** in **Your Buildings** caused by **Accidental Damage**
 - up to the **Sum Insured** for loss or damage to **Landlords Contents** in the **Buildings** caused by malicious acts of the **Tenants**

We will not pay for:

3. the **Excess**
 - any loss otherwise shown as not insured under the **Landlords Contents** section of this **Policy**
 - any loss occurring when the **Buildings** has been left **Unoccupied** for more than 90 days
4. the **Excess**
 - any loss where the **Buildings** was **Unoccupied** prior to the loss unless verified by a tenancy agreement evidencing future occupation
 - any loss incurred once the **Buildings** is habitable
5. the **Excess**
 - more than £2,500 for any single article
 - loss or damage:
 - i. in a furniture depository
 - ii. caused by storm or **Flood** to **Landlords Contents** not in a building
 - iii. by theft unless force and violence is used to gain entry to or exit from a **Building**
 - iv. to property otherwise insured
6. the **Excess**
 - loss or damage:
 - i. to plants, trees and any growing matter
 - ii. caused after the **Buildings** has been left **Unoccupied** for more than 90 consecutive days
7. the **Excess**
 - more than £2,500 for any single article
 - any amount recoverable from the deposit paid by the **Tenant**, up to the total amount of the initial deposit paid (proof of the deposit payment must be submitted in the event of a claim)
 - loss or damage:
 - i. that is already covered under the **Tenant's** own contents insurance **Policy**
 - ii. resulting from any gradually operating cause
 - iii. to the **Landlords Contents** of any **Buildings** which has remained **Unoccupied** for more than 90 consecutive days
 - iv. caused by neglect or lack of routine maintenance
 - v. caused by cleaning, repairing, restoration, wear and tear or depreciation, wet or dry rot, mould, woodworm, insects, vermin, any climatic condition or other gradual cause
 - vi. caused by faulty workmanship, defective design or defective materials
 - vii. caused by mechanical or electrical fault, breakdown or derangement
 - viii. caused by domestic pets
 - ix. specifically excluded under the **Landlords Contents** section or elsewhere in this **Policy**
 - the cost of maintenance and normal redecoration

We will indemnify You:

9. Legal liability as Owner

(or in the event of death the legal personal representative)

- a. up to £5,000,000 in respect of all sums for which **You** are legally liable to pay to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause plus costs agreed by **Us** in advance in writing which **You** become legally liable to pay as a consequence of **Your** ownership of the **Landlords Contents** for:

- i. accidental death or injury
- ii. loss or damage to property which neither belongs to **You** or is in **Your** care,

occurring during the **Period of Insurance** in the **Territorial Limits**.

- b. solicitors fees arising from a claim under this paragraph for:
- i. representation at any coroners inquest or fatal accident enquiry
 - ii. defence in any court of summary jurisdiction arising out of any possible claim

We will for the purpose of this clause treat as though they were the owner of the **Landlords Contents** any of **Your Tenants** or Lessees provided that they fulfil the terms and conditions of this Policy in so far as they apply.

We will not indemnify You for:

- a. loss of or damage to property or accidental death or injury:
 - i. arising out of any deliberate act or omission by any member of **Your Household** which could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - ii. arising out of any employment, business or profession other than property owning
 - iii. arising out of any work on the **Buildings** by **Your** employees
 - iv. suffered by anyone under a contract of service with **You** and arising out of the work they are employed to do
 - v. arising from accidents involving any dog described in section 1 of the Dangerous Dogs Act 1991
 - vi. arising from the ownership, possession or use by **You** or on **Your** behalf of:
 - any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare
 - any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft
- any fines or penalties
- legal liability which is assumed by **You** under agreement unless such liability would have arisen in the absence of that agreement.
- Loss or damage to property or accidental death or injury insured under any other current policy of insurance or any subsequent policy if this section has been cancelled

10. compensation or other costs arising from accidents involving the following if owned by or in the charge of a member of **Your Household**:

- i. motor vehicles and any trailers attached
 - ii. aircraft, motor boats, yachts or caravans
 - iii. animals which escape from land (other than **Your** home) on which they are usually kept
 - iv. any dog described in section 1 of the Dangerous Dogs Act 1991
 - v. property usually kept on land other than **Your** home
- loss of or damage to property or injury, illness or disease
 - i. arising out of any deliberate act or omission by any member of **Your Household** which could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - ii. arising out of any employment, business or profession of any member of **Your Household**
 - iii. suffered by anyone under a contract of service with a member of **Your Household** and arising out of the work they are employed to do
 - iv. arising directly or indirectly from the transmission of any communicable disease or virus by any member of **Your Household**
 - v. suffered by any member of **Your Household**
 - vi. any fines or penalties

10. Occupiers Legal Liability and Worldwide Personal Liability

- a. up to £5,000,000, plus costs agreed by **Us** in writing which a member of **Your Household**, as occupier of **Your** home or in a personal capacity could become legally liable to pay for:

- i. injury, illness or disease of any person
- ii. loss or damage to property which neither belongs to, nor is in the charge of a member of **Your Household**
- iii. loss or damage caused by fire, explosion, lightning, earthquake or escape of water from any fixed water or fixed heating installation to any private **Residence** and/ or its **Contents**, temporarily occupied for holiday purposes by a member of **Your Household** occurring during the **Period of Insurance**

- b. solicitors fees arising from a claim under this paragraph for:
- i. representation at any coroners inquest or fatal accident enquiry
 - ii. defence in any court of summary jurisdiction arising out of any possible claim

Extension

Legal Liability as Employer

The cover provided by this Section is extended to provide Legal Liability Insurance as follows:-

Amount of Indemnity

Employers Liability£10,000,000

Public Liability£5,000,000

The following interpretation applies throughout this Extension.

1. The Insured includes:
 - a. in the event of **Your** death, any of **Your** legal personal representatives in respect of liability incurred by **You**
 - b. if **You** so request as far as concerns Occurrence b) only any of **Your** directors, partners, gardeners, porters, caretakers or cleaners in their capacity as such
2. If there is more than one person specified in the Policy Schedule as being the **Insured**, this extension shall apply separately to each person but **Our** total liability shall not exceed the **Amount of Indemnity**
3. Property in **Your** charge or under **Your** control shall not include employees' or visitors' personal effects
4. Occurrences
 - a. Employers liability
Bodily injury, illness or disease to any gardener, porter, caretaker or cleaner under a contract of service or apprenticeship with **You** and resulting from the work they are employed to do.
 - b. Public Liability
 - i. bodily injury to or illness or disease of any person
 - ii. loss or damage to property excluding bodily injury to or illness or disease of any person arising out of and in the course of their employment by **You** under a contract of service or apprenticeship and excluding loss of or damage to property belonging to **You** or in **Your** charge or under **Your** control

We will pay:

In the event of any Occurrence described above, happening during the **Period of Insurance**, **We** will indemnify **You** against:

- sums which **You** shall become legally liable to pay for compensation and claimant's costs and expenses in respect of any Occurrence in connection with **The Business**
- costs and expenses of litigation incurred with **Our** written consent in respect of a claim made against **You** to which the indemnity expressed in this extension applies
- the payment of Solicitors' fees incurred with **Our** written consent for **Your** representation at proceedings in any Court of Summary Jurisdiction, arising out of any alleged breach of a statutory duty resulting from an Occurrence which may be the subject of indemnity under this Extension, or at any Coroner's Inquest or Fatal Accident Enquiry in respect of such Occurrence
- **Extension**
- The indemnity provided by this Extension shall also apply to liability incurred by **You** in respect of legal costs and other expenses (other than fines or penalties imposed) incurred with **Our** written consent and prosecution costs awarded against **You**, arising out of **Your** prosecution for a breach or alleged breach, during the **Period of Insurance**, of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not pay for:

- any liability under Occurrence b in respect of:
 - i. injury, illness or disease, loss or damage caused by anyone in **Your** employment other than a gardener, porter, caretaker or cleaner
 - ii. loss or damage to property which results from **Your** deliberate act or omission and which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission
 - iii. injury, illness or disease, loss or damage, arising from the ownership, possession or use by **You** or on **Your** behalf of:
 - any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare
 - any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft
 - iv. loss of or damage to any commodity article or thing supplied installed or erected by **You** if such loss or damage is attributable to any defect therein or the harmful nature or unsuitability thereof
 - v. accidents involving any dog described in section 1 of the Dangerous Dogs Act 1991
 - vi. any fines or penalties

Conditions for legal liability as employer

Avoidance and Recovery

If any claim is not covered by this Extension **You** will repay to **Us** all payments made solely because of the compulsory insurance law of a country to which this extension applies.

Basis of claims settlement for all liability cover

Our liability for all compensation payable to any claimant or number of claimants in respect of or arising out of any one Occurrence or all Occurrences of a series consequent on one original cause shall not exceed the **Amount of Indemnity** for any one event.

Conditions that apply to Section 2 – Landlords Contents

Inflation Protection

The **Sum Insured** for **Landlords Contents**, as shown in **Your Schedule**, will be automatically reviewed each year on the renewal date of the **Policy** and adjusted for inflation based on the Consumer Durables section of the Retail Price Index.

Your Premium will be automatically adjusted to take account of any increase in the **Landlords Contents Sum Insured**. **We** will not reduce **Your Landlords Contents Sum Insured** even if the index moves down, unless You ask Us to.

Basis of Claims Settlement

In the event of loss or damage to **Your Landlords Contents** covered under the **Policy**, **We** will replace the damaged **Landlords Contents** as new provided that the **Sum Insured** is at least equal to the cost of replacing all the **Landlords Contents**. At **Our** option, **We** may either pay the cost of replacing the lost or damaged item as new or pay the cost of repairing the item. However, we will not pay more than the cost of an equivalent replacement.

