



Landlord's Portfolio Insurance

Policy Wording

Section guide

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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 2 sections to include:

- Buildings insurance – Section 1
- Contents insurance – Section 2

Your Policy Schedule sets out the risk addresses, 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 insurer:

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.

Your Cover

This insurance is designed to provide cover for **Your Buildings** and **Landlords Contents** against loss or damage.

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 9-23) 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 are set out on pages 24-25.

General Exclusions applying to the **Policy** are set out on pages 11-12. **We** will not pay a claim if an exclusion(s) is applicable.

The **Policy** Definitions on pages 6-8 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 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 26.

Privacy Notice

The privacy and security of **Your** personal information is very important to **Us**. Details are on page 4.

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.

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 brought 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

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.

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 by registered letter to **Your** last known address. 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**).

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.

Definition of words – Sections 1 and 2

Accidental Damage

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

Building(s)

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**).

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 pipe leakage of oil from any fixed domestic heating installation impact by any road vehicle or animal

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**.

- a. additional travel costs
- b. loss assessor fees
- c. the cost of preparing a claim
- d. 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

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 **Buildings** 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 provided 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

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

1. 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.

2. 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.

3. 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.

4. 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.

5. Deliberate Act

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

6. Existing Damage

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

7. 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.

8. Consequential Loss

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

9. 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.

10. Cyber and Data

a. 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 c; regardless of any other cause or event contributing concurrently or in any other sequence thereto.

b. 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**.

c. 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.

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

e. 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.

11. **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**.

12. **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.

13. **Pollution**

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

14. **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.

15. **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 **Your Insured Property** 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, labour and political disturbances
 - e. Malicious Act
 - 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. Breakage or collapse of any aerial or satellite dish
 - j. Falling trees or branches
 - k. Up to the **Sum Insured** under this section for loss or damage to **Your Insured Property** caused by subsidence or ground heave of the site on which **Your Insured Property** stands or landslip.

We will not pay for:

1.
 - i. the **Excess**
 - ii. Loss or damage to **Your Buildings** when it has remained **Unoccupied** for more than 90 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 any **Buildings** when it has remained **Unoccupied** for more than 90 consecutive days
 - ii. loss or damage 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. to the appliance/ installation itself 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 any **Buildings** when it has remained **Unoccupied** for more than 90 consecutive days
 - ii. unless violent and forcible means are used to gain entry or exit to the **Buildings**
 - iii. by any member of **Your** family, any **Tenant** or other person lawfully at the **Buildings** who doesn't have a formal tenancy agreement
 - iv. 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
- k. 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 Buildings**
 - 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
 - vii. that originated prior to the commencement of this insurance

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 the 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 and Alternative Accommodation Expenses**
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. rent (including ground rent and management charges) **You** should pay or should have received but have lost
 - ii. the costs of reasonable and necessary alternative accommodation and temporary storage of **Your** furniture
 - 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. **Denial of Access**
If during the **Period of Insurance Your Building** 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 Building We** will pay for
 - a. rent (including ground rent and management charges) **You** should pay or should have received but have lost
 - b. 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 Building** such loss results from the compulsory actions taken by police competent authority or any other statutory authority
8. **Sale of Buildings**
Up to the **Sum Insured** on **Your Building** 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 Building** is not otherwise insured
9. **Accidental Damage**
(This cover only applies when **Accidental Damage** appears under the Buildings section on the **Policy Schedule**)
 - a. Up to the **Sum Insured** for loss or damage to **Your Building** caused by **Accidental Damage**
 - b. **Accidental Damage** to service pipes, cables and inspection costs for which **You** have accepted responsibility, which service **Your Building**
 - c. **Accidental Damage** to fixed water pipes and tanks caused by internal stress due to freezing, overheating or excessive water pressure

We will not pay for:

2. the **Excess**
 - a. Fees charged for the preparation of any claim
4. the **Excess**
 - a. Any cost arising from normal wear and tear or deterioration
 - b. Any amount in excess of £5,000
5. the **Excess**
 - a. any loss not discovered within 180 days of the damage occurring
 - b. any loss occurring when the **Building** in which the loss occurs is **Unoccupied**
 - c. any amount in excess of £1,000
6. the **Excess**
 - a. Any loss where any part of **Your Buildings** was **Unoccupied** prior to the loss unless verified by a tenancy agreement confirming future occupation
 - b. Any loss incurred once the damaged part of **Your Buildings** is habitable
 - c. any amount in excess of 30% of the **Sum Insured**
 - d. But in respect of each individual **Building** the payment made may be adjusted according to the percentage contribution made by each flat or private dwelling house towards the total management charges and/ or ground rent of the block of flats or housing development
7.
 - a. any loss that does not result in access being denied for at least 12 hours duration
 - b. any amount in excess of 30% of the total **Sum Insured** on **Your Insured Property** or £1,000,000 which ever is the lesser any one claim or in any one **Period of Insurance** for longer than 12 weeks duration from the date of **Accidental Damage** by the **Insured Peril**
 - c. 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.
9. the **Excess**
 - a. 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)
 - b. loss or damage that is already covered under the **Tenants** own contents insurance policy
 - c. loss or damage resulting from any gradually operating cause
 - d. loss or damage to **Your Building** when it has remained **Unoccupied** for more than 60 consecutive days
 - e. loss or damage to service pipes and cables which **You** are not legally liable to repair

