



RESIDENTIAL LET INSURANCE POLICY



Contents

Welcome	2
Important Information about your Policy	3
Things we need to tell you about	4
Definitions	6
Our Service Commitment to You	9
Cancelling this Policy	10
Claims Procedure	12
Claims Terms and Conditions	14
General Conditions	16
General Exclusions	20
Section One – Buildings	23
Section Two – Contents	30
Section Three – Accidents to Domestic Employee(s)	35
Section Four – Legal Liability to the Public	36
Section Five – Landlords Legal Expenses	39

Welcome

Thank **you** for choosing Advance Insurance Property Insurance to protect **your** property.

We want to help you understand **your** Landlords Property Insurance policy and make **you** aware that the information **you** have provided is part of a legally binding contract of insurance with **us**.

This Policy Document, the statement of fact, any notice to policyholder issued to **you**, **schedule** and any **endorsements** are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that **your** cover is exactly what **you** need, and keep all documents together in a safe place.

That policy is not complete without a policy schedule. **Your** policy schedule will be issued to **you** if **your** application for insurance is accepted.

Your Landlords Property Insurance document is split into various sections. Not all sections of this policy may apply to **you**. The cover you have selected will be shown on your policy schedule and is subject to the terms, conditions and exclusions set out in this policy document and any later notices sent to **you** by **your broker**. **You** should ensure that:

- **you** are clear which sections of cover **you** have included, the details of which are shown on **your schedule**;
- the information **you** have given us is accurate;
- **you** understand what each section covers and the restrictions and exclusions that apply;
- **you** are clear of what **your** responsibilities are under the policy as a whole.

When drawing up this contract **we** have relied on the information and statements **you** have provided in **your** application or subsequent renewals and **your** premium has been based upon the information shown in the schedule.

If you are in any doubt about the level of cover provided, or if you have any questions relating to this insurance, please contact your broker immediately.

Important Information about your Policy

The Law applicable to this insurance

Under the laws of the **United Kingdom** both **you** and **we** are free to choose the law which applies to this contract to the extent permitted by those laws. Unless **you** and **we** agree otherwise, the law which applies to this insurance is the law which applies to the part of the United Kingdom where the **premises** are located.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this insurance will only take place in the courts of the part of the **United Kingdom** in which the **premises** are located.

The Insurers or Service Providers

This Insurance policy is underwritten by Aviva Insurance Limited. Aviva Insurance Limited is registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with Firm Reference Number 202153

You can check these details with the Financial Conduct Authority either on their website at www.fca.org.uk or by calling them on 0800 111 6768.

This insurance policy has been produced by Pen Underwriting Limited a Managing General Agent of the insurers. As Managing General Agent, Pen Underwriting Limited underwrites insurance and handles claims for you on behalf of the insurers. In providing insurance services, Pen will share your personal data with Aviva. For information on how Aviva use your personal data, please refer to Aviva's Privacy Policy at www.aviva.co.uk/privacypolicy.

Your total peace of mind

We are covered by the Financial Services Compensation Scheme. Depending on the circumstances of your claim **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **we** cannot meet our obligations. See www.fscs.org.uk

Policy Format

Please get in touch by contacting your broker if you need your documents in large font, braille, or as audio.

Telephone calls and Recording

Telephone Calls and Recording Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Things we need to tell you about

Our Agreement with you

This policy is a legal contract between **you** and **us**.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in this insurance or any **endorsements** shown on the **schedule** or amendments in any notice to policyholder issued to **you**, against any loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance**.

Our provision of insurance under **your** policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of the policy.

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any question **we** ask by ensuring that all the information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover **we** would not have otherwise offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been made adversely impacted by **your** carelessness;
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with **our** rights to cancel

We or **your broker** will write to **you** if **we**:

- intend to treat **your** policy as if it never existed; or
- need to amend the terms of **your** policy

If **you** become aware that the information **you** have given **us** is inaccurate, **you** must inform **your broker** as soon as practicable.

Please read **your** policy carefully to ensure it meets **your** needs. If **you** do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete **you** must tell **your broker** immediately.

Our use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

Several Liability Notice

The liability of insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

Data Privacy Notice

Pen Underwriting Limited are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.penunderwriting.co.uk/Privacy-Policy>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

Definitions

Applicable to the whole of this insurance

Where the following words appear in bold in this insurance contract, they will have the meanings shown below.

Accidental Damage	Sudden, unexpected and visible damage which is not inevitable and has not been caused on purpose.
Bodily Injury	Includes death or disease.
Broker	The intermediary who arranged this insurance on your behalf.
Buildings	<p>The home and its decorations including:</p> <ul style="list-style-type: none">• Fixtures and fittings attached to the home,• Tennis courts, swimming pools, drives, paths, patios and terraces, walls, gates and fences and fixed fuel tanks,• Solar panels permanently attached to the main private dwelling <p>which you own or for which you are legally responsible within the premises</p>
Contents	<p>Household goods, within the home, which are your property or which you are legally responsible as a Landlord for.</p> <p>Contents includes:</p> <ul style="list-style-type: none">• Radio and television aerials, satellite dishes, their fittings and masts which are attached to the home,• Contents that are within the premises shown in the schedule but not contained within the home or outbuildings or garages at the time of loss or damage up to £500 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home),• Domestic oil in fixed fuel tanks up to £750,• Carpets but not permanently fitted flooring,• Contents in outbuildings and garages up to £1,000 in all, unless otherwise stated in the schedule• Gardening machinery kept in outbuildings and garages up to £750 in all <p>Contents does not include:</p> <ul style="list-style-type: none">• Motor vehicles, caravans, aircraft, trains, boats, hovercraft, wet-bikes, trailers and parts or their accessories,• Any living creature,• Any part of the buildings,• Any property held or used for business purposes,• Any property insured under any other insurance,• Property of tenants or their visitors,• Clothing and Luggage, Sports, musical, camping and photographic equipment, pedal cycles• Item of gold, silver or other precious metals, Jewellery and furs,• Collections (paintings, works of art, stamps etc.),• Money and credit cards,• Documents or deeds.

Definitions (continued)

Applicable to the whole of this insurance (continued)

Domestic Employee(s)	Any person who carries out paid domestic duties for you within your home and/or it's gardens, other than in connection with your business
Endorsement	A change in the terms and conditions of this insurance.
Excess	The amount stated in this booklet or in the schedule and payable by you in the event of a claim.
Heave	Upward and/or lateral movement of the site on which your buildings stand caused by swelling of the ground.
Home	The private dwelling and the garages and outbuildings used for domestic purposes at the premises , which you are legally responsible for.
Landslip	Downward movement of sloping ground.
Outbuildings	<p>Garden sheds, summer houses, greenhouses or other similar structures on a permanent foundation and used for domestic purposes, up to a maximum of £10,000 any one outbuilding, unless specifically stated otherwise in the policy schedule.</p> <p>Unless otherwise agreed, outbuildings do not include:</p> <ul style="list-style-type: none">• Tree houses• Inflatable buildings; or• Any structure which is made of canvas, PVC or any other non-rigid material.
Period of Insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Premises	The address shown in the schedule
Sanitary Ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The schedule is part of this insurance and contains details of you , the premises , the sums insured, the period of insurance and the sections of this insurance which apply.
Settlement	Downward movement as a result of soil being compressed by the weight of the buildings within ten years of construction
Standard Construction	The buildings which are constructed of brick, stone or concrete and roofed with slates, tiles, metal or concrete.

