

Residential Property Owner



AmTrust Europe
An AmTrust Financial Company

Introduction

Thank you for choosing AmTrust Europe Limited for **your** Landlord Insurance.

This policy wording, the **schedule** and any endorsements, statement of facts or proposal form, and **your** demands and needs set out the terms of the contract between **you** and **us**. Please read all of these documents to make sure they provide the cover **you** want. If they are not correct or do not meet **your** needs, please contact **your broker**.

The **schedule** identifies the **sections** of cover that apply and their **sums insured**, which should represent the reinstatement cost and limits of indemnity (the amount of cover **you** have).

If **your** insurance needs to be changed during the **period of insurance**, please let **your broker** know as soon as possible. **You** must tell **your broker** immediately about any changes to the information **you** have provided, the use of **your property**, if **your property** is going to be **unoccupied** or the **sums insured** shown on **your schedule**. Failure to do so may invalidate **your policy** or result in certain covers not operating fully.

You are under a legal duty to take reasonable care not to make a **misrepresentation** to **us**. Depending on the type of **misrepresentation** made, this could result in **your** insurance contract being rendered void (so that claims would not be paid and there would be no cover), the terms of **your** insurance contract being amended, or reducing proportionately the amount of **your** claim **we** pay to take account of any increased premium that **we** would have charged.

Your policy is designed to be amended easily. **Your broker** will issue a new **schedule** or endorsement each time the cover under the **policy** is altered. **You** must also tell **your broker** if at any time the **sums insured** representing the cost of reinstating the **buildings** shown in **your schedule** are insufficient. **Your broker** may charge a fee for amending **your policy**.

If **you** decide that **you** do not wish to accept this **policy**, please contact **your broker** within 14 days of receiving **your policy**, and providing no claims have been made, **we** will refund the full premium.

This **policy** is underwritten by AmTrust Europe Limited, registered in England and Wales. Company No. 1229676. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm's reference number 202189.

Registered office: Market Square House, St James's Street, Nottingham, NG1 6FG.

Please keep **your** policy wording in a safe place. **You** may need to read it if **you** need to make a claim or if **you** need assistance. Certain words have special meanings, as shown in the **section** headed 'Definitions.' These words are shown in bold throughout.

Contents

Your Policy	p. 04
Helpful Hints	p. 05
Summary of Cover Limits	p. 07
Definitions	p. 08
Section 1 - Property Damage	p. 12
Section 2 - Loss of Rent or Alternative Accommodation	p. 29
Section 3 - Property Owners' Liability	p. 33
Section 4 - Legal Protection	p. 44
General Policy Conditions	p. 58
General Policy Exclusions	p. 63
Claims Procedure and Conditions.....	p. 68
Complaints Procedure	p. 70
Referring Your Complaint to the Financial Ombudsman Service	p. 70
Privacy & Data Protection Notice	p. 71

Your Policy

In consideration for the payment of **your** premium, **we** shall provide insurance against loss, destruction, damage or liability of the **property** named in the **schedule** occurring at any time during the **period of insurance** (or any subsequent period for which **we** accept a renewal premium) in accordance with the **sections** of the **policy** shown as applying in the **schedule** subject to the exclusions, provisions and conditions of the **policy**.

If **you** wish to make a claim under **sections** 1-3, please contact **us**:

AmTrust Europe Claims Team
0115 934 9818
(9am-5pm Mon-Fri)

If **you** wish to make a claim under **section** 4, please contact Arc Legal Assistance:

Arc Legal Assistance Limited
PO Box 8921, Colchester, CO4 5YD
Telephone: 0344 770 9000
Email: claims@arclegal.co.uk

Helpful Hints

We recommend that **you** take simple precautions for **your** own safety to prevent accidents and reduce the likelihood of loss or damage. These helpful hints do not form part of **your** policy wording but could avoid distress and inconvenience as well as financial loss.

For example:

Fire prevention

- Check your electrical equipment regularly, make sure that correct fuses are used and check that your tenants do not overload the circuits. Hire a competent electrician if you are in doubt.
- Always ask tenants to unplug non-essential appliances before they go to bed, especially electric blankets.
- Install a suitable fire extinguisher. You should put one in the kitchen.
- Have your chimney swept and flues regularly checked, at least once a year (if your property has an open fire).

Water damage

- Insulate exposed water pipes and tanks in the roof area; this can be done easily with pipe insulation covers that can be bought from a DIY store.
- Turn off the water supply and drain out the system if you leave the property without heating in the winter months. Consider leaving the loft access open so that warm air can move into the roof space to reduce the possibility of the pipes and tank freezing.
- If your pipes freeze, thaw them out slowly using hot water bottles or hairdryers. Never use a blowlamp or warm air paint stripper gun.
- Consider servicing the heating system annually to make sure it is efficient and keeping it in good condition.

Security

- Make sure you have good quality locks fitted to all of your outside doors (five-lever mortise deadlocks to British Standard 3621 or multipoint locking systems on UPVC doors).
- All opening sections of the basement, ground floor or easily accessible windows should be fitted with key-operated locks.