The maximum **We** will pay under this Section 2 is the **Sum Insured** for **Your Landlords Contents** as stated in the **Schedule**.

It is **Your** responsibility to ensure that at all times the **Landlords Contents Sum Insured** reflects the total cost of replacement as new.

We will not pay for the cost of replacing or recovering or remodelling any undamaged item(s) of the **Landlords Contents** just because it forms part of a pair, set, suite or part of a common design. If an item in a set is lost or damaged, the other pieces of the set may lose some value, even if they have not been physically damaged themselves. This loss of value is not covered by the **Policy**.

We will not reduce the **Sum Insured** under this Section following a claim provided that **You** agree to carry out **Our** recommendations to prevent further loss or damage.

In the event of a claim **We** reserve the right to request a valuation or recent evidence of value or proof of purchase before any claim payment is made.

Full details of the **Excess** that applies to **Your Policy** will be stated within **Your Schedule**.

Further, claims will only be considered if the **Premium** has been paid from the commencement of this insurance, up to and including the month in which the claim occurred and there are no outstanding payment defaults.

Average Clause

If the **Landlords Contents Sum Insured** at the time of loss or damage, is less than the actual cost of replacing all the **Landlords Contents** as new, the amount payable shall be proportionally reduced by reference to the shortfall in the **Sum Insured**.

The **Excess** shall not be reduced in the event that the above provision is applied to **Your** claim.

How do I make a claim under Section 1 and/or Section 2 of my Policy?

We aim to settle valid claims promptly and fairly in accordance with the cover provided by this **Policy**.

Your claim will be managed from within our dedicated insurance claims team supported on certain occasions by a professional loss adjusting firm and/or a specialist services company to ensure **Your** claim is settled for the correct amount as quickly as possible.

How to make a claim

Contact:

MPL Claims Management Ltd
The Octagon,
27 Middleborough,
Colchester,
Essex, CO1 1TG

Email: ergo@mplclaims.com
Telephone : 0345 0600014

Claims procedure and conditions – applicable to Sections 1 and 2 of this Policy

The following Claims Conditions 1 to 5 are conditions precedent to **Our** liability under this **Policy**. If **You** do not comply with these conditions **We** shall be entitled to refuse indemnity under this **Policy**:

You shall:

1. notify **Us** as soon as reasonably practicable, but in any event within 30 days of discovery of an occurrence that may give rise to a claim under this **Policy**;
2. take all practicable steps to recover property lost and otherwise minimise the claim;
3. **You** must notify the Police and **Us** within 7 days of losses caused by theft or malicious damage, riot or civil commotion;
4. In respect of any liability claim **You** must provide **Us** with any letters writs or summons in connection with the claim immediately such documents are received. **You** must also not admit any liability or negotiate a claim without **Our** written consent;
5. give all information and assistance **We** may reasonably require in a timely manner.

In addition, **You** shall, within 30 days of notification of a claim or such further time as **We** may in writing allow, deliver to **Us** a written claim providing at **Your** own expense, all details proofs and information regarding the cause and amount of loss or damage as **We** may reasonably require including any other insurances of the **Buildings** and **Landlords Contents** insured by this **Policy** and (if demanded) a statutory declaration of the truth of the claim and of any related matters.

If any of the **Buildings** or **Landlords Contents** is to be reinstated or replaced by **Us**, **You** shall at **Your** own expense provide all such plans, documents, books and information as may be reasonably required.

In certain circumstances **We** may require sight of freehold title or the lease which must be provided by **You** within 30 days of any such a request.

We have the right to take over and conduct in **Your** name, the defence or settlement of any claim. **We** may also take action in **Your** name at **Our** expense and for **Our** benefit in order to recover from others any payments made under this **Policy**.

If other insurance exists covering the same loss or liability, **You** must provide full details of such insurances and **We** will then pay a proportionate ratio of the claim.

Claims and Remedy Condition

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless **We** shall be entitled to:

- i) avoid the contract, refuse all claims, and
- ii) retain the **Premiums** paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **We** shall be entitled, if cover would not have been offered, to:

- i) avoid the contract, refuse all claims, and
- ii) return the **Premiums** paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **We** shall be entitled, if cover would have been offered on different terms, to:

- i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to **Premium**), and
- ii) reduce proportionately the amount to be paid on a claim if **We** would have entered into the contract (whether the terms relating to matters other than the **Premium** would have been the same or different), but would have charged a higher **Premium**.

"reduce proportionately" means that **We** need only pay on the claim X% of what otherwise **We** would have been under an obligation to pay under the terms of the **Policy** (or, if applicable, under the different terms provided for by virtue of paragraph i), where:

$$X = \frac{\text{Premium actually charged}}{\text{Higher Premium}} \times 100$$

On receipt of a notification of a claim, We may do the following:

1. On the happening of any loss or damage in respect of which a claim is made, **We** may, without thereby incurring any liability or diminishing any of the **Our** rights under this **Policy**, enter the **Buildings** where such loss or damage has occurred and take possession of or require to be delivered to **Us** any property relating to the loss or damage and deal with such property for all reasonable purposes and in any reasonable manner.
2. No property may be abandoned to **Us** whether taken possession of by **Us** or not.
3. **We** shall have full discretion in the conduct of any proceedings and in the settlement of any claim where **We** have agreed to provide an indemnity under this **Policy**.

Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy** or if any loss be occasioned by the wilful act or with **Your** connivance then **We** shall be entitled:

- a) not to pay the claim,
- b) recover from **You** any sums paid by **Us** to **You** in respect of the claim, and
- c) to treat this **Policy** as being terminated with effect from the time of the fraudulent act.

If the **Policy** is treated as having been terminated **We** shall be entitled to:

- a) refuse all liability to **You** under the **Policy** in respect of any relevant event occurring after the time of the fraudulent act, and
- b) not return any of the **Premiums** paid under the **Policy**.

Other Insurances

If in respect of any claim under this **Policy** there is any other insurance or indemnity in **Your** favour in force relative to that claim, or there would be but for the existence of this **Policy**, **Our** liability will be limited to the amount in excess of that which is or would have been payable (but for the existence of this **Policy**) in respect of that claim but always limited to the relevant **Sum Insured**.

Subrogation

Any claimant under this **Policy** shall at **Our** request and expense, take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**.

We shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at **Our** own expense and for **Our** own benefit any claim for indemnity or damages or otherwise.

Complaints Procedure – applicable to Sections 1 and 2

Our aim is to provide all **Our** customers with a first class standard of service. However, there may be occasions when **You** feel this objective has not been achieved. If **You** have a complaint about **Your Policy** or the handling of a claim applicable to Sections 1 and 2, the details below set out some of the key steps that **You** can take to address **Your** concerns.

Where do I start?

If **Your** complaint is about the way in which the **Policy** was sold to **You** or whether it meets **Your** requirements, **You** should contact HomeLet who arranged the **Policy** for **You**.

If **Your** complaint is about a claim, **You** should refer the matter to:

MPL Claims Management Ltd
The Octagon,
27 Middleborough,
Colchester,
Essex, CO1 1TG
Email: ergo@mplclaims.com
Telephone: **0345 060 0014**

If **Your** complaint is about anything else, **You** should refer it to the contact details as set out below:

ERGO UK Specialty Limited,
10 Fenchurch Avenue,
London, EC3M 5BN
Email: complaints@ergo-commercial.co.uk
Telephone: **020 3003 7130**

Alternatively, **You** can ask HomeLet to refer the matter on for **You**.

Please quote **Your** Policy number in all correspondence so that **Your** concerns may be dealt with speedily.

What happens next?

If **We** are not able to resolve **Your** complaint satisfactorily by close of business of the third business day following, **We** will refer **Your** complaint to the Complaints Department at ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited who will send **You** an acknowledgement letter.

If **You** don't receive any acknowledgement letter, or at any time if **You** wish to do so, **You** may contact the Complaints Department **Yourself** by writing to:

Complaints Department,
ERGO UK Specialty Limited,
Munich Re Group Offices,
10 Fenchurch Avenue,
London, EC3M 5BN

Telephone: **020 3003 7130**

E-mail: complaints@ergo-commercial.co.uk

The Complaints Department will investigate **Your** complaint and will provide **You** with a written response within eight weeks of **Your** initial complaint. This will either be a final response or a letter informing **You** that **We** need more time for **Our** investigation.

If You remain unhappy

If **We** have not resolved **Your** complaint at the end of eight weeks, or if after receiving **Our** final response **You** remain dissatisfied, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (contact details below). **You** will have six months from the date of the final response to make this referral.

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service,
Harbour Exchange Square,
Exchange Tower,
London E14 9GE
Telephone: **0800 0234 567**
Email: complaint.info@financial-ombudsman.org.uk

Further information is available from them and **You** may refer a complaint to them online at www.financial-ombudsman.org.uk.

The Ombudsman will review complaints from eligible complainants. An eligible complainant is defined as:

- i) a private individual;
- ii) a business which has a group annual turnover of less than £6.5m (approx. €8.125m) and either:
 - a. fewer than 50 staff OR
 - b. an annual balance sheet total of less than £5m at the time the complainant refers the complaint to the respondent;
 - c. a charity which has an annual income of less than £6.5m at the time the complainant refers the complaint to the respondent; or
 - d. a trustee of a trust which has a net asset value of less than £5m at the time the complainant refers the complaint to the respondent.