Definitions (continued)

Applicable to the whole of this insurance (continued)

Subsidence	Downward movement of the site on which your buildings stand by a cause other than the weight of the buildings themselves.
Tenant(s)	An occupier (whose tenancy type you have disclosed to us and is shown in the schedule) of the home who rents the property for residential purposes.
United Kingdom	The ' United Kingdom ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.
Unfurnished	Where the main buildings are not furnished enough to live in
Unoccupied	Where the buildings have not been lived in for more than 30 consecutive days during the period of insurance .
We/Us/Our	Aviva Insurance Limited.
You/Your/Insured	The person or persons named in the schedule and all members of your family who permanently live in the home

Our Service Commitment to You

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service. If **you** have any questions or concerns about **your** insurance or the handling of a claim, **you** should contact:

Policy Enquiries	Claims Enquiries
<u>Advance Insurance</u> 2 K D Plaza Cotterells Hemel Hempstead HP1 1NY Tel: 01442 256 783 Email: mail@advanceschemes.com	<u>The Claims Team</u> Davies Group PO BOX 1291 Preston PR2 0QJ Tel: 0330 102 6062 Email: claims@davies-group.com

If **you** are not satisfied and wish to make a complaint, then **you** may contact:

Complaints Officer
55 Blythswood Street
Glasgow
G2 7AT

Tel: 0141 285 3539
Email: pencomplaints@penunderwriting.com

Details of Pen Underwritings complaints procedures are available at:
<http://www.penunderwriting.co.uk/Pages/complaints.aspx>

If **you** remain dissatisfied, **you** may refer the matter to the Financial Ombudsman Service (FOS) within six months of the date of our final response to you, they can be contacted at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 023 4567 (for landline users, mobile users may be charged)
0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)
Email: complaint.info@financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find out more information at: www.financial-ombudsman.org.uk

Cancelling this Policy

Your Statutory Rights

You have a statutory right to cancel **your** policy within 14 days of either:

- the day **you** receive the policy or renewal documentation, or
- the day **you** purchase or renew this policy,

whichever is the latter.

If **you** wish to cancel and **your** cover hasn't started **we** will refund your premium in full.

If **you** don't exercise **your** right to cancel, **your** policy will continue, and **you** will be required to pay the premium.

If **you** cancel after the start of the **period of insurance** a refund of premium will be calculated from receipt of this notice on a pro-rata basis providing no incidents have occurred which give rise to a claim.

Your Right to Cancel this Policy

If **you** wish to cancel **your** policy after 14 days **you** can do so at any time by contacting **your Broker**.

On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis providing no incidents have occurred which give rise to a claim. On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which **you** have paid and therefore no refund will be due.

Our right to cancel this Policy

We can cancel **your** policy by giving **you** 30 days written notice at **your** last known address. **We** will only cancel this policy or any part of it for a valid reason, such as:

- Failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- The use of foul or offensive language;
- Nuisance or disruptive behaviour
- Non-payment of premium;
- **We** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **our** staff, contractors or property);
- There is a change in risk occurring which **we** are unable to insure;
- **We** establish that **you** have provided **us** with incorrect information;
- **You** breach any terms and conditions of **your** policy.

Please also see the Fraud conditions and the Change in Circumstances conditions in the General Conditions section of this policy.

Where possible, **we** will try to seek an opportunity to resolve the matter with **you**.

If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance** based on a proportional daily rate depending on how long this insurance has been in force.

Important Notice

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance**, no refund for the unexpired portion of the premium will be given.

This will not affect **your** right to make a claim for any event that happened before the cancellation date.

Please note that upon cancellation of this policy **your Broker** may impose a charge. Please contact **your Broker** for further information.

Claims Procedure

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

How to make a claim

When an accident happens, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity or water.

If **you** need to make a claim under this policy, please contact **us** straight away to log your claim using one of the following methods:

New Claims
The Affinity Claims Team PO BOX 1291 Preston PR2 0QJ Tel: 03301 026796 Email: newclaims.penunderwriting@davies-group.com Online: www.penhouseholdclaims.co.uk

(Please note that claims are administered on our behalf by Davies Group)

To help **us** deal with **your** claim quickly **we** may require **you** to provide **us** with assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and **your** home and mobile telephone numbers
- Policy/Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on policy liability and claim value.

When **you** call **us**, **we** may:

- Ask **you** to get estimates for building repairs or replacement items; or
- Arrange for the damage to be inspected by one of **our** claims advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- Arrange for the repair or a replacement as quickly as possible; or
- For some claims **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

Claims Procedure (continued)

For **Buildings** claims, **we** have a network of authorised repairers ready to put things right. If **we** appoint an authorised repairer:

- They will make **your home** safe for **you**,
- If further work is required, they will arrange a convenient time to complete the work,
- **You** will not need to obtain estimates,
- **You** can be assured of the standard of the work.

For **Contents** claims, if an authorised repairer or supplier is used:

- **we** will arrange for someone to repair or replace the lost or damaged items,
- **you** can be assured of the standard of work

Payments

Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due.

Where a claim has been notified during the current **period of insurance**, **you** must continue with the monthly payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so, a claim may be rejected or payment could be reduced.

Claims Terms and Conditions

Applicable to the whole of this insurance

These are the claims terms and conditions which **you** and **your family** will need to keep to as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

- **You** must notify **your broker** as soon as possible giving full details of what has happened.
- **You** must provide **us** with details of what has happened within 30 days of discovering the loss or damage.
- If **you** or **your family** are the victim of malicious damage, vandalism, theft or attempted theft or accidental loss **you** must tell the police immediately and obtain the police reference number. Tell **us** as soon as **you** can.
- If **you** or **your family** are the victim of riot **you** must tell us as soon as you reasonably can and give us all information and help we need.
- For all other claims **you** must notify **us** as soon as possible, giving full details of what has happened.
- If a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive must be forwarded to **us** unanswered as soon as **you** reasonably can.
- **You** must not admit liability, or offer or agree to settle any claim without our written permission.
- **You** must take care to limit any loss, damage or liability.

How we deal with your claim

We may request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property;
- Dates and location of when/where damaged items were purchased; and/or
- For damaged property, confirmation by a suitable qualified expert that the item **you** are claiming for is beyond repair.

We may need to get into a building that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

Claims Terms and Conditions (continued)

How we deal with your claim (continued)

We have the right, if **we** choose, in **your** name but at **our** expenses to:

- Take over the defence or settlement of any claim;
- Start legal action to get compensation from anyone else;
- Start legal action to get back from anyone else any payments that have already been made.

You must provide **us** with any information and assistance as **we** may require about any claim. **You** must help **us** to take legal action against anyone or help defend any legal action if **we** ask **you** to.

Other Insurance

If, at the time of any loss, damage or liability covered under this insurance, there is any other policy on force, insuring the same loss, damage or liability covered by this policy; **we** shall only be liable for **our** proportional share.

General Conditions

Applicable to the whole of this insurance

These are the conditions of the insurance **you** and **your family** will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid or **we** may declare **your** policy void.

Each **home** included under this insurance is considered to be covered as if separately insured.