We will pay:

9. **Accidental Damage (continued)**
 - d. Up to the **Sum Insured** for loss or damage to **Your Building** caused by Malicious Act of the **Tenant**

10. **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

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

9. **(continued)**
 - f. loss or damage caused by cleaning, repairing, restoration, wear and tear or depreciation, rot, mould, woodworm, insects, vermin, any climatic condition or other gradual cause
 - g. loss or damage caused by faulty workmanship, defective design or defective materials
 - h. loss or damage caused by mechanical or electrical fault, breakdown or derangement
 - i. loss or damage caused by domestic pets
 - j. loss or damage specifically excluded under the **Buildings** section or elsewhere in this **Policy**
 - k. the cost of maintenance and normal redecoration

We will not indemnify You for:

11. a & b
 - a. 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
 - b. 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
 - c. any fines or penalties
 - d. Legal liability which is assumed by **You** under agreement unless such liability would have arisen in the absence of that agreement
 - e. 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** 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** 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 indemnify You:

- a. Legal liability which is assumed by **You** under agreement unless such liability would have arisen in the absence of that agreement.
- b. Any claim or other proceedings against **You** lodged or prosecuted in a court outside the **Territorial Limits**.
- c. Liability for death of, bodily injury to, or illness or disease of any member of **Your** family.
- d. 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
- e. injury, illness or disease, 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
- f. 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
- g. accidents involving any dog described in section 1 of the Dangerous Dogs Act
- h. 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 **Property** 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 act
 - 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 **Property** stands, or landslide

We will not pay for:

1.
 - i. the **Excess**
 - ii. more than £2,500 for any single article
 - iii. loss or damage to **Landlords Contents** when **Your Buildings** has remained **Unoccupied** for more than 90 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 **Building** which has remained **Unoccupied** for more than 90 consecutive days
 - ii. loss or damage resulting from any gradually operating cause
 - iii. loss or damage to the appliance / installation itself
- g. loss or damage
 - i. to the **Landlords Contents** of any **Buildings** which have remained **Unoccupied** for more than 90 consecutive days
 - ii. to the **Landlords Contents** unless violent and forcible means are used to gain entry or exit 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 the **Landlords Contents** whilst outside of the **Property** 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. loss or damage caused by demolition, structural alteration or repair, inadequate construction of foundations
 - iii. loss or damage caused by erosion of the coast or riverbank
 - iv. loss or damage which originated prior to the commencement of this insurance

We will pay:

2. **Replacement of external door locks**
Up to £250 for the replacement and installation cost of external door locks of **Your Property** including any **Building** where the keys of such locks have been stolen.
3. **Loss of Oil and Metered Water and Gas Charges**
 - 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 and 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**)
 - a. up to the **Sum Insured** for loss or damage to **Landlords Contents** in **Your Buildings** caused by **Accidental Damage**
 - b. 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:

2. Loss arising from theft by persons who lawfully occupy or have lawfully occupied the **Property** or **Building**.
3. **The Excess**
 - a. any loss not discovered within 180 days of the damage occurring
 - b. any loss occurring when the **Property** or **Building** in which the loss occurs is **Unoccupied**
4. **the Excess**
 - a. Any loss where the **Building** was **Unoccupied** prior to the loss unless verified by a tenancy agreement evidencing future occupation.
 - b. Any loss incurred once the **Buildings** is habitable
5. **the Excess**
 - a. more than £2,500 for any single article
 - b. 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**
 - a. loss or damage:
 - i. to plants, trees and any growing matter
 - ii. caused after the **Buildings** has been left **Unoccupied** for more than 60 consecutive days
7. **the Excess**
 - a. more than £2,500 for any single article
 - b. 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)
 - c. 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 60 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**
 - x. the cost of maintenance and normal redecoration

We will indemnify You:

8. 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.

9. 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

We will not indemnify You for:

- 8.
- 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. insured under any other current policy of insurance or any subsequent policy if this section has been cancelled
 - vii. arising from the ownership, possession or use by **You** or on **Your** behalf of:
 1. 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
 2. 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
 - b. any
 - i. fines or penalties
 - ii. legal liability which is assumed by **You** under agreement unless such liability would have arisen in the absence of that agreement.
9. compensation or other costs arising from
- a. 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
 - b. loss of or damage to property or injury, illness or disease 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
 - i. arising out of any employment, business or profession of any member of **Your Household** 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
 - ii. 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

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:

- 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** 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** 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:

- a. injury, illness or disease, loss or damage caused by anyone in **Your** employment other than a gardener, porter, caretaker or cleaner
- b. 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
- c. injury, illness or disease, 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
- d. 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
- e. accidents involving any dog described in section 1 of the Dangerous Dogs Act 1991
- f. 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

Insurance Quote and Renewals Enquiries

0800 035 8258

Buildings and Contents Claims Line

0330 333 7230

Or visit us online:

homelet.co.uk

HomeLet
Hestia House
Unit 2 Edgewest Road
Lincoln
LN6 7EL