Section 3 - Prestige Rent Guarantee Insurance

This section of **Your** cover is underwritten by AmTrust Europe Limited and has its own set of definitions which can be found below.

Definition of words

Administrator

Barbon Insurance Group Limited trading as HomeLet.

Agent

The person(s) or company appointed by the **Landlord** to manage the **Tenancy** on the **Landlord's** behalf.

Arrears

Any part, or all of, a **Rent** payment or cumulative **Rent** payments, not paid on the date which the **Tenancy** states they are due. Whilst any **Rent** remains outstanding, the first date of Arrears is the date the **Tenant** first failed to pay any part of the **Rent** on the day it was due.

Counterclaim

Any claim brought against the **Landlord**, whether in set-off or otherwise, in relation to the **Property** and/or **Tenancy** and which is brought in the same Proceedings as those issued by the **Professional Adviser**, **Landlord** or You pursuant to the claims procedure in this Policy.

Data

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

Deed of Guarantee/Guarantors Covenant

Legally enforceable, signed and if applicable independently witnessed confirmation of the **Guarantors** commitment to stand as **Guarantor** or the **Tenants'** obligations, under the **Tenancy**, for the duration of the **Tenants'** occupation of the **Property**.

Defence

Any Proceedings in which the **Tenant**, or/an agent/representative acting on their behalf, objects to the same.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Systems. Denial of service attacks include, for example, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Systems.

Deposit

The sum of money equal to at least one months **Rent** held as security for the performance of the **Tenant's** obligations and made available to **Us** in the event of a claim, without prejudice, for use as outlined in the terms of this **Policy**.

Event

One of the following:

- i the failure of the **Tenant** or where applicable any **Guarantor**, to pay the whole or any part of the **Rent**.
- ii occupation of the **Property** by person or persons unknown to the **Landlord** and/or persons allowed into occupation by a lawful **Tenant** but without the **Landlord's** authority;
- iii The **Tenants'** failure to vacate at the end of the **Tenancy** term, and where a relevant, and valid, possession notice has been served in accordance with the appropriate legislation within the **Territorial Limits**;
- iv an incident or circumstances which is in breach of the terms of the Tenancy Agreement, and gives rise to a claim for possession by the **Landlord**, with reasonable **Prospects of Success** ;

Excess

The first amount, as shown in the **Schedule** of any claim resulting from the same incident.

Guarantor

The person who is a resident of the United Kingdom, has received a **Satisfactory Reference** and is named as a **Guarantor** for a named **Tenant** on a **Deed of Guarantee/Guarantors Covenant**.

Hacking

Unauthorised access to any **System** whether owned by **You** or not

Insured/You/Your

The person or persons named in the **Schedule** or in the event of their death their legal representative.

Insurer/We/Us/Our

AmTrust Europe Limited

Inventory

A detailed report stating the condition of the **Property** and its contents, including photographic evidence.

Landlord

The person(s) or company, being the person entitled to the reversionary interest in the **Property**, whom enters into a **Tenancy** agreement with the **Tenant**, or in the event of their death an appointed legal representative of the estate.

Limit of indemnity

The amount payable by the **Insurer** in respect of all **Events** occurring during any **Period of Insurance** as specified in the **Schedule**. The maximum amount payable by the **Insurer** in respect of all **Events** occurring during any **Period of Insurance** is £50,000.

Limit of Professional Costs

The maximum amount of Professional Costs payable by **Us** in respect of an **Event** occurring during any **Period of Insurance**, as shown in the **Schedule**.

Monthly benefit

The sum of money paid each month in arrears by the **Insurer** to the **Insured** in the event of a successful claim.

Offer

Has the same meaning as that attributed to it by Part 36 Civil Procedure Rules 1996.

Penalty Excess

An excess that may be applied in the event the terms and conditions of this **Policy** have not been met by **You** in order to accept a claim which would otherwise be declined. The amount of the excess will be the difference between the costs incurred had **You** carried out **Your** obligations under the **Policy** and the increased actual cost as a result of **Your** actions and **Our** prejudiced position. The penalty excess will be agreed by **You** before being deducted from claims payments.

Period of Insurance

Is that as described in the **Schedule** provided that the **Insured** has paid and the **Insurer** has accepted the **Relevant Payment** for each **Period of Insurance**.

Phishing

Any access or attempted access to **Data** made by means of misrepresentation or deception.

Policy

This written undertaking between the **Insurer** and **Insured**.

Polluting or Contaminating Substance

Any solid, liquid, gaseous or thermal irritant or contaminant including, for example, smoke, vapour, fumes, acids, alkalis, chemicals, dust, legionella bacteria and other micro-organisms or pathogens and waste including material to be recycled, reconditioned or reclaimed.

Pollution or Contamination

All pollution or contamination of buildings or other structures or of water or land or the atmosphere arising from any Polluting or Contaminating Substance.

Proceedings

Civil Court action or Arbitration or Appeal arising therefrom.

Professional Advisor

The solicitor or accountant or other appropriately qualified person, firm or company appointed under the terms of the **Policy** to act for the **Insured**.

Professional costs

Fees, costs and disbursements, properly and necessarily incurred in respect of an Event by the **Professional Adviser**.

Property

Means the residential premises at the address specified in the **Schedule**.

Reasonable Prospects of Success

A greater than 50% chance of success in the **Proceedings**, **Defence** or **Counterclaim** decided according to the terms of this **Policy**.

Relevant payment

The premium payable by the **Insured** to the **Insurer** for this **Policy** as described in the **Schedule**.

Rent

The amount payable under the **Tenancy Agreement**.

Satisfactory reference

A HomeLet Enhance reference report showing 'acceptable' or 'acceptable with condition' and any condition is met. We are unable to accept a HomeLet Insight as a satisfactory reference for this product. All conditions must be met and any documents required as conditional must be produced and satisfy requirements in the event of a claim, e.g. evidence of proof of earnings matches or exceeds the income disclosed for that **Tenant** or **Guarantor**.

Schedule

The document that shows:

- **Your** name and address;
- the **Property** address;
- the **Period of Cover**;
- the sections and cover that are in force;
- the **Premium You** must pay;
- details of any extensions or endorsements.

Start date

The date shown as the **Start Date** in the **Schedule**.

System

Computer, hardware, software, communications system, electronic device (including, for example, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility or other equipment or component or system or item which processes, stores, transmits or receives **Data**.

Tenancy

The occupation of the **Property** for residential purposes either under an Assured Shorthold Tenancy as defined in the Housing Act 1988 or corresponding legislation in Scotland or Northern Ireland and any amending legislation.

A company let where the Property is occupied by the director of the company, or by an employee of the company.

Tenancy Agreement

A written record of the agreement to occupy the **Property** which is either:

- a. an Assured Shorthold Tenancy as defined in the Housing Act 1988;
- b. a Private Residential Tenancy as defined in the Private Housing (Tenancies) (Scotland) Act 2016;
- c. a Standard Occupation Contract as defined in the Renting Homes (Wales) Act 2016, but not Introductory Standard Contracts, Prohibited Conduct Standard Contracts or Secure Contracts;
- d. a Private Tenancy as defined under The Private Tenancies (Northern Ireland) Order 2006;
- e. a legally binding company let agreement prepared with due care and skill or;
- f. any other written agreement agreed in writing by **Us**.

or

A company let where the **Property** is occupied by the director of the company, or by an employee of the company.

Tenant

The occupier of the **Property** who has entered into and signed a legally binding **Tenancy**.

Territorial limits

England, Scotland, Northern Ireland and Wales.

Terrorist Act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

Vacant Possession

The date on which possession of the **Property** is returned to the **Landlord**. The following acts, which is not an exhaustive list, are likely to constitute the return of possession:

- the return of the keys to the **Property** if the **Tenant** offers to surrender keys whilst in claim, You and/or the **Agent** must accept the surrender; and/or
- confirmation provided by the **Tenant(s)** that they have vacated the **Property**; and/or
- removal of the **Tenant(s)** from the **Property** via appropriate legal means by the court bailiff and the **Property** has been secured against re-entry.

Virus

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Systems, Data or operations, whether involving self-replication or not including, for example, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Prestige Rent Guarantee - General Conditions

1. **We** will act in good faith in all **Our** dealings with **You**. Equally the payment of claims is dependent on:
Your own observance of the following
 - a. complying with the terms and conditions of the **Policy**
 - b. giving all necessary information and assistance that **We** may require
 - c. the rights under this **Policy** cannot be transferred to anyone other than the **Insured**
 - d. the **Policy** cannot be used to protect any person other than the **Insured**
 - e. the benefit cannot be paid to anyone else or in any way other than as described in the **Policy**.**Your recognition of Our rights**
 - a. to take over and deal with in **Your** name the settlement of any claim
 - b. to take proceedings in **Your** name, but at **Our** expense, to recover for **Our** benefit the amount of any payment made under this **Policy**
 - c. to settle **Your** claim on a proportionate basis if **You** have other insurance covering the same **Event**
 - d. to avoid paying any claim which is in any respect fraudulent
 - e. to not be bound by any agreement to which **We** are not a party.
2. **Notice**

Any notice to be given under these terms and conditions shall be either delivered personally or sent by first class post. The address for service of each party is (in the case of a company) its registered office and (in the case of an individual) his residential address or any other address for service previously notified to the other parties. A notice is deemed to have been served as follows:

 - a. if personally delivered, at the time of delivery;
 - b. if posted, at the expiration of forty eight hours (in the case of airmail, seven days) after the envelope containing it is delivered into the custody of the postal authorities.
3. **Arbitration**

Any dispute between the **You** and **Us** in respect of this **Policy** maybe referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties. Failing agreement, the arbitrator shall be nominated by the President of the appropriate Law Society, Bar Council or other professional body within the **Territorial Limits**.