It is a condition of this insurance that:

- i. The **home** is inspected internally by **you** or **your** representative at least every 180 days with records kept of each visit.
- ii. The **buildings** are maintained and not neglected.
- iii. **You** must comply with all regulations/statutory conditions regarding the letting of the **premises** including, but not limited to:-
 - The number of persons legally allowed to reside at the **premises**,
 - Compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended),
 - Having the minimum legal number of smoke detectors/fire extinguishers/fire blankets installed at the **premises**.
- iv. All gas appliances fitted at the **premises** must be serviced by an individual registered with the Gas Safe Register on an annual basis. A valid Landlord Gas Safety (also known as a CP12 certificate) must be in place at all times when the **premises** are let to **tenant(s)** and records kept for a minimum of 2 years. **We** will request sight of these if **you** wish to make a claim.
- v. Where the **home** is not let to **your family** a short-hold tenancy agreement of six months or more must be in force at all times along with suitable references.
- vi. **You** must retain utility bills relating to the **home** as **we** may request sight of these following a claim for loss or damage caused by escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes.
- vii. Where the **home** is let to Students, Benefit Assisted, Asylum Seekers or Unemployed:
 - a. No cooking is to be allowed in bedrooms, other than tea and coffee making facilities; and
 - b. No portable heaters are to be used in bedrooms, other than electric powered fan or convector heaters

General Conditions (continued)

Take Care

You must take care to provide complete and accurate answers to the questions **we** ask when **you** take out, amend, and renew **your** policy.

You must take care to avoid any accident and to prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in a good state of repair.

You must always make sure that the **sums insured** shown in **your schedule** are adequate.

- i. **Buildings** should be insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors', consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

Please note that the rebuilding cost of **your home** may be different from its market value.

- ii. **Contents** should be insured for the full cost of replacement as new.

Changes in Circumstances

Using the address on the front of **your schedule** **you** must tell **us** within 14 days as soon as **you** know about any of the following changes:

- The type of **tenant(s)**, as last disclosed to **us** and shown in the **schedule**;
- The **home** becomes **unoccupied** or **unfurnished**;
- The **home** becomes **your** permanent residence;
- The **home** becomes illegally occupied;
- **Your home** is going to be used for short periods each week or as a holiday home;
- Work is to be done on **your home** which is not routine repair, maintenance or decoration, for example any structural alteration or extension to **your home**;
- **You** or any member of **your family** receives a conviction for any offence except for driving;
- Any increase in the value of **your contents** or the rebuilding cost of **your buildings**;
- Any part of **your home** is going to be used by **you** or **your tenant(s)** for any trade, professional or business purposes:
There is no need to tell **us** about trade, professional or business use if:
 - i. The trade, professional or business use is only clerical; and
 - ii. There are no staff employed to work from the **home**; and
 - iii. There are no visitors to the **home** in connection with the trade, profession or business; and
 - iv. There is no business money or stock in the **home**.

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within this policy.

General Conditions (continued)

Changes in Circumstances (continued)

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

Heating Clause

It is a condition of this insurance, that in the event of:-

- a. The **home** being permanently vacated by the **tenant(s)**, or
- b. **Your tenant(s)** (if students) have left the **home** for more than 24 hours outside their relevant semester period, or

during the period 1st November to 31st March each year that **you** comply with one of the following:-

- i. The electricity supply has been switched off and the main switch or consumer unit and the Water Supply is switched off at the mains stop cock and the entire water system and central heating system be drained of all water; or
- ii. where the entire **home** has the benefit of a central heating system as defined below it is set to operate continuously for 24 hours of each day (not overridden by any timing device or reliant on any activation from outside of the **home** to maintain the required temperature) and the thermostat set at not less than 10 degrees Celsius/50 degrees Fahrenheit.

Central Heating System is defined as:-

A single boiler powered by either gas, oil or electricity including ground or air source heat pump systems with water filled radiators or water filled underfloor heating, a single central programmer (set to continuous operation) that is controlled by a thermostat or thermostats located within the **Home** Individual electric heating units or fans and/or storage type heaters, or any other heating system that does not incorporate all of the features described above are NOT acceptable.

If **you** fail to comply with any of the above conditions, this insurance will not cover loss or damage caused by escape of water from and frost damage to fixed water tanks, apparatus or pipes.

If any claim is made then **we** reserve the right to request from **you** any bills for any utilities being supplied to the **home** for verification by **us**.

General Conditions (continued)

Transfer of Interest

You cannot transfer **your** interest in the policy without **our** written permission.

Fraud

You must not act in a fraudulent manner, if **you** or anyone acting for **you**:

- Make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by your wilful act or with your connivance

Then:

- **we** shall not pay the claim;
- **we** shall not pay any other claim which has been or will be made under the policy;
- **we** may declare the policy void;
- **we** shall be entitled to recover from **you** the amount of any claim paid under the policy since the last renewal date;
- **we** shall not make any return premiums;
- **we** may inform the Police of the circumstances.

Payments

- a. Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due.
- b. Where a claim has been notified during the current **period of insurance**, **you** must continue with the monthly payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so, **we** may deduct any outstanding amount from any claims settlement.

General Exclusions

Applicable to the whole of this insurance

1. Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

- a. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b. Any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by or arising from:

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. War Exclusion

We will not pay for any consequence whatsoever which is the direct, or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

3. Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- Occurring outside of the **period of insurance**;
- Caused deliberately by **you** or any person lawfully in the **home**.

Unless expressly included in this insurance.

4. Pollution or Contamination Exclusion

We will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- When caused by oil or water escaping from a fixed oil or fixed water installation, or
- When caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **home**, and
- Reported to **us** not later than 30 days from the end of the **period of insurance**,

In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

5. Contract (Rights of Third Parties) Act 1999 Clarification Clause

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

General Exclusions (continued)

Applicable to the whole of this insurance (continued)

6. Electronic Data Exclusion

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by or arising from:

- Computer viruses, erasure or corruption of electronic data,
- The failure of any equipment to correctly recognise the change of date.

For the purpose of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

7. Terrorism Exclusion

We will not pay for any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism means:

- The use of threat of force and/or violence and/or
- Actual or threatened harm or damage to life or to property caused or occasioned by any person or group of persons in whole or in part 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 or is claimed to be caused or occasioned in whole or in part for such purposes.

General Exclusions (continued)

Applicable to the whole of this insurance (continued)

8. Confiscation Exclusion

We will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

9. Loss of Value

We will not pay for any reduction in market value of any property following its repair or reinstatement.

10. Indirect Loss or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

11. Wear and Tear Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

12. Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance** **we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

13. Defective Design or Construction Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

14. Tenant(s) Deposit

We will not pay for any loss or damage that could be paid for by monies recoverable by **you** from **your tenant(s)** deposit.

Section One – Buildings

The following cover applies only if the **schedule** shows that **buildings** are included:

What is covered:	What is not covered:
Loss or damage to your buildings during the period of insurance caused by the following insured events:	Any cause already excluded within the General Exclusions. The excess shown in your schedule
1. Fire, smoke, lightning, explosion or earthquake.	
2. Aircraft and other flying devices or items dropped from them.	
3. Storm, flood or weight of snow.	<ul style="list-style-type: none"> Loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section One Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools or covers, fences, gates and hedges, Damage caused by a rise in the water table (the level below which the ground is completely saturated with water) Loss or damage caused by weight of snow to garages and outbuildings which are not fully enclosed or have a plastic or glass roof or are not of standard construction.
4. Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes.	<ul style="list-style-type: none"> Loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section One, Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools or covers, Loss or damage caused by failure of or lack of sealant and/or grout.
5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	
6. Theft or attempted theft.	<ul style="list-style-type: none"> Loss or damage other than as a result of violent and forcible entry to or exit from the home More than £2,500 where the loss or damage is caused by your tenant(s)
7. Collision or impact by any vehicle or animal.	<ul style="list-style-type: none"> Loss or damage caused by insects, birds, vermin or domestic pets
8. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.	