Unoccupancy (Please read Policy Condition 3 - Unoccupied Properties Condition on page 59)

- Tell your local Neighbourhood Watch when the property is going to be unoccupied.
- Make certain that all doors and windows are closed and locked. If you have an alarm, make sure to switch it on.

Summary of Cover Limits

Buildings (if selected)	Limits
Theft or attempted theft	£2,500 any one claim caused by any person lawfully allowed in the buildings
Malicious acts or vandalism	£5,000 any one claim caused by any person lawfully allowed in the buildings
Loss of rent or alternative accommodation	Up to 20% of the building sum insured
Trace and access	£2,500 any one claim and £20,000 any one period of insurance
Illegal Activities	£5,000 any one claim
Emergency Services Access	£1,000 any one claim
Additional metered water, electricity, gas or other metered supply charges	£5,000 any one claim and £20,000 any one period of insurance
Accidental damage	Applies only if shown in your schedule
Nest Removal	£1,500 any one period of insurance
Unauthorised Alterations	£5,000 any one period of insurance
Theft of keys	£2,500 any one claim and £20,000 any one period of insurance

Landlord's Contents (if selected)	Limits
Theft or attempted theft	£2,500 any one claim caused by any person lawfully allowed in the buildings
Malicious acts or vandalism	£5,000 any one claim caused by any person lawfully allowed in the buildings
Loss of rent or alternative accommodation	Up to 20% of the contents sum insured
Trace and access	£2,500 any one claim and £20,000 any one period of insurance
Illegal Activities	£5,000 any one claim
Emergency Services Access	£1,000 any one claim
Additional metered water, electricity, gas or other metered supply charges	£5,000 any one claim and £20,000 any one period of insurance
Accidental damage	Applies only if shown in your schedule
Nest Removal	£1,500 any one period of insurance
Theft of keys	£2,500 any one claim and £20,000 any one period of insurance

Definitions

Certain words in this **policy** have special meanings. These meanings are given below or defined at the beginning of the appropriate **section**.

To help **you** identify these words in the **policy**, **we** have printed them in bold type throughout.

Accidental Damage

Caused suddenly and as a result of an external, visible and unexpected cause.

Building(s)

The structure of the risk address or addresses stated in **your schedule** built of brick, stone or concrete (excluding pre-fabricated concrete) and roofed with slate, tile, metal, concrete, asphalt, which belong to **you** or for which **you** have a legal responsibility, including garages on nearby sites, domestic outbuildings, swimming pools, tennis courts, terraces, patios, drives and footpaths, walls, gates, fences and hedges.

Landlord's fixtures and fittings in or on the **buildings** and not otherwise described under **contents**.

Broker

The company who arranged **your** insurance for **you** and who **you** paid **your** insurance premium to. **You** can find **your broker's** contact details on **your schedule**.

Business

The ownership by **you** of the **property** insured, including:

- a. Maintenance, occupation or use of the **property** insured by **you**;
- b. The provision and management of canteen, sports, social or welfare organisations for the benefit of **your** employees and fire security, first aid, medical and ambulance services;
- c. Private work undertaken with **your** prior consent by **your** employees or any director or senior official of **you**.

Common Parts

The common parts as defined in **your** freehold or leasehold agreement.

Contents

The cover under this **section** applies only if shown in **your schedule**.

Any landlord's **contents**, including:

- a. Household goods, furniture and furnishings of every description belonging to **you** or for which **you** are legally responsible, including:
 1. Television, satellite and radio receiving aerials, aerial fittings and masts fixed to the dwelling;
 2. Free standing gas and electric cookers;
- b. **Contents of common parts**.

Excess(es)

The first part of each and every claim for which **you** are responsible, as shown in **your schedule**.

Flat(s)

A self-contained unit of residential accommodation forming part of the **building**.

Flood

An inundation of water from the normal confines of any natural or artificial water course, streams, rivers, culverts, lakes, ponds, reservoirs, canals, dams, coastal waters and/or the overflowing of water onto land that is dry arising as a direct consequence of heavy rain, **storm** or tempest.

Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Landslip

Downward movement of sloping ground.

Misrepresentation

You will be deemed to have made a **misrepresentation** without taking reasonable care if **you** deliberately, recklessly or carelessly answer **our** specific questions incorrectly. A **misrepresentation** that is made dishonestly is always to be taken as showing a lack of reasonable care.

Period of Insurance

The period from the **policy** start date to the expiry date as shown in **your schedule**.

Policy

The documents consisting of this **policy** wording, the current **schedule** and any endorsements, statement of facts or proposal form **you** complete, and **your** demands and needs issued by **your broker**.

Property

Buildings and **contents** belonging to **you** or for which **you** are legally responsible, as shown and/or described in **your schedule**.

Renovation

Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sink, washbasin, w.c., bath and shower, carpeting and internal joinery, but excluding external window replacement.

Schedule

The current **schedule** provided by **your broker**, detailing the cover and forming part of the **policy**.

Section(s)

The parts of this **policy** that detail the insurance cover provided for each individual section of this **policy**.

Settlement

A movement of the ground below the **building** caused as a result of the soil being compressed by the weight of the **buildings** or the bedding down of new structures.

Storm

Strong winds of 41 knots/47mph or more, usually accompanied by rain, hail or snow. Beaufort scale number 9 or higher.