The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of **Us**, **Your** costs shall not be recoverable under this **Policy**.
4. **Cancellation**
 - a. The **Insurer** may cancel the **Insured's** cover under this **Policy** at any time by giving 14 days notice in writing
 - b. The **Insured** may cancel their cover under the **Policy** at any time by giving 14 days notice in writing to the **Insurer**. If no claim has been notified to the **Administrator** a return of the **Relevant Payment** proportionate to the unexpired period of the **Policy** may be made at the discretion of the **Insurer**.
5. **Fair Presentation of Risk**

Under the Insurance Act 2015 **You** have a duty to make fair presentation of the risk to the **Insurer** before this policy starts, at each renewal and when **You** make any amendment(s) to cover.

This means **You** must:

- a) disclose all material facts of which **You** know or ought to know.
- b) make the disclosure in a reasonably clear and accessible way.
- c) make sure that every material representation of fact is substantially correct and made in good faith.

What is a Material Fact?

A material fact is Information that would influence the **Insurer's** decision as to whether to insure **You** and, if so, on what terms. For the purposes of the duty of fair presentation, **You** are expected to know the following;

- (a) If **You** are an individual (such as a sole trader or individual partner) what is known to **You** and anybody who is responsible for arranging this insurance, or
- (b) if **You** are not an individual (such as a limited company or partnership):
 - what is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised or anybody who is responsible for arranging this insurance.
 - what should reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation (including, for example, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance.
 - If the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform the **Insurer** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.
- (c) Whether **You** are an individual or not, what should reasonably be revealed by a reasonable search of the information available to **You**.

Breach of duty

If **You** breach **Your** duty to make fair presentation of the risk to the **Insurer**, then:

- where the breach was deliberate or reckless, the **Insurer** may avoid this **Policy**, refuse all claims and keep all premiums paid.

- where the breach was neither deliberate nor reckless and, but for the breach, they would not have agreed to provide cover under the **Policy** on any terms, the **Insurer** may avoid this **Policy** and refuse all claims, but they will return any premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, the **Insurer** would have agreed to provide cover under this **Policy** but on different terms (other than premium terms), they may require that this **Policy** includes such different terms with effect from its commencement, and/or
- where the breach was neither deliberate nor reckless and, but for the breach, the **Insurer** would have agreed to provide cover under this **Policy** but would have charged higher premiums, their liability for any loss amount payable shall be limited to the proportion that the premium they charged bears to the higher premium that they would have charged.
For example: if, due to a breach of fair presentation, the **Insurer** charged a premium of £300 but it should have charged £500, then for any claim submitted and agreed at a settlement value of £2,000, **You** will only be paid £1,200.

6. Termination

The **Policy** will terminate on the earliest of the following events:

- a. the end of the **Period of Insurance**;
- b. failure of the **Insured** to pay the **Relevant Payment** when due; or
- c. the **Insured's** cover under the **Policy** is cancelled.

Notification of a claim will not be accepted for an **Event** occurring after termination of the **Policy**.

7. Claims conditions

- a. Where **Rent** is overdue the **Tenant** must be contacted by the **Landlord** or **Agent** within seven days of the **Rent** falling due to attempt to ascertain why the **Rent** is unpaid
- b. Where the **Rent** remains unpaid, within a further seven days, the **Tenant** must be contacted by the **Landlord** or the **Agent** again
- c. Potential claims must be notified to the **Administrator** no later than:
 - i. 60 days after the **Event** occurs,
 - ii. except in the case of **Rent** arrears accruing where notification of the **Event** to the **Administrator** as described above must be:
 - no later than seven days after the balance of **Rent** unpaid exceeds a sum equivalent to one month's **Rent** or
 - no later than ninety days after the first arrears accrue whichever is the sooner.
- d. If the **Landlord** or the **Agent** becomes aware of a potential claim the **Landlord** or the **Agent** shall notify the **Administrator** by sending to the **Administrator** a fully completed Claim Form together with supporting documents, providing a full and truthful account of the facts of the claim
- e. The **Landlord** or **Agent** must provide documentary evidence as requested by the **Insurer** in the event a claim is made
- f. Upon occurrence of an **Event** the **Landlord** or **Agent** should submit to the **Administrator**:
 - i. the original **Tenancy**
 - ii. a fully completed **Rent** statement showing dates rental payments fell due and the date rental payments were received for at least the preceding 2 years
 - iii. the Deed of Guarantee if applicable
 - iv. a copy of the **Policy Schedule**
 - v. the **Satisfactory Reference** document
- g. If the **Landlord** or **Agent** receives part payment of **Rent** from the **Tenant** at any time following the notification of a claim, the **Administrator** should be notified. The sum received should be applied against the earliest **Rent** arrears and not held for a later period. If payment of **Monthly Benefit** has already been made by the **Insurer** the **Insured** must repay the sum received to the **Administrator** immediately
- h. Upon gaining vacant possession of the **Property** in order to calculate any final **Monthly Benefit** due, the **Landlord** or **Agent** must disclose by way of proper receipted invoices the use of all or part of the **Deposit** that has been used specifically to repair damage caused by the **Tenant** beyond usual wear and tear. Any remaining balance must be applied first to unpaid **Rent**, then to costs incurred by the **Insurer**
 - i. **Agent** fees general cleaning or re-letting fees must not be deducted from the **Deposit** where **Rent** remains outstanding
- j. In the event of a defence and/or counterclaim being raised during the course of the **Proceedings** by the **Tenant** seeking set-off against unpaid **Rent**:
 - i. payment of **Monthly Benefit** under the **Policy** will be suspended until determination has been made by the court or by agreed settlement as to the **Rent** payable by the **Tenant** for any period during the **Period of Insurance**, and
 - ii. the **Landlord** or **Agent** must privately instruct a **Professional Adviser** of their own choice, or if agreed in writing, privately instruct the **Professional Adviser** appointed by the **Administrator** at their own expense.
- k. The **Excess** incurred under this **Policy** must not be deducted from the **Deposit**

8. Change in Risk

You must tell us as soon as possible during the **Period of Insurance** of any change

1 to the **Business**

2 in the person, firm, company or organisation shown in **Your Schedule** as The insured

3 to the information you provided to **Us** previously or any new information that increases the risk of loss as insured under any section of **Your Policy**.

Your Policy will come to an end from the date of the change unless **We** agree in writing to accept an alteration. **We** do not have to accept any request to vary **Your Policy**. If **You** wish to make any alteration to **Your Policy** **You** must disclose any change to the information **You** previously provided or any new information that could affect this insurance. If **We** accept any variation to **Your Policy**, an increase in the premium or different terms or conditions of cover may be required by **Us**.

9. Contracts (Rights of Third Parties) Act

No person or company who is not party to this **Policy** shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this **Policy**. This shall not affect any right or remedy of a third party that exists or is available apart from this act.

10. Conditions Precedent to Liability

For the **Insured** to be eligible for cover:

- a. the **Tenant** must be at least 18 years of age
- b. the **Landlord**, or the **Agent** acting on his behalf, must ensure that the following procedures are adhered to:

The **Landlord** or **Agent** must:

- i. not allow a **Tenant** into possession of the **Property** other than on the basis of an already completed written **Tenancy** agreement duly signed by all parties
 - ii. ensure that all necessary statutory pre-grant notices are served personally in the correct form on the **Tenant** prior to the granting of the **Tenancy**
 - iii. ensure that all **Tenants** (and Guarantors where applicable) have received **Satisfactory References** either:
 - by the **Administrator's** Referencing Service or
 - by another licensed referencing service that has been approved, in writing, by the **Administrator** or
 - the **Administrator** has received the **Tenant's** references and has confirmed in writing that they are acceptable
 - iv. ensure the total rental amount appearing on **Satisfactory Reference** documents is greater than or equal to the total monthly **Rent**
 - v. ensure that any conditions attached to any **Tenant** references have been met
 - vi. not enter into a **Tenancy** agreement where a person has been requested to act as Guarantor for the **Tenant** unless that person has been referenced in accordance with the criteria set out in paragraph iii above and that person has entered into a legally enforceable written guarantee in respect of the **Tenancy**, either in the form of a Guarantors Covenant included in the **Tenancy** or as a separate Deed of Guarantee, wherein the Guarantor will guarantee the performance of the **Tenant's** obligations within the **Tenancy**
 - vii. not allow any **Tenant** into occupation of the **Property** until the first month's **Rent** and **Deposit** payment has been paid in cash, payment has cleared in the **Landlord's** or **Agent's** bank account or otherwise secured
 - viii. prepare prior to the granting of the **Tenancy**, a detailed inventory of the contents and condition of the **Property**
 - ix. comply with the requirements of the Housing Act 2004 (as amended or superseded) or equivalent legislation elsewhere within the **Territorial Limits** in connection with any **Deposit** received in connection with the **Tenancy**
 - x. comply with any mortgage conditions on the **Property**
 - xi. comply with all conditions of the **Tenancy**
-
- xii. comply with any applicable legislation enacted by central or local government in relation to rented accommodation including, but not limited to, gas safety and energy performance certification; licenses for houses of multiple occupancy and landlord registration schemes

11. Terms of cover

For cover to continue under the **Policy**, the **Landlord** or the **Agent** acting on their behalf must:

- a. keep a clear record of all **Rent** due and payments received including the date of any payment received.
- b. upon vacant possession being obtained, prepare a detailed inventory of the contents and condition of the **Property** together with, if applicable, a schedule of dilapidations.