Section One – Buildings (continued)

The following cover applies only if the **schedule** shows that **buildings** are included:

What is covered:	What is not covered:
Loss or damage to your buildings during the period of insurance caused by the following insured events:	Any cause already excluded within the General Exclusions.
9. Subsidence , or heave of the site upon which the buildings stand or landslip	<p>The excess shown in your schedule</p> <ul style="list-style-type: none"> • Loss or damage to domestic fixed fuel-oil tanks, swimming pools or covers, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same cause, • Loss or damage to solid floors, unless the walls of the home are damaged at the same time by the same cause, • Loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law, • Loss or damage caused by river or coastal erosion, • Loss or damage caused by structures bedding down or settlement of newly made up ground, shrinkage or expansion, • Loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions.
10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.	
11. Falling trees, branches, telegraph poles or lamp-posts.	<ul style="list-style-type: none"> • Loss or damage caused by trees being cut down or cut back within the premises, • Loss or damage to gates, hedges and fences.

Section One – Buildings (continued)

The following cover applies only if the **schedule** shows that **buildings** are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions. The excess shown in your schedule
a. The cost of accidental damage to: <ul style="list-style-type: none"> a. Fixed glass and double glazing (including the cost of replacing frames), b. Solar panels, c. Sanitary ware, d. Ceramic hobs, all forming part of the buildings .	<ul style="list-style-type: none"> • Accidental damage while the home is unoccupied or unfurnished
b. The cost of Accidental Damage to: <ul style="list-style-type: none"> a. Domestic oil pipes, b. Underground water supply pipes, c. Underground sewers, drains and septic tanks, d. Underground gas pipes, e. Underground cables, serving the home and which you are legally responsible for.	
c. The loss of rent and costs of alternative accommodation because of any loss or damage covered under Section One, we will pay you for one of the following expenses or losses we have agreed to: <ul style="list-style-type: none"> • The cost of alternative accommodation • An amount equal to the rent payable to you We will only pay under this Section for the period your home is unfit to live in	<ul style="list-style-type: none"> • Any amount over 25% of the sum insured for the buildings
d. Expenses you have to pay and which we have agreed in writing for: <ul style="list-style-type: none"> • Architects, surveyors', consulting engineers and legal fees, • The cost of removing debris and making safe the building, • Costs you have to pay in order to comply with any Government or local authority requirements, Following loss or damage to the buildings under Section One	<ul style="list-style-type: none"> • Any expense for preparing a claim or an estimate for loss or damage, • Any costs if Government or local authority requirements have been served on you before the loss or damage.

Section One – Buildings (continued)

The following cover applies only if the **schedule** shows that **buildings** are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions. The excess shown in your schedule
e. Increased metered water charges you have to pay following an escape of water which gives rise to an admitted claim under event 4 of Section One	<ul style="list-style-type: none"> More than £5,000 in any period of insurance. If you claim for such loss under Section One and Section Two, we will not pay more than £5,000 in total.
f. Anyone buying the home who will have the benefit of Section One cover until the sale is completed or the insurance ends, whichever is sooner.	<ul style="list-style-type: none"> Loss or damage if the buildings are insured under any other insurance.
g. The cost of replacing and fitting the locks or lock mechanism of external doors and windows of the home if the keys are lost or stolen anywhere in the world.	<ul style="list-style-type: none"> More than £500 in any period of insurance. If you claim under Section One and Section Two, we will not pay more than £500 in total. (the excess shown in your schedule does not apply)
h. If your buildings are damaged by water or oil escaping from any fixed tanks, apparatus, pipes or any fixed heating installation in your home , we will pay the cost of removing and replacing any other parts of your buildings necessary to find and repair the source of the leak and making good.	<ul style="list-style-type: none"> More than £10,000 any one event.
i. Damage to the buildings caused by forced access to deal with medical emergency or to prevent damage to the home .	<ul style="list-style-type: none"> More than £25,000 in any period of insurance. If you claim for such loss under Section One and Section Two, we will not pay more than £25,000 in total.
j. The costs of re-instating the gardens to their original condition following damage caused by the Emergency Services at the home following a loss covered under Section One	<ul style="list-style-type: none"> More than £1,000 during the period of insurance
k. The costs of refilling fire extinguishers, replacing sprinkler heads and refilling sprinkler tanks which have been incurred by you and which we have agreed in writing, following loss or damage covered under Section One	<ul style="list-style-type: none"> More than £2,500 during the period of insurance
l. The costs of metered electricity, gas or water, for which you are legally responsible, arising from its unauthorised use by persons occupying the home without your consent	<ul style="list-style-type: none"> More than £5,000 during the period of insurance Costs incurred where you have failed to take steps to terminate such services immediately after becoming aware of such unauthorised use

Section One – Buildings (continued)

The following cover applies only if the **schedule** shows that **buildings** are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	<ul style="list-style-type: none"> The excess shown in your schedule
m. The costs of clearing and removing any property illegally deposited at the premises which have been incurred by you and which we have agreed in writing	<ul style="list-style-type: none"> More than £750 during the period of insurance
n. The costs of removing bees, wasps and hornets nests from the premises which have been incurred by you and which we have agreed in writing	<ul style="list-style-type: none"> More than £750 during the period of insurance
o. The costs of reinstating the buildings back to their original condition if your tenant(s) alters the structure of the buildings without your consent, which have been incurred by you and which we have agreed in writing	<ul style="list-style-type: none"> More than £5,000 during the period of insurance

The following cover applies only if the **schedule** shows that **accidental damage** to the **buildings** is included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
This extension covers accidental damage to the buildings .	<ul style="list-style-type: none"> Damage or any proportion of damage which we specifically exclude elsewhere under Section One, The buildings moving, settling, shrinking, collapsing or cracking, Damage while the home is being altered, repaired, professionally cleaned, maintained or extended, The cost of general maintenance, Damage from mechanical or electrical faults or breakdown, Damage caused by dryness, dampness, extreme of temperature or exposure to light, Damage to swimming pools or covers, gates and fences and fuel tanks, Damage caused by domestic pets, Depreciation in value. Accidental damage while the home is unoccupied or unfurnished

Section One – Buildings (continued)

Conditions that apply to Section One – Buildings only

How we deal with your claim

1. We will pay for the cost of work carried out in reinstating or replacing the damaged parts of **your buildings** and agreed fees and related costs. The amount **we** will pay where reinstatement is carried out will not exceed the lesser of:
 - The cost of the work had it been completed by our nominated contractor; or
 - The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors.

If the reinstatement or replacement is not carried out, **we** will pay the lesser of:

- The decrease in market value of **your buildings** due to the damage;
 - The cost of the work had it been completed by **our** nominated contractor if the repair work had been carried out without delay;
 - The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors if the repair work had been carried out without delay.
2. Where an **excess** applies, this will be taken off the amount of **your** claim.
 3. If **your buildings** have not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all **your buildings** in the same way, size, style and appearance as when they were new, including fees and related costs, **we** will pay the cost of reinstating or replacing the damaged parts of **your buildings** and **we** will, where appropriate, take off an amount for wear and tear.
 4. The most **we** will pay for any one claim, including fees and related costs, is the amount it will cost **us** to reinstate the damage to **your buildings** in the same way, size, style and appearance as when they were new, but not more than the sum insured or any limits shown on **your schedule**.
 5. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or specific part.

All **building** repairs carried out by **our** preferred suppliers and insured under the Buildings section of this policy are guaranteed for 12 months in respect of quality of workmanship.

No allowance will be made for VAT when a cash settlement is made.