Subsidence

Downward movement of the ground beneath the **buildings** where the movement is unconnected with the weight of the **building**.

Sum(s) Insured

The **sums insured** as shown in **your schedule**, which is the maximum amount **we** will pay if **your property** is lost or damaged.

Tenant(s)

Any person occupying the risk address shown in **your schedule** under a tenancy agreement of a duration of at least six months.

Terrorism

An act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Unoccupied

Any **building** or part of the **building(s)** which is empty, disused, unfurnished or untenanted by **you** or any of **your tenants**.

We, Us, Our

Your insurer is AmTrust Europe Limited.

You, Your

The policyholder named in **your schedule**.

Section 1 – Property Damage

We will cover **you** against loss or damage to the **property** caused by an insured peril shown below.

We will not cover **you** for the **excess**, which is shown in **your schedule**.

Insured Perils

- a) Fire, explosion, lightning and earthquake
- b) Smoke
EXCLUDING any loss or damage:
 - 1. Which happens gradually
- c) Riot, civil commotion, strikes, labour or political disturbances
EXCLUDING any loss or damage:
 - 1. While the **buildings** are **unoccupied** except as provided for in General Policy Condition 3 – Unoccupied Properties.
- d) Aircraft or aerial devices or articles dropped from them
- e) Malicious acts or vandalism
EXCLUDING any loss or damage:
 - 1. Caused by **you**;
 - 2. In excess of £5,000 caused by any person lawfully allowed in **your buildings**;
 - 3. Caused when the **buildings** are **unoccupied** except as provided for in General Policy Condition 3 – Unoccupied Properties;
 - 4. Caused by any person lawfully allowed in **your buildings** when **you** have failed to notify **your broker** before the **period of insurance** that **your tenants** are in rent arrears or are subject to eviction proceedings under the 1988 Housing Act or any amending, superseding or equivalent legislation.
- f) Impact by any road vehicle or animal
- g) **Storm, flood** or weight of snow
EXCLUDING any loss or damage:
 - 1. Caused by frost, **subsidence, heave** or **landslip**;
 - 2. Caused only by a change in the water table;
 - 3. To walls, gates, fences, hedges or any moveable **property** in the open;

- 4. To open-fronted or open-sided **buildings** or to **property** contained therein;
 - 5. While the **buildings** are **unoccupied** except as provided for in General Policy Condition 3 – Unoccupied Properties.
- h) Escape of water or oil leaking from or freezing in any tank, apparatus or pipe or fixed heating installations
EXCLUDING any loss or damage:
- 1. While the **buildings** are **unoccupied**;
 - 2. To the appliance or system from which the water or oil escaped unless as a result of freezing conditions when the maximum limit is £2,500;
 - 3. By water discharged or leaking from any automatic sprinkler installation;
 - 4. Resulting in **subsidence, heave** or **landslip**;
 - 5. Caused by the failure of, or lack of, appropriate grout and/or sealant.
- i) Accidental escape of water from any automatic sprinkler installation in the **buildings** not caused by explosion, earthquake, subterranean fire or heat caused by fire
EXCLUDING any loss or damage:
- 1. While the **buildings** are **unoccupied**.
- j) Accidental breakage of fixed glass and sanitary fixtures forming part of the **buildings**, including double glazing, mirrors, glass in solar panel units and fixed baths, shower trays, shower screens, bidets, washbasins, splashbacks, pedestals, sinks, lavatory pans and cisterns
EXCLUDING any loss or damage:
- 1. While the **buildings** are **unoccupied**;
 - 2. To accessories and fittings;
 - 3. To ceramic hobs in freestanding cookers;
 - 4. Caused by chipping, denting or scratching.
- k) Theft or attempted theft
EXCLUDING any loss or damage:
- 1. Caused by theft or attempted theft which does not involve forcible and violent entry into or exit from the **buildings**;
 - 2. Caused by any person lawfully allowed in the **buildings** in excess of £2,500;

3. Caused by theft or attempted theft while the **buildings** are **unoccupied**;
4. To cash, bank and currency notes;
5. To securities and documents of any kind.

- l) Falling trees, branches, telegraph poles, lamp-posts or pylons, radio and television receiving aerials (including satellite dishes), their fittings and masts

EXCLUDING:

1. Any loss or damage arising from felling or lopping of trees or branches;
2. Removal of any part of the tree that has fallen outside the boundary of **your property**.

- m) **Subsidence** and/or **heave** of the site on which the **building** stands and/or **landslip** – to be read in conjunction with Condition 3 – Subsidence Condition

EXCLUDING any loss or damage:

1. As a result of **landslip** caused by or resulting from coastal or river or watercourse erosion;
2. Which originates prior to the inception of this cover;
3. Caused by faulty design, workmanship or material;
4. Caused by demolition, construction, structural alteration or repair to any buildings or ground works or excavation;
5. Caused by solid floor slabs moving, unless the foundations beneath the outside walls of the main private dwelling are damaged at the same time and by the same cause;
6. Caused by **settlement**;
7. To swimming pools, tennis courts, terraces, patios, drives and footpaths, walls, gates, fences or hedges unless the outside walls of the main private dwelling are damaged simultaneously and by the same cause.