12. Recoveries

The **Insurer** shall have the right at any time to pursue the recovery of any **Monthly Benefit** or **Professional Costs** paid out, including taking **Proceedings** against the **Tenant** or former **Tenant** If any recovery is made from the **Tenant** by the **Landlord** or **Agent**, or as a result of **Proceedings** against the **Tenant** the sum received will be applied in the following order:

- i. judgement sums in respect of **Event** iv will be paid to the insured subject to consideration for any balance of the **Deposit** not utilised against unpaid **Rent**.
- ii. to **Monthly Benefit** paid by the **Insurer**
- iii. to legal fees and costs incurred by the **Insurer**
- iv. if any balance remains after ii and iii have been repaid, then to the **Landlord** or **Agent**, but this will be subject to the deduction of a 20% administration charge which will be retained by the **Administrator**.

Prestige Rent Guarantee - General Exclusions

1. Radioactive contamination

In no case shall this insurance cover any **Event** directly or indirectly caused by or contributed to by or arising from

- i. ionising radiation or contamination by radioactivity from any nuclear fuel or fuel from nuclear waste from the combustion of nuclear fuel
- ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

2. War and similar risks

Any **Event** occasioned by or happening through or in consequence of war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or martial law.

3. Nationalisation

Any **Event** occasioned by nationalisation confiscation requisition seizure or destruction of or damage to property by or under the order of any Government or public or local authority.

4. This Policy will not cover any claim:

- a. where the **Event** had commenced or occurred before the **Period of Insurance**
- b. where the **Event** had commenced or occurred before the **Satisfactory References** have been completed for the **Tenant**
- c. where the **Tenancy** commenced before the first **Period of Insurance** began and the **Event** occurs within 90 days of the **Start Date**
- d. where at or prior to the start of the first **Period of Insurance** the **Landlord** or **Agent** in the reasonable judgement of the **Insurer** should have realised that a claim might occur
- e. for **Professional Costs** incurred by the **Insured** prior to the claim being accepted by the **Insurer**
- f. until such time as the **Landlord** or **Agent** has provided evidence or information reasonably required by the **Insurer** or the **Administrator** to establish whether support can be provided for an **Insured** under the **Policy**
- g. where the **Landlord** or anyone acting on behalf of the **Landlord** is responsible for anything which in the reasonable opinion of the **Insurer** prejudices either the **Landlord's** or the **Insurer's Reasonable Prospects of Success** in the prosecution or settlement of the **Proceedings**
- h. where the **Insured** acts without the consent of the **Insurer** or contrary to or in a manner different from the advice of the **Insurer** or the **Professional Adviser**
- i. where the **Insured** has failed to adhere to the eligibility criteria and terms of cover specified in the **Policy**
- j. which is false, fraudulent or arises from any deliberate criminal act or omission of the **Insured**
- k. unless the **Administrator** is promptly notified of the **Event** by receipt of a fully-completed Claim Form together with supporting documents, providing a full and truthful account of the facts of the claim, to be received by the **Administrator**:
 - i. 30 days after the **Event** occurs, or
 - ii. in the case of **Rent** arrears accruing where notification of the **Event** to the **Administrator** as described above must be no later than:
 - seven days after the balance of **Rent** unpaid exceeds a sum equivalent to one month's **Rent** or
 - no later than ninety days after the first arrears accrue whichever is the sooner.
- l. relating to the damage or loss of the items not contained in an inventory prepared by the **Landlord** or the **Agent** and signed by the **Tenant** prior to or at the commencement of the **Tenancy**
- m. in a dispute or conflict of interest between the **Landlord** or **Agent** and the **Insurer** or the **Administrator**, mortgage lender, property agent or **Professional Adviser**
- n. arising from:
 - i. the compulsory purchase, placing of restrictions or any other action by any government, public or local authority
 - ii. subsidence or mining or quarrying activities
 - iii. planning law including the Town and Country Planning Legislation
 - iv. the construction of or structural alteration to buildings or parts of buildings
 - v. libel or slander or malicious falsehood
- o. falling within the jurisdiction of a Rent Assessment Committee, the lands tribunal or the leasehold valuation tribunal
- p. relating to the payment or non payment of service charges as defined in the Landlord and Tenant Act 1985 (as amended)
- q. for damages, interest, fines or other penalties
- r. for any enforcement method where two previous enforcement methods have been attempted by the **Professional Advisor**.
- s. for costs in relation to the termination of an occupation contract by a contract holder in response to a repudiatory breach by the **Landlord**.
- t. for costs relating to reasonable relocation expenses incurred as a result of possession claims made under section 160 of the Renting Homes Wales Act 2016, Estate Management Grounds
- u. where it cannot be evidenced that the **Tenant** has received a written statement of the **Tenancy** within any applicable required timescales.
- v. where the **Tenancy** does not include all necessary fundamental terms or key matters.

5. Sanctions

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **Your** Policy that **We** will not provide cover, or pay any claim or provide any benefit under **Your** Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us**, or **Our** parent, subsidiary or any AmTrust Europe Ltd group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

6. Terrorist Act

We will not pay a claim arising from any dispute or legal proceedings arising out of or in connection with a **Terrorist Act**

Rent Guarantee Cover

Conditions

1. **Monthly Benefit** will be paid by the **Insurer** in respect of arrears of **Rent** owed on a **Property** by the **Tenant** to the **Landlord**, for up to 6 months or until vacant possession has been gained, whichever happens soonest, subject to the following:
 - a. such arrears commenced during the **Period of Insurance**
 - b. the **Administrator** is promptly notified of the **Event** by receipt of a fully-completed Claim Form together with supporting documents, providing a full and truthful account of the facts of the claim, to be received by the **Administrator** no later than:
 - i. seven days after the balance of **Rent** unpaid exceeds a sum equivalent to one month's **Rent** or
 - ii. no later than ninety days after the first arrears accruewhichever is the sooner
 - c. action is taken promptly to gain vacant possession of the **Property** or recover unpaid **Rent**, unless the only reason for not taking action is that the **Professional Adviser** advises that the expected costs incurred will be more than any money recovered
 - d. the **Insurer** has the right at any time under subrogation to pursue **Proceedings** against the **Tenant** in the **Landlord's** name where the **Landlord** is the **Insured**. Where the **Agent** is the **Insured** the **Insurer** has the right at any time under subrogation to pursue **Proceedings** against the **Tenant** in the **Landlord's** name where provision is made in the terms and conditions between the **Agent** and the **Landlord**
 - e. The arrears relate to an **Event** which has been accepted and agreed under the terms laid out in the Rent Guarantee Claim Procedure section.
 - f. **You** must ensure that in the event of any **Rent** increase during the **Tenancy** that the **Rent** does not exceed the total **Rent** amount appearing on the **Satisfactory Reference** in the first 12 months of the **Tenancy** and does not exceed the total **Rent** appearing on the **Satisfactory Reference** by more than 20% after the first 12 months of the **Tenancy**. If the **Rent** does exceed 10% increase of the total **Rent** amount appearing on the **Satisfactory Reference** then **You** should hold evidence that the **Tenants'** gross monthly income meets or exceeds 2.5 x the applicable share of **Rent** for production in event of a claim. In the event the **Rent** is increased during a claim then this **Policy** will only cover the rental amount as stated on the **Tenancy** at the point of the first **Arrears**.
2. The following provisions take effect once vacant possession has been obtained in accordance with paragraphs 1 a-e above
 - a. after the **Landlord** has recovered vacant possession the **Monthly Benefit** will cease to be payable until such time that the **Property** is in a suitable condition to be let upon a further **Tenancy**. When the **Property** is in a suitable condition to be let, and provided that the **Property** is made available for letting, then **Monthly Benefit** will be paid at 50% of the **Rent**, however all benefit will cease upon:
 - i. the **Property** being let on a new **Tenancy**; or
 - ii. three months from the date of vacant possession whichever shall be the sooner; or
 - iii. the total payments made by the **Insurer** under the section Rent Guarantee Cover reaching the limits outlined in Limit of Cover in this section.
 - b. once vacant possession is obtained if the **Property** is to be re-let, the **Rent** must be set in accordance with the current market Rental Value appropriate for the **Property**
 - c. the **Landlord** must accept any reasonable offer of **Tenancy** which is in excess of 85% of the preceding **Rent**.
3. Benefit will be paid:
 - a. as stipulated in 1 and 2 above at a rate of 1/30th of the monthly **Rent** for each continuous day that **Rent** is in arrears or that vacant possession benefit is payable
 - b. monthly in arrears and will only be paid if the terms and conditions of the **Policy** are met.
 - c. to the **Landlord** or his **Agent** unless otherwise agreed in writing by the **Insurer**.

Exclusions

The **Policy** will not provide **Monthly Benefit** for:

- i. the first month's **Rent** arrears or a sum equivalent to the monthly **Rent** under the **Tenancy** whichever is the greater
- ii. **Rent** once the **Property** is re-let
- iii. periods for which the **Property** is not available for re-letting once vacant possession is obtained
- iv. periods for which the **Property** is advertised for sale or is the subject of a contract for sale
- v. any interest on **Rent** arrears
- vi. **Rent** which the court orders is not payable to the **Landlord** by the **Tenant**
- vii. claims first notified after vacant possession has been gained
- viii. any **Event** which is excluded under the terms and conditions outlined in the Claims Procedure section of this **Policy**
- ix. amounts of **Rent** paid via other consideration
- x. **Rent** withheld due to set off for compensation under section 87 and 88 of the Renting Homes Wales Act 2016

Limit of cover

The **Insurer** shall not be liable for more than:

- i. The **Limit of Indemnity** for Rent Guarantee Cover including all Professional Costs; or
- ii. A sum equivalent to 6 x the monthly **Rent**; whichever is the lesser.
- iii. The **Insurer** will not be liable for any **Excess** specified in the **Schedule**.