Your sum insured

Your buildings should be insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors, consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

We will not pay more than the sum insured for each **premises** shown in the **schedule**.

Section One – Buildings (continued)

Conditions that apply to Section One – Buildings only (continued)

Proportionate remedy

If the cost of rebuilding the **buildings** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what your premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 75% of the claim made by **you**.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your buildings**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

We will not charge any extra premium for maintaining the sum insured.

Inflation Protection

The sum insured shown on **your schedule** will be adjusted in line with a recognised index. Please note that if **we** selected **your** sum insured for **you**, the sum insured shown on **your schedule** will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the index moves down unless **you** ask **us** to.

Section Two – Contents

The following cover applies only if the **schedule** shows that **contents** are included:

What is covered:	What is not covered:
Loss or damage to your contents during the period of insurance caused by the following insured events:	Any cause already excluded within the General Exclusions. The excess shown in your schedule
1. Fire, smoke, lightning, explosion or earthquake.	
2. Aircraft and other flying devices or items dropped from them.	
3. Storm, flood or weight of snow	<ul style="list-style-type: none"> • Damage caused by a rise in the water table (the level below which the ground is completely saturated with water), • Contents that are located within the premises shown in the schedule but not contained within the home or outbuildings at the time of loss or damage.
4. Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes	<ul style="list-style-type: none"> • Loss or damage to the installation itself, • Loss or damage caused by failure of or lack of sealant and/or grout.
5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	<ul style="list-style-type: none"> • Loss or damage to the installation itself.
6. Theft or attempted theft	<ul style="list-style-type: none"> • Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason. • Any amount exceeding £1,000 for contents in any garage or outbuilding unless specified in the schedule.
7. Collision or impact by any vehicle or animal	<ul style="list-style-type: none"> • Loss or damage caused by insects, birds, vermin or domestic pets.
8. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts	
9. Subsidence , or Heave of the site upon which the Buildings stand or Landslip	<ul style="list-style-type: none"> • Loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions, • Loss or damage caused by river or coastal erosion, • Loss or damage to solid floors, unless the walls of the home are damaged at the same time by the same event, • Loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law.

Section Two – Contents (continued)

The following cover applies only if the **schedule** shows that **contents** are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions. The excess shown in your schedule
10. Falling trees, branches, telegraph poles or lamp-posts	<ul style="list-style-type: none"> Loss or damage caused by trees being cut down or cut back, within the boundary of the buildings.
What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions. The excess shown in your schedule
a. Costs you have to pay for replacing locks to alarms and outside doors in the home following theft or loss of your keys anywhere in the world	<ul style="list-style-type: none"> More than £500 in any period of insurance. If you claim under Section One and Section Two, we will not pay more than £500 in total. (the excess shown in your schedule does not apply)
b. Accidental damage to: mirrors, glass or ceramic tops to furniture and fixed glass in furniture	<ul style="list-style-type: none"> Accidental damage while the home is unoccupied or unfurnished
c. Damage to the contents caused by forced access to deal with a medical emergency	<ul style="list-style-type: none"> More than £25,000 in any period of insurance. If you claim for such loss under Section One and Section Two, we will not pay more than £25,000 in total.
d. The loss of rent and costs of alternative accommodation because of any loss or damage covered under Section Two, we will pay you for one of the following expenses of losses we have agreed to: <ul style="list-style-type: none"> The cost of alternative accommodation An amount equal to the rent payable to you 	<ul style="list-style-type: none"> Any amount over 25% of the sum insured for the contents of the buildings damaged or destroyed
e. Loss or damage to contents whilst temporarily removed from the home , but within the United Kingdom , for cleaning, renovation, repair or similar purposes	<ul style="list-style-type: none"> More than 10% of the sum insured for the contents
f. Increased metered water or oil charges you have to pay following an escape of water which gives rise to an admitted claim under event 4 of Section One	<ul style="list-style-type: none"> More than £5,000 in any period of insurance. If you claim for such loss under Section One and Section Two, we will not pay more than £5,000 in total.

Section Two – Contents (continued)

Accidental Damage to the Contents

The following cover applies only if the **schedule** shows that **accidental damage** to the **contents** is included.

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions. The excess shown in your schedule
This extension covers accidental damage to the contents of the home .	<ul style="list-style-type: none">• Damage or any proportion of damage which we specifically exclude elsewhere under Section Two,• More than £1,000 in total for porcelain, china, glass and other brittle articles,• Damage or deterioration of any article caused by dyeing, professional cleaning, repair, renovation or whilst being worked upon• Damage caused by domestic pets.• Accidental damage while the home is unoccupied or unfurnished

Section Two – Contents (continued)

Conditions that apply to Section Two – Contents only

How we deal with your claim

If **you** claim for loss or damage to the **contents**, **we** will repair, replace or pay for any article covered under Section Two **contents**.

1. Where the damage can be economically repaired **we** will pay the cost of repair;
2. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality;
3. Where **we** are unable economically to repair or replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value;
4. Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.
5. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or specific part.

Your sum insured

Your contents must be insured for the full cost of replacement as new.

We will not pay any more than the sum insured for the **contents** of each premises shown in the **schedule**.

Proportionate Remedy

If the cost of replacing or repairing the **contents** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your contents** is equal to 75% of what **your** premium would have been if **your contents** sum insured was enough to replace the entire **contents** of **your home** as new, then **we** will pay up to 75% of any claim made by **you**.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your contents**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

We will not charge any extra premium for maintaining the sum insured.

Section Two – Contents (continued)

Conditions that apply to Section Two – Contents only

Inflation Protection

The sum insured shown on **your schedule** will be adjusted in line with a recognised index. Please note that if **we** selected **your** sum insured for **you**, the sum insured shown on **your schedule** will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the index moves down unless **you** ask us to.

Section Three – Accidents to Domestic Employee(s)

The following cover applies only if the **schedule** shows that **contents** are included:

What is covered:	What is not covered:
<p>We will pay all amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for accidental bodily injury to domestic employees happening during the period of insurance in connection with incidents arising at the home.</p> <p>We will pay up to £5,000,000 for any one claim or series of claims arising out of any one incident, including the costs and expenses we have agreed in writing</p>	<p>Any cause already excluded within the General Exclusions.</p> <p>Bodily injury arising directly or indirectly:</p> <ol style="list-style-type: none"> From any communicable disease or condition, From the ownership or occupation of any land or buildings other than the home, Where you are entitled to cover from another source, From any trade or business activity, From you owning or using any: <ol style="list-style-type: none"> Power-operated lift, Mechanically-propelled vehicle or horse-drawn vehicle (other than domestic garden equipment not licensed for road use), Aircraft (including but not limited to model aircraft, gliders, hang-gliders, microlights and drones), hovercraft or watercraft (other than rowing boards or canoes), Caravan or trailer, Animals other than your pets, Dangerous dogs specified under Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991 From firearms (except shotguns used for sporting purposes), The direct or indirect consequences of assault or alleged assault Any deliberate, wilful or malicious act.