- n) **Accidental damage** and blockages to underground water, gas, sewer and drain pipes, underground electricity and telephone cables which reach from the **property** to the public supply, for which **you** are legally responsible

EXCLUDING any loss or damage:

1. Caused by rust, corrosion, gradually operating cause or deterioration;
2. Due to a fault or limit of design, manufacture, construction or installation.

Accidental Damage & Policy Benefits

1 – Accidental Damage

Accidental Damage is operative only if identified in **your schedule**.

EXCLUDING any loss or damage:

- a. Caused by or consisting of or arising from or attributable to:
 1. Any of the insured perils shown under Section 1 – Property Damage;
 2. Any of the exclusions to the insured perils shown under Section 1 – Property Damage;
 3. Caused by any person lawfully allowed in **your buildings** as a result of misuse.
- b. Caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials, but this shall not exclude loss or damage which itself results from a cause not otherwise excluded.
- c. Caused by or consisting of faulty or defective workmanship, operational error or omission by **you** or any of **your** employees, but this shall not exclude:
 1. Such loss or damage not otherwise excluded which itself results from an insured peril;
 2. Subsequent loss or damage which itself results from a cause not otherwise excluded.
- d. As a result of acts of fraud or dishonesty by **you** or any partner, director or any of **your** employees but this shall not exclude such loss or damage not otherwise excluded, which itself results from insured perils a) to m).
- e. Caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, change in temperature, colour, flavour, texture or finish, but this shall not exclude:
 1. Such loss or damage not otherwise excluded which itself results from insured perils a) to m);
 2. Subsequent loss or damage which itself results from a cause not otherwise excluded.

- f. Consisting of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super-heaters, pressure vessels or any range of steam and feed piping connected to them, mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus, or equipment in which such a breakdown or derangement originates but this shall not exclude:
 - 1. Such loss or damage not otherwise excluded which itself results from insured perils a) to m);
 - 2. Subsequent loss or damage which itself results from a cause not otherwise excluded.
- g. Caused by disappearance, unexplained or inventory shortage or the misfiling or misplacing of information.
- h. To any building or structure caused by its own collapse or cracking, but this shall not exclude such destruction or damage resulting from other damage in so far as it is not otherwise excluded.
- i. In respect of fences, gates and moveable **property** in the open caused by wind, rain, hail, sleet, snow or dust.
- j. Resulting from **property** insured undergoing any process of production, packing, treatment, testing, commissioning, service or repair.
- k. In respect of:
 - 1. Jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books;
 - 2. **Property** in transit;
 - 3. Glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects, but this shall not exclude loss or damage which itself results from insured perils a) to m) in so far as it is not otherwise excluded;
 - 4. Money, cash, bonds or securities of any description.

- l. To:
 - 1. Vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
 - 2. **Property** or structures in course of construction or erection and materials or supplies in connection with all such **property** or structures;
 - 3. Land, roads, pavements, piers, jetties, bridges, culverts or excavations;
 - 4. Livestock, growing crops or trees but this shall not exclude such **property** specifically described in **your schedule**;
 - 5. Electronic recordings caused by electrical or magnetic erasure and/or accidental erasure of any kind.
- m. Whilst the **building** is **unoccupied**.

2 – Theft of Keys

We will pay for the cost of replacing locks and keys of doors and windows for which **you** are responsible, such costs being incurred to keep the **buildings** secure if the keys are stolen using force and violence, up to an amount of £2,500 any one claim and £20,000 any one **period of insurance**.

3 – Trace and Access

We will pay the costs in the event of loss or damage as a result of escape of water or fuel oil from any tank, apparatus or pipe, incurred by **you** in locating the source of such damage, and in the subsequent making good the damage caused by locating such source, up to an amount of £2,500 any one claim and £20,000 any one **period of insurance**.

4a – Metered Supplies

We will pay the additional water, gas, electricity or other metered supply charges incurred by **you** for loss or damage caused by an insured peril under Section 1 – Property Damage, and for which **you** are legally responsible, up to an amount of £5,000 any one claim and £20,000 any one **period of insurance**.

We will not pay for such charges incurred whilst any **building** is **unoccupied**.

The amount payable will be the supplier's charges for the period following the loss or damage, less the charge paid by **you** for the same period in the previous year, adjustments for changes in the suppliers' charges, and for variations affecting **your** supply consumption.

4b - Unauthorised Metered Supplies

We will pay the additional gas and electricity charges incurred by **you** as a result of unauthorised use, and for which **you** are legally responsible, up to an amount of £250 any one **period of insurance**.

The amount payable will be the supplier's charges for the period following the loss or damage, less the charge paid by **you** for the same period in the previous year, adjustments for changes in the suppliers' charges, and for variations affecting **your** supply consumption.

5 – Landscaped Grounds

We will pay the costs incurred by **you** as a result of loss or damage to the **buildings** caused by an insured peril under Section 1 – Property Damage, up to an amount of £1,000 any one claim, to restore landscaped grounds to their original appearance when first laid out and planted.

We will not pay for costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or to become established.