Rent Guarantee Claim Procedure

If during a **Period of Insurance** an **Event** occurs, the **Insurer** will provide to the **Insured** indemnity for fees not otherwise recoverable for **Professional Costs** incurred in the pursuit or defence of a civil claim relating to that **Event**

Prospects of success

If at any time during the claims procedure the **Professional Adviser** considers in his professional capacity that the **Landlord's Reasonable Prospects of Success** in the **Proceedings** do not warrant continuing with the **Proceedings**, or that the interests of the **Insured** can be better achieved by other means, the **Insurer** shall then be under no further liability to indemnify the **Insured** in respect of the case. The **Insurer** shall provide the **Insured** with a written explanation of their decision. If the **Insured** disagrees with this decision, the dispute must be resolved in accordance with the **Insurer's** internal appeals procedure.

Conduct of the proceedings

The **Insurer** may make its own investigations into the claim and may subject to the approval of the **Insured** (which shall not be unreasonably withheld), attempt to reach a settlement of the **Proceedings**.

In any claim where the appointment of a **Professional Adviser** is appropriate, a **Professional Adviser** will be nominated to act for the **Insured** by the **Insurer**.

The **Professional Adviser** must promptly inform the **Insurer** of:

- a. their professional opinion as to the **Reasonable Prospects of Success** of the **Landlord's Proceedings**;
and
- b. an estimate of the total costs likely to be incurred in the **Proceedings** with details of their charging rates.

The **Professional Adviser** must keep the **Insurer** fully and promptly informed on the progress of the case, of any change in their opinion of the **Reasonable Prospects of Success** and their estimate of costs during the **Proceedings**. The **Insurer** will only meet the **Professional Costs**:

- a. which have been agreed in advance by the **Insurer** as to both amount and purpose; and
- b. while **Reasonable Prospects of Success** in the **Proceedings** remain.

The **Insurer** reserves the right, and the **Insured** agrees that the **Insurer** may take over conduct of any **Proceedings** in the name of the **Landlord**, where the **Landlord** is the **Insured**. Where the **Agent** is the **Insured** the **Insurer** reserves the right to take over conduct of any **Proceedings** in the name of the **Landlord** where provision is made in the terms and conditions between the **Agent** and the **Landlord**. The **Landlord** will cooperate and assist the **Insurer** in connection with the said conduct of the **Proceedings**.

The **Professional Adviser** will attempt two enforcement steps where a judgement exists in respect of **Event** iv.

Withdrawal and discontinuance

If the **Insured** withdraws from or discontinues the **Proceedings** without the prior agreement of the **Professional Adviser** then any **Professional Costs** incurred and third party costs will become the responsibility of and payable by the **Insured**.

Co-operation

The **Insured** will co-operate with the **Insurer/Administrator** at all times and reply promptly to any correspondence connected with the claim.

The **Insured** shall give promptly to the **Professional Adviser** all information requested and will meet with them whenever requested.

The **Insured** or the **Professional Adviser** must promptly notify the **Insurer** should a conflict of interest arise between the **Landlord** or **Agent** and the **Insurer**.

The **Insured** shall provide all evidence or information required by the **Insurer** and the **Professional Adviser** and shall keep them fully and continually informed of all developments relating to the **Proceedings**. The **Insured** shall, if so requested by the **Insurer**, instruct the **Professional Adviser** to submit his bill of costs for taxation by the court or certification by the appropriate professional body. The **Insured** shall whenever reasonably possible attempt to recover costs from a third party and shall instruct the **Professional Adviser** accordingly.

The **Landlord** or **Agent** will attend any court hearing if required to do so by the appointed **Professional Adviser**. If the **Landlord** or **Agent** is unavailable or fails to attend a court hearing when required the

Administrator reserves the right to recover all legal costs incurred and may, under certain circumstances, also seek repayment of **Monthly Benefit** paid.

Rights to information

The **Insurer** shall have direct access to the **Professional Adviser** at all times. The **Insurer** shall be entitled to obtain from the **Professional Adviser** any information, relating to the **Proceedings**, whether or not privileged, and the **Insured** shall, if so requested, immediately give any instructions to the **Professional Adviser** which may be required for this purpose.

The **Insurer** shall be notified immediately in writing by the **Insured** or the **Professional Adviser** of any **Offer** made. If the **Insurer** considers the outcome of the **Proceedings** to be equally or less favourable to the **Insured** than the **Offer**, the **Insurer** shall have no liability in respect of any further **Professional Costs**.

Exclusions

The **Policy** will not cover any claim:

- a. where there are not **Reasonable Prospects of Success**
- b. where the amount in dispute is less than £250
- c. for an application for a Judicial Review or for an appeal unless the **Insurer** has given their prior written consent to such costs being incurred
- d. for damages, interest, fines or other penalties
- e. incurred in relation to a claim for possession deemed by the court to be a retaliatory claim

Limit of cover

There is no cover for **Professional Costs** that are:

- a. incurred in pursuance of any legal action not related to an **Event**
- b. incurred in avoidable correspondence
- c. incurred prior to written confirmation from the **Insurer** that the claim has been accepted
- d. in excess of the **Limit of Indemnity** in aggregate with Rent Guarantee Cover
- e. in excess of those for which the **Insurer** has given its prior approval in accordance with the terms and conditions of the **Policy**
- f. recoverable from a court, tribunal or elsewhere; or
- g. incurred in respect of any claim where the **Insured** is, or but for the existence of this **Policy** would be, entitled to indemnity under any other Policy or Guarantee. The **Insurer** will not be liable for any **Excess** specified in the **Schedule**
- h. incurred in relation to the **Landlord** defending a claim by the **Tenant** or other third party by way of a counterclaim or separate action or any subsequent costs due or awarded to the **Tenant** or other third party
- i. incurred as result of any enforcement step where two previous enforcement steps have been attempted by the **Professional Advisor**
- j. incurred in relation to any dispute with the successor or selection of successor by the **Landlord** of the **Tenancy** following the death of a sole **Tenant**.
- k. incurred in relation to a claim for possession deemed by the court to be a retaliatory claim under section 217 of the Renting Homes Wales Act 2016

The **Insurer** will not be liable for any **Excess** specified in the **Schedule**.

Complaints handling procedure applicable to Section 3

HomeLet is committed to providing the highest standards of customer service. Whilst we work hard to achieve this, we recognise that there may be occasions when problems arise, and you can help us by telling us what you think of our service. We welcome all your comments, whether they're suggestions, compliments or complaints.

This page explains how to tell us about a problem, how we will deal with your complaint; plus what to do if we can't resolve it for you.

How to complain to HomeLet

Many things can be sorted out by speaking to us directly by phone, and often this will usually be enough to put matters right. However, if you prefer, you can make your complaint in writing, by email or post.

Post:

Customer Experience Team
HomeLet
Hestia House
Edgewest Road
Lincoln
LN6 7EL

Phone:

0800 035 8258

Email:

customer.experience@homelet.co.uk

In order for us to deal with Your complaint as quickly as possible, it will help us if you mark your correspondence "Complaint" and provide as much information as you can. Try to include details such as policy reference numbers, details of who you have been dealing with, how to get in touch with you and what you would like us to do to resolve the matter.

How we will deal with your complaint

- Your complaint will be passed to the member of staff who can best address the problem;
- If we can, we will resolve your complaint immediately;
- If we are unable to resolve the matter to your satisfaction straight away, we will commence an investigation and acknowledge your complaint in writing within five working days. At this stage, we will tell you who is dealing with it, what we are going to do and how long we expect it to take;
- If we have been unable to resolve your complaint within four weeks, we will write to you again with details of the current position;
- If we have been unable to resolve your complaint within eight weeks, we will write to you again explaining the delay and what we are doing to help you;
- When we have completed our investigations, we will issue a final response, setting out the action we are taking

Financial Ombudsman Service

If you are not happy with our decision, or eight weeks have passed since we received your complaint, you may be able to pass your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent organisation and will review your case.

Post:

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

Phone:

0800 023 4567

You can also visit the Financial Ombudsman Service's website at www.financial-ombudsman.org.uk

The Ombudsman's service is available to personal policyholders. The service is also open to charities, trustees, micro-enterprises and small businesses with income or assets within defined limits. You can get more information from us or the Ombudsman.

If You take any of the actions mentioned above it will not affect Your right to take legal action.

Section 4 - Emergency Assistance Insurance

Thank you

You have selected an Emergency Assistance policy that will provide assistance to you in your **Insured Property**. **We** will respond with expert help if you suffer an emergency arising from an incident covered under this policy and send a **contractor** out who will take action to resolve the emergency.

The purpose of this insurance

This insurance policy is designed to work alongside your household buildings or contents insurance policy. Whilst **we** are happy to assist you in an emergency by sourcing a **contractor**, **we** aren't able to provide you with help relating to day-to-day maintenance of the **Insured Property** and its contents.

How to make a claim

Major emergencies which could result in loss of life or serious damage to the **Insured Property** should be immediately advised to the supply company and/or public emergency services.

Gas leaks must be immediately notified to the National Gas Emergency Service on 0800 111 999.