Important Notice

Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Section Four – Legal Liability to the Public

- If **buildings** only or **contents** only are insured, **your** legal liability under part i. and ii. below are covered
- If **contents** only are insured, **your** legal liability under part ii. below is covered

We will indemnify you:	We will not indemnify you for any liability:
<p>i. Legal liability as property owner We will pay all amounts which you become legally liable to pay as owner of the buildings and land belonging to it for accidents happening in and around your home during the period of insurance which result in:</p> <ul style="list-style-type: none"> • Bodily injury • Damage to property <p>ii. Legal liability as occupier or landlord We will pay all amounts which you become legally liable to pay as if you are or had been occupier of the buildings and land belonging to it for accidents happening in and around your home during the period of insurance which result in:</p> <ul style="list-style-type: none"> • Bodily injury • Damage to property <p>If you die, we will pay amounts your personal representatives become legally liable to pay for liability under this Section.</p> <p>We will pay up to £2,000,000 for any one accident or series of accidents arising out of any one event. In addition, we will also pay any costs and expenses we have agreed in writing.</p>	<p>a. From bodily injury to:</p> <ol style="list-style-type: none"> You or your family, Any person who at the time of sustaining such injury is engaged in your services; <p>b. From damage to property owned by or in the charge or control of:</p> <ol style="list-style-type: none"> You Any person engaged in your service; <p>c. As occupier of the home;</p> <p>d. Which you have assumed under an agreement or contract and which would not otherwise have attached;</p> <p>e. From the ownership or occupation of any land or buildings other than the home;</p> <p>f. Where you are entitled to cover from another source;</p> <p>g. In connection with your profession, occupation, business or employment;</p> <p>h. From any communicable disease or condition;</p> <p>i. From you owning or using any:</p> <ol style="list-style-type: none"> Power-operated lift, Mechanically-propelled vehicle or horse drawn vehicle (other than domestic garden equipment not licensed for road use), Aircraft (including but not limited to model aircraft, gliders, hang-gliders, microlights and drones), hovercraft or watercraft (other than rowing boats or canoes), Caravan or trailer, Animals other than Your pets, Dangerous dogs specified under Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991 <p>j. From the direct or indirect consequence of assault or alleged assault</p> <p>k. From any deliberate or wilful or malicious act</p> <p>l. Liability from The Third Party Wall etc. Act 1996</p> <p>m. Where you are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted</p>

Section Four – Legal Liability to the Public (continued)

Defective Premises Act 1972

The following cover applies only if the **Schedule** shows that **Buildings** is included:

What is covered:	What is not covered:
<p>Your liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, as owner of any previous home which you occupied, for accident happening in and around that Home which result in:</p> <ul style="list-style-type: none"> • Bodily injury to any person, or • Loss or damage to property. <p>If you die, we will pay amounts your personal representatives become legally liable to pay for liability under this Section.</p> <p>We will pay up to £2,000,000 for any one accident or series of accidents arising out of any one event. In addition, we will also pay any costs and expenses we have agreed in writing.</p>	<p>Any cause already excluded within the General Exclusions.</p> <ul style="list-style-type: none"> • Liability arising from an incident which happened over 7 years after this insurance ends or your home was sold, whichever is the sooner. • Liability arising from any cause for which you are entitled to cover under another source, or • The cost of correcting any fault or alleged fault, • Liability arising from any home previously owned and occupied by you in which you still hold legal title or have an interest. • Anything owned by or the legal responsibility of your family • Injury , death, disease or illness to any of your family (other than your domestic employees who normally live with you) • Liability arising from any employment, trade, profession or business of any of your family • Liability accepted by any of your family under any agreement, unless the liability would exist without the agreement • Liability arising from The Party Wall etc Act 1996 • Liability where you are entitled to indemnity under any other insurance

Section Four – Legal Liability to the Public (continued)

Important Notice

Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Section Five – Landlords Legal Expenses

Legal Helplines

You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer to act for **You** and **Your** problem is covered under this insurance, the advice line will ask **You** to complete a claim form. If **Your** problem is not covered under this insurance, the advice line may be able to offer **You** assistance under a private funding arrangement.

Simply telephone **0344 770 1044** and quote "**Pen Underwriting – Landlord's Legal Expenses**".

To maintain an accurate record **Your** telephone call may be recorded.

Policy Wording

Terms of Cover

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

In the event of a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a conflict of interest arises. Where it is necessary to start court proceedings or a conflict of interest arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

Claims must be reported to **Us** within 180 days of the **Insured Event** other than in relation to Tenant Eviction, Identity Fraud and Rent Guarantee where claims must be submitted within 45 days of the **Insured Event**. Notification will only be deemed to have been made upon receipt by **Us** of a fully completed claim form accompanied with all requested supporting documentation. Failure to notify the claim within this time will invalidate the insurance.

The insurance covers **Advisers' Costs** and **Rent** up to the **Maximum Amount Payable** where:-

- a. The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits** and
- b. The **Legal Action** takes place in the **Territorial Limits**.

Section Five – Landlords Legal Expenses (continued)

Important Conditions

If **You** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Two of the main conditions to this insurance are that:

Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success, then **We** may decline or discontinue support for **Your** case.

Proportional Costs

An estimate of the **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers' Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

Duty of Disclosure

Consumer

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

Non-Consumer

If this policy covers **Your** business, trade or professional interests, **You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which **You** should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.

Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

Section Five – Landlords Legal Expenses (continued)

Definitions

Adviser	Our panel solicitor, their agents, an independent mediator or other appropriately qualified person, firm or company appointed by Us to act for You .						
Advisers' Costs	Reasonable legal, mediation fees incurred by the Adviser up to the hourly rate shown in Our fee scale ruling at the time the Adviser is instructed and disbursements essential to Your case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against You and paid on the standard basis of assessment.						
Data Protection Legislation	The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the Insured Event						
Deposit	The sum of money collected from the Tenant in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) in respect of a Tenancy Agreement to which it applies and held by You or Your agent as an indemnity for losses incurred by You arising from the Tenant failing to perform his obligations set out in the Tenancy Agreement . A minimum amount equal to one month's Rent must be retained as the Deposit .						
Dilapidations Inventory Disclosure Breach	A full and detailed inventory of Your contents and their condition within the Insured Property which has been signed by the Tenant . Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.						
Guarantor	The individual or organisation assigned to the Tenancy Agreement that has received a Tenant Reference and provided a financial guarantee of the Tenant's performance of his obligations under the Tenancy Agreement .						
Insured Event	The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance. For the purposes of the Maximum Amount Payable , only one Insured Event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.						
Insured Property	The Insured Property shown in the Insurance schedule and declared to Insurers .						
Insurers	AmTrust Europe Limited.						
Legal Action	The pursuit of civil legal cases for damages or injunctions and the defence of criminal prosecutions.						
Maximum Amount Payable	The maximum payable in respect of an Insured Event is stated below: <table> <tr> <td>Tenant Eviction and Rent Arrears Pursuit:</td><td>£50,000 any one claim</td></tr> <tr> <td>Tenant Dilapidations Pursuit:</td><td>£50,000 any one claim</td></tr> <tr> <td>Criminal Prosecution:</td><td>£50,000 any one claim</td></tr> </table>	Tenant Eviction and Rent Arrears Pursuit:	£50,000 any one claim	Tenant Dilapidations Pursuit:	£50,000 any one claim	Criminal Prosecution:	£50,000 any one claim
Tenant Eviction and Rent Arrears Pursuit:	£50,000 any one claim						
Tenant Dilapidations Pursuit:	£50,000 any one claim						
Criminal Prosecution:	£50,000 any one claim						
Period of Insurance	The Period of Insurance declared to and accepted by Us , which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.						
Rent	The monthly amount payable by the Tenant to You as set out in the Tenancy Agreement .						
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a specialist panel solicitor or their agents						

Section Five – Landlords Legal Expenses (continued)