6 – Emergency Services

We will pay the costs incurred by **you** following loss or damage to the **buildings** or destruction to external landscaping, caused by the emergency services or persons acting under their control in gaining access to the **property**, as a result of concern for the welfare of the **tenant(s)** and/or to mitigate loss or damage to the **property** caused by an insured peril under Section 1 – Property Damage cover up to an amount of £1,000 any one **period of insurance**.

7 – Fire Extinguishers and Sprinklers

We will pay the costs incurred by **you** in re-filling fire extinguishers and replacing sprinkler heads, solely as a result of an insured peril under Section 1 – Property Damage.

8 – Illegal Activities at the Property

We will pay the costs incurred by **you** as a result of loss or damage to the **buildings**, for the purpose of any illegal activities caused by **your tenant** up to an amount of £5,000 any one claim.

9 - Theft of Fixed Fabric of the Property

We will pay the costs incurred by **you** for theft of the fixed fabric to the **buildings**, including external CCTV equipment, security lighting and roof materials.

10 – Removing Nests

We will pay the costs incurred by **you** for the nests of rats, mice, cockroaches, wasps and hornets to be removed by a professional from **your buildings**.

The most **we** will pay is £1,500 in any **period of insurance**.

11 – Selling your Buildings

If **you** sell **your buildings**, from the date **you** exchange contracts, **we** will give the buyer the benefit of cover under Section 1 – Property Damage until the sale is completed, as long as this is within the **period of insurance** and General Policy Condition 3 – Unoccupied Properties is complied with.

12 – Unauthorised Alterations

We will pay the costs incurred by **you**, up to £5,000 in any one **period of insurance** for reinstating the main private dwelling back to its original condition if **your tenant(s)** makes alterations or changes to the main private dwelling without **your** consent.

This **policy** benefit only applies if the inside of the **buildings** is inspected by **you** or an authorised person at least once every six months and a record kept of the inspection.

13 – Professional Fees

The **sums insured** for **buildings** include an amount in respect of Architects', Surveyors', Legal and Consulting Engineers' fees other than where an item covering such fees is specifically shown in **your schedule**.

Cover applies only to those fees incurred as a result of loss or damage to the **buildings** caused by an insured peril under Section 1 – Property Damage, in the reinstatement or repair of **property** insured.

14 – Alterations and Additions

To the extent that they are not otherwise insured, **buildings** and **contents** items within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands including:

- Any newly acquired or newly erected or property under construction (excluding any property which a building contractor is responsible for);
- Alterations, additions and improvements (but not appreciation in value in excess of the **sums insured**) to **buildings** and **contents**;

Provided that:

- You** provide **your broker** with details of the alterations or additions as soon as possible, and **you** will ensure to arrange specific insurance with **us** from the date **you** became responsible;
- The provisions of this cover will be fully maintained in addition to any specific insurance effected under a) above.

The most **we** will pay under this cover for any one item is 10% of the **sum insured** or £250,000 in total, whichever is lower.

15 – Removal of Debris Costs

The **sums insured** for **buildings** and **contents** include an amount in respect of debris removal costs, other than where an item covering such costs is specifically shown in **your schedule**.

Cover applies only to those costs incurred as a result of loss or damage caused by an insured peril under Section 1 – Property Damage, in:

- Removing debris;
- Dismantling and/or demolishing;
- Shoring up or propping;
- Clearing, cleaning, and/or repairing drains, gutters, sewers and the like for which **you** are responsible.

We will not pay for any costs or expenses:

- Incurred in removing debris other than from the site of the damaged **property** and the area immediately adjacent to the site;
- Arising from pollution or contamination of **property** not covered by this **section**.

16 – Removal of Debris Costs – Tenants' Contents

To the extent that they are not otherwise insured, cover includes unrecoverable costs incurred with **our** consent, as a result of damage caused by an insured peril under Section 1 – Property Damage, in removing debris in respect of **contents** for which **you** are not responsible, up to an amount of £5,000 any one claim.

We will not pay for any costs:

- Incurred in removing debris other than from the site of the damaged **property** and the area immediately adjacent to such site;
- Arising from pollution or contamination of **property** not covered by this **section**.

Basis of Settlement

We will pay **you** up to the **sum insured** of the **property** as detailed on **your schedule** at the time of its loss or destruction, and at **our** option, **we** will pay **you** the cost to arrange reinstatement or replacement of such **property** or any parts of such **property**.

The most **we** will pay for any one claim is:

- The total **sum insured**, or for each item its individual **sum insured**, or any other limit of liability in this **section** whichever is the less at the time of the loss or damage. The **sum insured** must be enough to cover the cost of reinstating the **property** in their present form;
- The amount of the **sum insured** or limit of liability remaining after deduction for any other loss or damage occurring during the same **period of insurance**, unless **we** agree to reinstate any such **sum insured** or limit of liability.

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

Our dedicated insurance claims team will manage **your** claim, supported on certain occasions by a professional loss adjusting firm and/or a specialist services company to ensure to settle **your** claim for the correct amount and as quickly as possible.

It is important that **you** have:

- Made a fair presentation of the risk and disclosed every fact and circumstance; and
- Complied with the obligations, terms and conditions contained in the **policy** throughout this **period of insurance**; otherwise, **your** claim may not be paid.