Please look at **your** insurance policy and **schedule** to check **your** level of cover and have **your** policy number and intermediaries name to hand. This policy is designed to assist **you** during an emergency. It will not cover situations that are not notified to **us** within **48 hours** of the incident.

Call **our** helpline on 01384 884080

Our helpline is open 24/7, 365 days a year.

We will ask **you** some questions to check **your** identity and the details of **your** emergency. **We** will talk **you** through **your** cover and let **you** know what **we** will do next.

Some Important Information

- If **we** accept your claim, the claims helpline will source a suitable **contractor** to attend your **Insured Property** and endeavour to resolve the emergency. This is subject to there being no circumstances that would prevent access or otherwise prevent the provision of **emergency repairs**, such as adverse weather conditions, industrial disputes, and/or failure of the public transport system.
- The claims helpline service and tradesperson will use their discretion as to when and how the **emergency repairs** are undertaken.
- The **contractor** will invoice the cost of all work covered by the insurance to **us**. **You** will be asked to pay the cost of;
 - a. Call-out charges if there is no authorised adult available at your **Insured Property** at the time **our contractor** arrives to carry out the work.
 - b. All charges in excess of the claims limits or any work excluded by this insurance – **you** will be informed of this before any work is undertaken.
 - c. Any additional costs incurred at **your** request in fitting replacement parts or components of a superior specification to the original.
- There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **our** control. In the event of this occurring **we** will ensure that **your Insured Property** is safe.
- In the event you engage the services of a **contractor** prior to making contact with the Claims Helpline Service any costs incurred by you will not be covered by this insurance.
- **Your** claim will not be considered an emergency unless it is reported within 48 hours of discovery.

What you need to know

Confirming Policy Details...Helping Us Help You

In some situations **we** may not be able to assess **your** claim or confirm **your** policy is operative from the information and details provided by you. It may therefore be necessary for **our contractor** to attend **your Insured Property**, assess the situation and provide **us** with a report. In these circumstances you will be asked to leave either credit or debit card details which may be debited in the event that the cost of the call-out and any subsequent repairs are not covered by this insurance. This will help **us** respond to **your** emergency without unnecessary delay, and provides you with an option to receive emergency assistance at **your Insured Property** should cover be excluded under **your** policy.

Household Buildings and Contents

This insurance policy is designed to offer 24 hour assistance if **you** suffer a **Insured Property** emergency. It complements but does not replace either **your** household buildings or contents insurance policy, and there may be times where this is the more appropriate route for cover. If the situation is not an emergency as defined in the policy wording, **you** should contact **your** buildings or contents insurance provider for claims assistance.

How Your Cover Works

This policy covers **temporary repairs**, or a permanent repair where this can be done at a similar cost or where no **temporary repair** is available. If **our contractor** advises there is no temporary, permanent or economical repair available, then cover will cease under this insurance.

For cover to apply under this policy, the situation that arises must fall within the definition of an emergency under each section of cover in the policy.

Maintenance of Your Insured Property

It is a requirement of this policy that **you** maintain **your Insured Property**, including fixtures and fittings. This includes boilers which should be maintained in accordance with the manufacturer's recommendations.

Trace and Access

There may be times when **our contractor** has to carry out trace and access in order to locate the emergency. This may involve removing and/or damaging parts of the **Insured Property**, fixtures and fittings to enable the **contractor** to find the source of the issue. In these circumstances, **we** will not be responsible for any damage caused where this has been deemed as necessary by **our contractor** in order to complete a **temporary repair** (or a permanent repair where this can be done at a similar cost).

Working Together

To enable **us** to provide the best possible claims service to **you**, **we** shall require **your** full co-operation at all times. This may, at **your** own expense, include providing any evidence, documents or receipts as requested by **us** or **our** representative.

If **your Insured Property** emergency claim is accepted, **we** ask that you allow access for the **contractor** to attend **your Insured Property** within 24 hours of the claim being reported to **us**. If you delay and/or prevent the **contractor** from attending within 24 hours **we** may withdraw cover.

There may be times where **our contractor** has to order parts that are not readily available.

Other Similar Insurance

If you claim under this policy for something which is also covered by another insurance policy, you must provide **us** with full details of the other insurance policy. **We** will only pay **our** share of any claim.

Important and defined words

The words or expressions detailed below have the following meaning wherever they appear in this policy. They will be emboldened throughout for **your** reference.

Claim limit(s)

The amount **we** will pay in respect of any one claim and during any one **Period of Insurance** as specified in the **schedule**.

Contractor

A tradesperson authorised and instructed by the Claims Helpline Service to undertake **emergency repairs**.

Emergency repairs

Work undertaken by an authorised **contractor** to resolve the emergency by completing a **temporary repair**. **We** will only complete a permanent repair where this can be done at a similar cost, or where there is no **temporary repair** available, up to the **claim limit** specified in this policy.

Insured Person, You, Your

The person who has paid the premium and is named in the **schedule** as the **insured person**.

Insured Property

Your property in the United Kingdom, Channel Islands and Isle of Man which comprises of a private dwelling used for domestic purposes excluding garages, gardens, outbuildings and swimming pools. This will be owned by **you** but let to tenants. Garages and outbuildings that are attached and/or accessed via the **Insured Property** will be included under Pests. This does not include any bedsits, bed and breakfasts or commercial/business premises.

Insurer

This insurance is administered by Legal Arc Legal Assistance Ltd and underwritten by AmTrust Europe Ltd.

Intermediary

The regulated entity appointed to transact this insurance with **you**.

Period of Insurance

The commencement and expiry dates shown in the **schedule**.

Primary Heating System

The principal central heating and hot water systems excluding any form of renewable energy systems and non-domestic central heating boiler or source.

Schedule

The document which shows details of **you** and this insurance and forms part of this policy.

Temporary Repair, Temporary Resolution

A repair or resolution which will resolve an emergency and is predicted to last at least 72 hours. A **temporary repair** or resolution will need to be replaced by a permanent repair.

Terrorism

The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.

Uneconomical

1. Where in our opinion, it would not be worth completing a repair based on the subsequent work require or life expectancy of the appliance/equipment; or
2. Where the cost of the emergency repair (including parts and labour) is greater than 75% of the cost of replacing the item as new.

We, Us, Our

Arc Legal Assistance Ltd and AmTrust Europe Ltd.

What you are covered for

This policy provides the cover described in each section below as a result of an insured event occurring at your **Insured Property**.

We will pay up to a maximum of £500 for any claim including VAT, call-out charges, labour, parts and materials with a maximum of £1,500 paid in any period of cover.

1. Plumbing & Drainage	
What is Covered?	What is Excluded?
<p>Emergency repairs following damage to or failure of the plumbing and drainage system which:</p> <ol style="list-style-type: none"> Means that internal flood or water damage is a likely consequence; Means that you do not have access to a useable toilet within you Insured property; or Causes blocked external drains that are solely your responsibility and within the boundary of the Insured Property, where this can be resolved by jetting or rodding. 	<ol style="list-style-type: none"> The replacement of water tanks, cylinders, central heating radiators, toilets, taps and external pipes. Cracked sanitaryware, including but not limited to cisterns, toilet bowls, sinks and baths. Blocked toilets and/or drains where this has been caused as a consequence of misuse or the internal workings of the flush. Saniflo systems or other macerator-based systems. Descaling and any work arising from hard water scale deposits. The repair of domestic and/or leisure equipment that is leaking water, other than from external fixed pipework. Where there is a leak from a shower, bath or sink when in use and there is another means of equivalent bathing or washing at the Insured Property. Where the leak can be contained providing you with enough time to arrange a repair privately.

2. Internal Electricity	
What is Covered?	What is Excluded?
<p>Emergency repairs following the electricity failure of at least one complete circuit which cannot be resolved by carefully resetting the fusebox and would not be more appropriately resolved by the regional network supplier.</p> <p>Please note, during claims assessment you may be asked to unplug all appliances and reset the circuit to rule out an appliance issue.</p>	<ol style="list-style-type: none"> External lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs. Electricity supply to burglar/fire alarm systems, CCTV surveillance, or to swimming pools, the plumbing and filtration systems for swimming pools and any leisure equipment. Renewable energy systems. Where an appliance has caused a circuit to fail or trip.

3. Gas Supply	
What is Covered?	What is Excluded?
<p>After the National Gas Emergency Service has visited your Insured Property and isolated your gas supply, emergency repairs will be carried out by a Gas Safe contractor, who will repair or replace the damaged section of internal gas supply pipe. Our contractor will also turn your gas supply back on.</p>	<ol style="list-style-type: none"> Repair work to or the cost of replacing lead pipework. The interruption or disconnection of public services to the Insured Property however caused, or the failure, breakdown or interruption of the mains gas supply system. Any system which is not installed correctly, or which does not conform to any governing Gas Safe regulation or requirements. Any appliance.

4. Water Supply	
What is Covered?	What is Excluded?
<p>Emergency repairs following a complete loss of the water supply to the kitchen or the bathroom where no other water supply is available for bathing.</p>	<ol style="list-style-type: none"> The interruption or disconnection of public services to the Insured Property however caused, or the failure, breakdown or interruption or the mains water supply system. Where you have access to a water supply in another bathroom. Descaling and any work arising from hard water scale deposits.

5. Security	
What is Covered?	What is Excluded?
<p>Emergency repairs following damage or failure of the following items which would render the main living area of the Insured Property insecure and easily accessible to intruders:</p> <ol style="list-style-type: none"> External lock. External window. External door. 	<ol style="list-style-type: none"> Internal locks, window locks, glass, external garages or outbuildings. Any damage caused by the contractor in gaining access to the Insured Property. Doors subject to swelling. Porch doors where there is another lockable door which prevents access to the main living areas of the Insured Property.