Tenancy Agreement	<p>A Tenancy Agreement between You and the Tenant in relation to the Insured Property which is:-</p> <ol style="list-style-type: none"> an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the Territorial Limits, or a Company Residential Tenancy (Company Let) created after 28th February 1997 where the Tenant is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the Territorial Limits and the Insured Property is let purely for residential purposes of the Tenant's employees and their family, or a written common law residential Tenancy Agreement created after 28th February 1997 between individuals where the Rent is in excess of £100,000 per annum or its equivalent outside of England and Wales but within the Territorial Limits, and which is:- <ol style="list-style-type: none"> Appropriate for the tenancy; and Where relevant, signed and independently witnessed by You, the Tenant(s) and if required as a condition of the Tenant Reference, the Guarantor; and Free from any unreasonably restrictive covenants <p>The Tenancy Agreement must be for a fixed term of no more than 12 months or if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months.</p>
Tenancy Period	The period of the tenancy unless notice to terminate the tenancy was issued by the landlord or Tenant prior to any breach of the terms of the Tenancy Agreement by the Tenant , in which case the Tenancy Period will end at expiry of such notice.
Tenant	The occupier of the Insured Property named in the Tenancy Agreement as the Tenant and who has received a Tenant Reference confirming that he/she can, solely or jointly with another Tenant or other Tenants , afford to cover the cost of the Rent in full.
Tenant Reference	<p>A credit check against the Tenant and any Guarantor obtained from a licensed credit referencing company showing no County Court Judgments in the past three years and no outstanding County Court Judgments, together with copies of two forms of identification, one of which must contain a photograph, and a written employers' reference on company letter headed paper confirming their permanent and current employment and that their gross monthly salary is at least a multiple of 2.5 of the Tenant's Rent. If all of the above are not available or in the case of student Tenants or Tenants receiving any income or housing related government benefit, a full Tenant Reference showing a Pass on the Tenant and Guarantor must be obtained from Our approved Tenant Referencing Company. Details of these companies are available by referring to the Arc Legal website; http://www.arclegal.co.uk/informationcentre/approved-referencing-list.php.</p>
Territorial Limits	The United Kingdom.

Section Five – Landlords Legal Expenses (continued)

We/Us/Our	Arc Legal Assistance Limited who administer claims under this insurance on behalf of the Insurers .
You / Your	The individual or organisation shown in the insurance schedule as the policyholder and defined in the Tenancy Agreement as the 'Landlord' who has paid the premium and been declared to Insurers . If You die Your personal representatives will be covered to pursue cases covered by this insurance on behalf of You that arose prior to Your death.

Section Five – Landlords Legal Expenses (continued)

Cover

Tenant Eviction and Pursuit of Rent Arrears

What is insured

You are covered for **Advisers' Costs** to pursue:-

- a. **Legal Action** against a **Tenant** or **Guarantor** to recover possession of the **Insured Property** where the **Tenant** fails to perform his obligations set out in the **Tenancy Agreement** relating to the rightful occupation of the **Insured Property**
- b. A **Tenant** or **Guarantor** for **Rent** arrears owed on a tenancy relating to the **Insured Property** once possession has been gained

What is not insured:- Claims

- a. Where **You** fail to provide evidence that **You** successfully completed a **Tenant Reference** on the **Tenant** (and **Guarantor** if required) prior to the start of the **Tenancy Agreement** or where the **Tenancy Agreement** started more than 31 days after the **Tenant Reference**
- b. Arising from or connected to **Your** performance of **Your** obligations under the **Tenancy Agreement**
- c. Arising from dilapidations unless the missing or damaged items were contained within a **Dilapidations Inventory**
- d. Falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within the **Territorial Limits**
- e. Relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended) or any equivalent Act outside of England and Wales but within the **Territorial Limits**
- f. Where the eviction of the **Tenant** is dealt with by a notice issued by the Home Office
- g. Where the **Insured Property** is not solely residential
- h. Where the **Tenant** is not aged 18 years or over
- i. Where **You** have allowed the **Tenant** into possession of the **Insured Property** before the **Tenancy Agreement** has been signed by all parties, a **Tenant Reference** has been obtained, the first month's **Rent** and the **Deposit** have been received in cash or cleared funds and the **Dilapidations Inventory** has been signed by the **Tenant**
- j. Where **You** have failed to keep full and up to date rental records or have allowed the **Tenancy Agreement** to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with
- k. If **You** or **Your** agent gave any false or misleading information when **You** applied for the **Tenant Reference**
- l. Where the **Tenant** received a **Tenant Reference** subject to a **Guarantor** and the **Guarantor** was not correctly assigned to the **Tenancy Agreement**
- m. Where **You** are in breach of any rules, regulations or Acts of parliament relating to the **Deposit**
- n. In relation to dilapidations by the **Tenant** to the **Insured Property** or its contents where **You** have a policy of insurance that covers the dilapidations

Section Five – Landlords Legal Expenses (continued)

Cover

- o. Relating to any occupant of the **Insured Property** over the age of 18, other than the **Tenant**
- p. Where **Advisers' Costs** have been incurred as a result of **Your** failure to follow the advice of the **Adviser** or arising from **Your** failure to take any action recommended by **Us** or the **Adviser** to recover possession of the **Insured Property** as promptly as possible

Tenant Dilapidations Pursuit

What is insured

Advisers' Costs to pursue **Your Tenant** for costs incurred in rectifying damage caused by the **Tenant** to the **Insured Property**. Costs will only be pursued once possession of the **Insured Property** has been regained.

What is not insured:- Claims

- a. Where **You** fail to provide evidence that **You** successfully completed a **Tenant Reference** on the **Tenant** (and **Guarantor** if required) prior to the start of the **Tenancy Agreement** or where the **Tenancy Agreement** started more than 31 days after the **Tenant Reference**
- b. Arising from or connected to **Your** performance of **Your** obligations under the **Tenancy Agreement**
- c. Arising from dilapidations unless the missing or damaged items were contained within a **Dilapidations Inventory**
- d. Where the amount in dispute is less than £250 including VAT
- e. Where the **Insured Property** is not solely residential
- f. Where the **Tenant** is not aged 18 years or over
- g. Where **You** or **Your** agent gave any false or misleading information when **You** applied for the **Tenant Reference**
- h. Where the **Tenant** received a **Tenant Reference** subject to a **Guarantor** and the **Guarantor** was not correctly assigned to the **Tenancy Agreement**
- i. Where **You** are in breach of any rules, regulations or Acts of Parliament relating to the **Deposit**
- j. In relation to dilapidations by the **Tenant** to the **Insured Property** or its contents where **You** have a policy of insurance that covers the dilapidations

Section Five – Landlords Legal Expenses (continued)

Cover

Criminal Prosecution

What is insured

You are covered for **Advisers' Costs** to defend Criminal Prosecutions brought against **You** in relation to the **Insured Property** under:

- i. The Gas Safety (Installation and Use) Regulations 1994
- ii. The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993
- iii. The Electrical Equipment (Safety) Regulations 1994

and later amending regulations or their equivalent outside of England and Wales but within the **Territorial Limits**.

You must take all reasonable steps to comply with the Regulations and keep evidence of compliance.