If **you** submit a valid claim and it transpires that **you** have breached **your** obligations of disclosure, or made a **misrepresentation**, then following a breach of disclosure which is either:

1. Deliberate; or
2. Reckless

we shall be entitled to:

- I. Avoid the contract, refuse all claims; and
- II. Retain the premiums paid.

If **you** submit a valid claim and it transpires that **you** have breached **your** obligations of disclosure, or made a **misrepresentation**, then following a breach of disclosure which is neither:

1. Deliberate; nor
2. Reckless

we shall be entitled to:

- I. If **we** would not have entered into the contract at all, avoid the contract and refuse all claims and return the premium;
- II. If **we** would have entered into the contract but on different terms, elect to treat the contract as having been entered into on those different terms. If **we** would have charged a higher premium, reduce the claim paid in proportion to the under-payment of premium. This is described as the 'proportionate remedy.'

'Proportionate remedy' means that **we** need only pay X% of what **we** otherwise would have been under an obligation to pay under the terms of the insurance:

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

1 – Automatic Reinstatement

In the absence of written notice by **us** to the contrary, in consideration of **sums insured** not being reduced by the amount of any claim, **you** will pay the appropriate additional premium on the amount of the claim from the date of loss or damage to expiry of the **period of insurance**, but this shall not apply in respect of any loss or damage as a result of insured peril k) - Theft or attempted theft.

2 – Basis of Settlement Adjustments

In calculating the most **we** will pay for any one claim, adjustments shall be made in accordance with the following clauses:

a – Reinstatement

Subject to the Special Conditions set out below, the amount payable for **buildings** and **contents** is the cost of the reinstatement of the **property** damaged.

For this purpose, "reinstatement" means:

- a. The rebuilding or replacement of **property** lost or destroyed which, provided **our** liability is not increased, may be carried out:
 1. In any manner suitable to **our** requirements;
 2. On another site.
- b. The repair or restoration of **property** damaged

in either case to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new.

Special Conditions applicable to a – Reinstatement

- a. **Our** liability for the repair or restoration of **property** damaged in part only shall not exceed the amount which would have been payable if such **property** had been wholly destroyed.
- b. No payment beyond the amount **we** would have paid in the absence of this clause will be made:
 1. Unless reinstatement commences and proceeds without delay;
 2. Until the cost of reinstatement has actually been incurred;
 3. Where **property** insured at the time of loss or damage is covered by any other insurance effected by **you** or on **your** behalf, which is not on the basis of reinstatement.

- c. All the terms and conditions of this **section** and the **policy** shall apply to any claim payable under the provision of this condition.

b – Index Linking (Please note that an index-linked **sum insured** is not necessarily an adequate one)

The **sums insured** will be adjusted to take into account movements in the appropriate index, and renewal premiums will be based on the adjusted **sums insured**.

For **buildings**, the general building cost index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors, for commercial premises or, for residential premises, the Household Rebuilding Cost Index issued for the Association of British Insurers (or other suitable index **we** decide upon) will be used.

For **contents** shown and/or described in **your schedule**, the Retail Price Index (or other suitable index **we** decide upon) will be used. The above percentage changes will continue to be applied between the date of any loss or damage and the date when replacement or repair has been completed.

c – Average (Under-insurance)

If at the time of loss or damage, the **sums insured** for **your property** are less than the cost of replacement, then **you** shall be responsible for a proportionate share of the cost.

d – Contribution and Average

If at the time of loss or damage, any other insurance has been effected by **you** or on behalf of **you** covering any of the **property** damaged, **our** liability under this **section** shall be limited to **our** rateable proportion of such loss or damage.

If such other insurance is subject to average (underinsurance), this **section**, if not already subject to average, shall be subject to average in the same manner.

If such other insurance is subject to any provision which excludes it from covering exactly the same property (ranking concurrently) with this **section**, either in whole or in part, or from contributing rateably, **our** liability under this **section** shall be limited to that proportion of the loss or damage which the **sum insured** for this **section** bears to the value of the **property**.

e – Public Authorities (including undamaged property)

Subject to the Special Conditions set out below, cover for **buildings** and **contents** includes an amount in respect of any additional cost of reinstatement which is incurred solely by reason of the necessity to comply with building or other Regulations under or formed in pursuance of any Act of Parliament, with Bye-Laws of any Public

Authority in respect of:

- Lost, destroyed or damaged **property**;
- Undamaged portions of such **property** excluding:
 - a. The cost incurred in complying with such Regulations, Bye-Laws or Stipulations:
 1. In respect of loss or damage occurring prior to the granting of this cover;
 2. In respect of loss or damage not covered by this **section**;
 3. Under which notice has been served upon **you** before the date of the loss or damage;
 4. In respect of undamaged **property** other than undamaged portions of damaged **property**.
 - b. The additional cost that would have been required to make good the damaged **property** to a condition equal to its condition when new, had the necessity to comply with such Regulations, Bye-Laws or Stipulations not arisen.
 - c. The amount of any charge or assessment arising out of capital appreciation, which may be payable in respect of the **property**, by reason of compliance with any such Regulations, Bye-Laws or Stipulations.