6. Access to Insured Property	
What is Covered?	What is Excluded?
<p>Emergency repairs following the loss of the only available key to the Insured Property which cannot be replaced, and normal access cannot be obtained. Our contractor will gain access to the Insured Property and ensure it is left secure.</p>	<ol style="list-style-type: none"> Any damage caused by the contractor in gaining access to the Insured Property.

7. Pests	
What is Covered?	What is Excluded?
<p>Emergency repairs following an infestation as a result of the following Pests in and/or attached to the Insured Property and there is clear evidence of the infestation.</p> <ol style="list-style-type: none"> Wasps' nests. Hornets' nests. Mice. Rats. Cockroaches. 	<ol style="list-style-type: none"> Repeat claims where you have failed to follow previous guidance from us or the contractor to prevent continued or further infestation. Pest infestations where you have not taken reasonable hygiene measures to prevent contamination.

8. Roofing	
What is Covered?	What is Excluded?
<p>Emergency repairs following missing, broken or loose tiles causing internal water damage.</p> <p>We will appoint a contractor to attend when it is safe for them to do so. They will complete a temporary repair to stop the immediate damage, but requests for permanent repairs should be made to your building & contents provider.</p>	<ol style="list-style-type: none"> Damage to flat roofs over 10 years old. Damages where the roof has not been satisfactorily maintained. Costs that should be shared proportionately across all responsible parties. Any access costs, including but not limited to scaffolding and articulated lifts.

9. Overnight Accommodation	
What is Covered?	What is Excluded?
<p>Overnight accommodation only where it has not been possible to resolve the emergency following an accepted claim for emergency repairs by a contractor under another section of the policy and the Insured Property is rendered uninhabitable in the opinion of the Claims Helpline Service.</p>	<ol style="list-style-type: none"> The cost of any food and drink you have purchased. The cost of any parking incurred. The cost of travel. The cost of entertainment.

The below Sections are only covered if 'Boiler and Heating Cover' is specified on your policy schedule:

10. Primary Heating System	
What is Covered?	What is Excluded?
<p>Emergency repairs following the complete breakdown of the primary heating system which:</p> <ol style="list-style-type: none"> Results in the complete loss of heating and/or; Results in the complete loss of hot water. <p>Please note, it is a legal requirement that a Gas Safety check is completed once every 12 months for a tenanted property. A copy of the most recent Gas Safety Certificate must be made available prior to attendance or once the contractor arrives on site. Failure to produce a valid certificate issued in the past 12 months will result in your claim being withdrawn and you will be responsible for any costs incurred.</p>	<ol style="list-style-type: none"> Boilers that are over 15 years old or over 238,000 btu net input (70 Kilowatt). Lighting of boilers, the correct operation, routine adjustment of time, temperature controls or the replacement of batteries. Any form of renewable energy systems. Powerflushing or descaling. The replacement of water tanks, cylinders and central heating radiators. Where there is another hot water source available for bathing, including but not limited to an immersion heater or electric shower. Intermittent faults where this cannot be identified at the time of the contractor's attendance. Lack of maintenance or neglect by you (you may be asked to reserve funds if your boiler has not been serviced in line with the manufacturer's instructions). Where a boiler can be operated manually to resolve the loss of hot water and/or heating.

11. Alternative Heating	
What is Covered?	What is Excluded?
<p>We shall pay up to £50 towards the cost of alternative heating sources where these are deemed necessary in the event a claim has occurred under Section 7. Payment is subject to an original receipt and the primary heating system not being reinstated.</p>	

12. Boiler Replacement Contribution	
What is Covered?	What is Excluded?
<p>We shall contribute towards the cost of a brand-new like for like replacement upon production of an original receipt for payment. This section will not be operative unless we or the contractor declare the boiler to be uneconomical to repair, following an accepted claim under Section 7.</p>	

General Exclusions

We shall not be liable for costs arising from or in connection with:

1. Circumstances known to **you** prior to the commencement date of this insurance.
2. Any system and/or equipment, including boilers and facilities, which have not been properly installed or maintained in accordance with the manufacturer's instructions.
3. Any claims arising from or relating to appliances.
4. Any system, which has been incorrectly used or modified, or has been tampered with.
5. General wear and tear.
6. Failure or damage caused by faulty or defective design of pipework, including but not limited to delamination found in pitch fibre pipe construction.
7. Any claim where an engineer has previously identified that remedial or maintenance work is required to prevent a future breakdown and the recommend work has not been completed.
8. Any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
9. Replacement or adjustment to any decorative or cosmetic part of any equipment.
10. Garages, out-buildings, leisure equipment, cesspits, septic tanks, swimming pools or fuel tanks unless appropriately covered under the Pests section of this policy.
11. Wilful act or omission, lack of maintenance or neglect by **you**.
12. Claims in the 7 days immediately following **your** first occupation of the **Insured Property** or claims in the 7 days immediately following **your** reoccupation of the **Insured Property** where the **Insured Property** has been left unoccupied for 30 consecutive days or more.
13. Materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.
14. Any other costs or damage that are directly or indirectly caused by the event that led **you your** claim, unless specifically stated in the policy.
15. Claims arising within the first 14 days from the date of commencement of this insurance unless **you** held equivalent insurance immediately prior to the commencement of this policy.
16. Claims under Section 12 arising within the first 60 days from the date of commencement of this insurance unless **you** held equivalent insurance immediately prior to the commencement of this policy.
17. Any costs that would be more appropriately recovered under any other insurance.
18. Circumstances which are not sudden or unforeseen.
19. Circumstances where **we** have gone beyond **your** insurance policy's **claim limit** or policy cover.
20. Claims where **our contractor** has advised there is no **emergency repair** available.
21. Any direct or indirect liability, loss or damage caused:
 - a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
 - b) by computer viruses.
22. Any claim or expense of any kind caused directly or indirectly by:
 - a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
 - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
23. Any loss or damage caused by any sort of war, invasion or revolution.
24. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
25. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **terrorism**.

General Conditions

Fair Presentation of Risk

Under the Insurance Act 2015 **You** have a duty to make fair presentation of the risk to the **Insurer** before this policy starts, at each renewal and when **You** make any amendment(s) to cover.

This means **You** must:

- d) disclose all material facts of which **You** know or ought to know.
- e) make the disclosure in a reasonably clear and accessible way.
- f) make sure that every material representation of fact is substantially correct and made in good faith.

Claims

To ensure an accurate record **your** telephone conversation may be recorded.

All requests for assistance must be made to the Claims Helpline Service and not to the **contractors** direct otherwise the work will not be covered.

Provided that the **emergency repairs** is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway network and repairs thereto, and any other circumstances preventing access to the **Insured Property** or otherwise making the provision of the **emergency repairs** impossible.

There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **our** control. In the event of this occurring **we** will ensure that **your Insured Property** is safe and if required the **contractor** will provide **you** with a quotation for a suitable repair.

Please note that if **you** should engage the services of a **contractor** prior to making contact with the Claims Helpline Service any costs that **you** incur are not covered by this insurance.

Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the local gas company.

Observance

Our liability to make any payment under this policy will be conditional on **you** complying with the terms and conditions of this insurance.

Recovery of Costs

We may take proceedings at **our** own expense in **your** name to recover any sums paid under this insurance.

Fraudulent or Exaggerated Claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Due Care

You must take due care to maintain the **Insured Property** and its equipment in good order and take all necessary precautions to prevent loss, damage or the unnecessary accrual of costs.

Where a **temporary resolution or repair** has been carried out, the onus will be upon **you** to carry out repairs or work to permanently resolve the reason for the emergency occurring. Should **you** fail to carry out the permanent repair a **contractor** will not be appointed to undertake any further **emergency repairs**.

The **insurer's** right to cancel:

The **insurer** can cancel the insurance by giving 14 days' notice in writing to **you** at the address shown on the schedule, or alternative address given by **you**. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance if **you** have not made, and do not intend to make, a claim

The **insurer** will only invoke this right in exceptional circumstances as a result of **you** behaving inappropriately, for example:

- a) Where **we** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **our** staff or suppliers
- c) Where it is found that **you**, deliberately or recklessly, disclosed false information or failed to disclose important information.

Claims Helpline Service

All potential claims must be reported initially to the Claims Helpline Service for advice and support.

Emergency Claims Helpline Number: 01384 884080.

Calls to the helpline will be charged at **your** standards rates.

We will not accept responsibility if the Helpline services fail for reasons beyond **our** control.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **insured person's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

Complaints Procedure

In the event of a complaint arising under this insurance, **you** should complaint to the appropriate party. Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

For complaints regarding the sale of the policy, please contact HomeLet directly.

For complaints regarding a claim:

Write to **us**: Arc Legal Assistance Limited
 PO Box 8921
 Colchester

 CO4 5YD

Email **us** at: customerrelations@arclegal.co.uk

Call **us** on: 01206 615000

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This may also apply if **you** are insured in a business capacity. **You** may contact the Financial Ombudsman Service at:

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

Tel: 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Compensation

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If it fails to carry out its responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100

Authorisation

This policy is administered by Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.

Insurance quote and renewals enquiries

0800 035 8258

Rent Guarantee Claims line

0330 333 7067

Emergency Assistance Claims line

01384 884080

Buildings and Contents Claims line

0330 333 7230

Or visit us online:

homelet.co.uk/tenants

Address:

HomeLet

Hestia House

Unit 2 Edgewest Road

Lincoln

LN6 7EL