What is not insured:-

Claims arising from something **You** have done, knowing it to be wrongful or ignoring that possibility

General Exclusions

1. There is no cover:-

- a. Where the **Insured Event** occurs within the first 90 days of the **Period of Insurance** where the **Tenancy Agreement** commenced before the **Period of Insurance** unless **You** had continuous previous insurance
- b. Where **Your** act, omission or delay prejudices **Your** or the **Insurers** position in connection with the **Legal Action** or prolongs the length of the claim
- c. Arising from a dispute between **You** and **Your** agent or mortgage lender
- d. Where the **Insured Event** began to occur or had occurred before **You** purchased this insurance
- e. Where **You** should have realised when purchasing or renewing this insurance that a claim under this insurance might occur
- f. Where **You** have breached a condition of this insurance
- g. Where **Advisers' Costs** have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- h. For any claim which is not submitted to **Us** within 180 days of the **Insured Event** occurring other than in relation to sections of cover Tenant Eviction and Pursuit of Rent Arrears where claims must be submitted within 45 days of the **Insured Event**
- i. For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- j. For damages, interest, fines or costs awarded in criminal courts
- k. Where **You** have other legal expenses insurance cover
- l. For claims made by or against Pen Underwriting Insurance Services, the **Insurers**, the **Adviser** or **Us**
- m. For appeals without the prior written consent of **Us**

Section Five – Landlords Legal Expenses (continued)

General Exclusions (continued)

- n. Prior to the issue of court proceedings or unless a conflict of interest arises, for the costs of any legal representative other than those of the **Adviser**
 - o. Where an estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute
 - p. Where **You** commit, or are alleged to have committed, a criminal offence, or **You** are liable to a civil penalty unless this policy expressly covers **You** in the event of such offence or penalty.
- 2. There is no cover for any claim arising from:-**
- a. Works undertaken or to be undertaken by or under the order of any government or public or local authority
 - b. Planning law
 - c. The construction of or structural alteration to buildings
 - d. Defamation or malicious falsehood
 - e. Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation
 - f. Any venture for gain or business project of **Yours** other than in relation to **Your** activities as a Landlord
 - g. A dispute between persons insured under this policy
 - h. An application for Judicial Review
 - i. A novel point of law

3. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (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 which exists or is available other than by virtue of this Act.

Conditions

1. Claims

- a. **You** must report claims as soon as possible within 180 days of the **Insured Event** other than in relation to sections of cover Tenant Eviction and Pursuit of Rent Arrears where claims must be submitted within 45 days of the **Insured Event**, by completing and submitting the claim form with all relevant information.
- b. If **Rent** is overdue the **Tenant** and any **Guarantor** must be contacted within seven days to establish the reason for the default. If the **Rent** is not paid within a further seven days the **Tenant** and any **Guarantor** must be contacted again. If the **Tenant/Guarantor** cannot be contacted, and it is lawful to do so, **You** or **Your** agent must serve notice of a requirement to undertake an inspection in accordance with **Your** rights within the **Tenancy Agreement** and visit the **Insured Property**. **You** should seek legal advice if **You** are unsure that such an inspection is lawful.
- c. **You** and **Your** agent must act promptly to gain vacant possession of the **Insured Property** and recover **Rent** arrears.
- d. In the event of a claim **You** or **Your** agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **Tenant** has vacated the **Insured Property**.

Section Five – Landlords Legal Expenses (continued)

Conditions (continued)

- e. **You** and/or **Your** agent must attend any court hearing in relation to an **Insured Event** if requested to do so by **Us** or the **Adviser**. Failure to attend will result in all cover under this insurance being withdrawn with immediate effect and no further claim payments being made.
- f. **We** may appoint an **Adviser** to conduct an independent mediation to reach settlement of the **Legal Action**. The **Adviser's Costs** for the mediation will be paid for by **Us**. **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.
- g. **We**, on behalf of **Insurers** have the right under subrogation to pursue **Legal Action** against the **Tenant** or any **Guarantor** to recover **Rent** and **Advisers' Costs**.
- h. **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are required and **You** wish to nominate an alternative **Adviser** to act for **You**, **You** may do so. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- i. The **Adviser** will:-
 - i. Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii. Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii. Keep **Us** regularly advised of **Advisers' Costs** incurred.
 - iv. Advise **Us** of any offers to settle and payments in to court. If contrary to **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v. Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi. Attempt recovery of costs from third parties.
- j. In the event of a dispute arising as to **Advisers' Costs**, **We** may require **You** to change **Adviser**.
- k. **Insurers** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- l. **You** shall supply all information requested by the **Adviser** and **Us**.
- m. **You** are liable for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.
- n. Any monies recovered from the **Tenant** or **Guarantor** will be retained by **Us** to pay for any **Advisers' Costs** or **Rent** that has been paid by **Insurers** under this insurance.

2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a. Being able to recover the amount of money at stake
- b. Being able to enforce a judgement
- c. Being able to achieve an outcome which best serves **Your** interests

Section Five – Landlords Legal Expenses (continued)

Conditions (continued)

3. Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

4. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

5. Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- a. Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b. Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c. Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d. Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known

6. Fraud

In the event of fraud, **We**:

- a. Will not be liable to pay the fraudulent claim
- b. May recover any sums paid to **You** in respect of the fraudulent claim
- c. May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d. Will no longer be liable to **You** in any regard after the fraudulent act.

7. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

Section Five – Landlords Legal Expenses (continued)

Conditions (continued)

8. Cancellation

You may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance.

We may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made. This right to cancel will only be invoked in exceptional circumstances as a result of **You** behaving inappropriately, for example:

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

9. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

10. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

Customer Services Information

How to Make a Claim

Claims must be notified to the Claims Line within 180 days of the **Insured Event** other than in relation to sections of cover Tenant Eviction and Pursuit of Rent Arrears where claims must be submitted within 45 days of the **Insured Event**. Failure to notify the claim within this time will invalidate the insurance cover.

This insurance only covers legal fees incurred by **Our** panel solicitor or their agents appointed by **Us** until court proceedings are issued. If court proceedings are issued or a conflict of interest arises, **You** may nominate another solicitor to act for **You**.

You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, **You** should contact the legal advice line for assistance.

Section Five – Landlords Legal Expenses (continued)

Claims Line

You should telephone 0344 770 1044 and quote “**Pen Underwriting – Landlord’s Legal Expenses**”.

A claim form will be sent out by e-mail, fax or post within 24-hours. The claim form is required to be completed and returned along with supporting documentation within five days of it being received. To maintain an accurate record, **Your** telephone call may be recorded.

Claim forms can also be obtained from:-

<https://claims.arclegal.co.uk>

What happens next:

The claim will be assessed and if accepted and deemed appropriate, an Enquiry Agent will visit the **Tenant** and any **Guarantor**. If the Enquiry Agent is unable to reach an agreement with the **Tenant/Guarantor** to remedy his failure to perform his obligations under the **Tenancy Agreement**, **Our** panel solicitors or their agents will be appointed to act for **You**.

You or **Your** agent must give all information requested by **Us** or the **Adviser** within five days of receiving the request for that information.

You or **Your** agent must attend any court hearing if requested by the **Adviser**. This claims procedure should be read in conjunction with the main terms and conditions of the insurance.

Privacy and Data Protection Notice

1. Data Protection

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

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

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

3. Sensitive Personal Data

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

Section Five – Landlords Legal Expenses (continued)

4. Disclosure of Your Personal Data

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

5. Your Rights

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

6. Retention

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

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

Customer Service

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly. If **You** are unhappy with the service that has been provided **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if **You** are not satisfied with the delay **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree. For details and eligibility on the Financial Ombudsman Service, see <http://www.financial-ombudsman.org.uk/>

Our contact details are:

Arc Legal Assistance Ltd

PO Box 8921

Colchester

CO4 5YD

Tel: 01206 615000

Email: customerservice@arclegal.co.uk

Section Five – Landlords Legal Expenses (continued)

The Financial Ombudsman Service contact details are:
Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk

Compensation

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

Authorisation

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

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