Special Conditions applicable to e – Public Authorities

- a. The work of reinstatement must be commenced and carried out within a time frame specified by **us** and in any case, must be completed within twelve months after the loss or damage, or within such further time as **we** may allow, and may be carried out upon another site (if such Regulations, Bye-Laws or Stipulations so necessitate), subject to there being no resulting increase in **our** liability.
- b. If **our** liability is reduced by the application of any of the terms and conditions of this **section** or of the **policy** (other than as a result of this clause), **our** liability under this clause will be reduced in proportion.
- c. The most **we** will pay for any one claim in respect of undamaged portions of **property** other than foundations is 15% of the total amount for which **we** would have been liable had the **property** been wholly destroyed.
- d. All the terms and conditions of this **section** and of the **policy** shall apply to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause.

f – Sprinkler Installation Upgrading Costs

If following loss or damage, **we** require the upgrading of any automatic sprinkler installation in order that at the time of its reinstatement such installation will conform to Loss Prevention Council Rules current at the time of reinstatement, **we** will pay the costs incurred by **you** provided that at the time of the loss or damage the installation conformed to the Loss Prevention Rules authored by the Fire Protection Association (FPA) at the time of the original installation but did not conform to subsequent amendments to such rules.

g – Fixed Glass

Following damage to fixed glass, **we** will pay the cost of:

- a. Any necessary temporary boarding up of broken glass pending full replacement;
- b. Removing and re-fixing window fittings and other obstacles to replacing broken glass and replacing alarm foil on glass;
- c. Loss or damage to framework and to **contents** caused by broken glass.

We will not pay for loss or damage:

- a. Existing prior to the inception of this **policy**;
- b. To shop fronts in the **building** and the glass therein.

h – Interested Parties

The interest of the leaseholder(s), mortgagee(s) and **tenant(s)** of the risk address stated on **your schedule** and should be advised to **us** in the event of a claim.

In addition, **your** interest or the interest of the mortgagee(s) under this cover will not be prejudiced by any act or neglect of the occupiers or mortgagors of any **property** where the risk of loss or damage is increased without **your** or the mortgagee(s) authority or knowledge. Provided that once **you** or the mortgagee(s) are aware of the increased risk, **you** must contact **your broker** as soon as possible and pay any additional premium that **we** may require.

Conditions

In addition to General Policy Conditions the following apply:

1 – Excesses

The **excesses** applying to each and every claim will be shown on **your schedule**.

2 – Sprinkler Condition

In any **building** where a sprinkler system is installed, **you** must:

- a. Maintain the system in efficient working order during the **period of insurance**;
- b. Ensure that routine tests are carried out and any defects revealed are promptly remedied;
- c. Obtain **our** written consent to any proposed changes, repairs or alterations to the system.

3 – Subsidence Condition

When required by **us**, any cover under insured peril m) **Subsidence** - shall be subject to a satisfactorily completed **subsidence** questionnaire which will form part of the **policy**.

4 - Flat Roof Condition

It is a condition precedent to liability in respect of loss or damage caused by **storm, flood**, or weight of snow that;

- a. Any flat roof area at the premises (or the insured portion of the premises) is inspected by a member of the Roofing Federation, Federation of Master Builders (FMB), National Federation of Roofing Contractors, Confederation of Roofing Contractors, and a report issued regarding the condition of the roof and outlining any remedial work required to maintain the roof in a good condition;
- b. Any work specified on such a report shall be undertaken within 60 days of the issue of the report;
- c. A copy of each report is retained by **you** and is available to **us** immediately upon request;

- d. The roof shall be inspected;
 - i. Within 60 days of the addition of this clause to the **policy** unless an inspection has been carried out in the last five years and any remedial work identified has been undertaken;
 - ii. Immediately following any water ingress from the roof of the premises;
 - iii. Within the timescales recommended on the report but at least every five years and any defects found remedied within 60 days or as specified by **us**.

5 - Open Fires and Log Burner Condition

It is warranted that;

- a. The open fireplace be fitted with a safety spark screen;
- b. An area of at least one metre around the open fireplace or log burner must be cleared and maintained at all times;
- c. The fire shall be fully extinguished at least one hour prior to vacating the premises;
- d. The chimney and/or flue is inspected every twelve months by a professional and any defect identified by the inspection be repaired immediately at **your** expense;
- e. A maintained fire extinguisher shall be kept no more than five metres away from the fireplace;
- f. No treated or painted woods shall be burned;
- g. All firestarters, logs and other fuel is stored within metal lidded containers or externally at least ten metres from the **building**.

Section 2 – Loss of Rent or Alternative Accommodation

In addition to the definitions in Section 1 – Property Damage, the following only apply to this **section**:

Definitions

Rent

The money paid or payable to **you** for the use of the **property** and its services.

Loss of Rent

The amount by which the **rent** during the **indemnity period** falls short of the **rent** which but for the loss or damage would have been received.

Increase in Cost of Working

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the **loss of rent** which but for that expenditure would have taken place during the **indemnity period**.

Indemnity Period

The period beginning with the occurrence of loss or damage by an insured peril under Section 1 – Property Damage, and ending no later than 12 months thereafter during which the **buildings** shall be affected as a result of loss or damage.

Re-letting Costs

The expenditure incurred as a result of loss or damage in re-letting **buildings**, including legal fees or other charges incurred solely as a result of such re-letting.

Policy Cover

We will pay for the **loss of rent** or alternative accommodation if the **buildings** become **unoccupied** or partly **unoccupied** and cannot be let out as a result of an insured peril under Section 1 – Property Damage.

The maximum **we** will pay under this **section** will be no more than the **tenant** would have paid to **you**, and no more than 20% of the **building sum insured** as shown on **your schedule**.

If **you** have selected Landlord's **contents** cover only, the maximum **we** will pay under this **section** will be no more than the **tenant** would have paid to **you** and no more than 20% of the **contents sum insured** as shown on **your schedule**.

EXCLUDING:

- a. Any **loss of rent** arising from the **tenants** leaving the **buildings** without giving **you** notice;
- b. Any **loss of rent** that is not a direct result of the loss;
- c. **Loss of rent** in respect of any **buildings** that were **unoccupied** immediately before the occurrence of the insured peril giving rise to a claim;
- d. Any letting or managing agents' share of the rent unless agreed by **us** and **you** are legally liable to pay their proportion under contract;
- e. **Loss of rent** or alternative accommodation after the **buildings** are in a fit state to be occupied;
- f. **Loss of rent** or alternative accommodation for any period in excess of 12 months;
- g. **Loss of rent** as a direct result of loss or damage caused by **your tenant(s)** or their guest, unless it cannot be recovered from any security deposit lodged by the **tenants**;
- h. Any amounts saved during the **indemnity period** in respect of any of the charges and expenses of the **business** payable out of **rent** that may cease or be reduced.

Policy Benefits

In addition to the policy cover, **we** will pay **you** an indemnity as a result of loss or damage to the **buildings** caused by an insured peril under Section 1 – Property Damage for the following policy cover benefits:

- a. **Increase in cost of working**; and
- b. **Re-letting costs**.

But **we** will not pay **you** for:

- a. **Increase in cost of working** exceeding the amount of **loss of rent** thereby avoided;
- b. Legal fees or other charges payable by any new **tenant** acquired in re-letting premises as a result of loss or damage.

Denial of Access

Subject to the conditions of the **policy**, **we** will pay for loss resulting from interruption of or interference with the **business** as a result of loss or damage to **property**:

- a. In the vicinity of the **buildings**, destruction of or loss or damage to which shall prevent or hinder the use of the **buildings** or access thereto whether the **buildings** or **your property** therein shall be damaged or not (but excluding loss or damage to **property** of any supply undertaking from which **you** obtain electricity, gas or water or telecommunication services which prevent or hinder the supply of such services);
- b. At the premises of **your** managing agents shall be deemed to be loss resulting from loss or damage to **property** used by **you** at the **buildings**.

Basis of Settlement

Automatic Reinstatement

In the absence of written notice by **us** to the contrary, in consideration of **sums insured** or limits of liability not being reduced by the amount of the claim, **you** will pay the appropriate additional premium on the amount of the claim from the date of the loss or damage to expiry of the **period of insurance**, but this shall not apply in respect of insured peril k) - Theft or attempted theft.

Basis of Settlement Adjustments

In calculating the amounts **we** will pay **you**, adjustments shall be made in accordance with the following clauses:

a – Average

If the **sum insured** on **rent** is less than the **rent** that the **tenant** would have paid **you**, the amount payable by **us** will be proportionately reduced.

b – Rent Review

Where **rent** is subject to a **rent** review during the **period of insurance**, the amount payable may be automatically increased, subject to a maximum **rent** review increase of 75%. This does not include any increases in **rent** resulting from alterations, additions, extensions or improvements to the **buildings** insured or in respect of newly erected buildings.

c – Alterations or Additions

Cover includes **rent** in respect of:

- a. Alterations, additions and improvements to the **buildings**;
- b. Newly acquired or newly erected **buildings**.

Within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, for no more than 20% of the total **sum insured** or £50,000 whichever is the less, for any one **building**, provided that **you** shall:

1. Give details to **us** within sixty (60) days of the commencement date of **your** interest in such **rent**;
2. Effect specific cover retrospective to such date, and;
3. Pay the appropriate additional premium.

d – Value Added Tax

All terms in this **section** shall be exclusive of value added tax to the extent that **you** are accountable to the tax authorities for such tax.

e – Payment on Account

We will make payments on account during the **indemnity period**, if **you** so request, subject to any adjustment at the end of the **indemnity period**.

Section 3 – Property Owners' Liability

In addition to the definitions in Section 1 – Property Damage, the following only apply to this **section**:

Definitions

Injury

- a. Bodily **injury**, death, disease, illness, mental **injury** or nervous shock;
- b. Invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person.

Employee

- a. Any person under a contract of service or apprenticeship with **you**;
- b. Any of the following persons whilst working for **you** in connection with the **business**:
 1. Any labour master or labour only subcontractor or person supplied by them;
 2. Any self-employed person providing labour only;
 3. Any trainee or person undergoing work experience;
 4. Any voluntary helper;
 5. Any person who is borrowed by or hired to **you**.

Territorial Limits

- a. Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- b. Any member country of the European Union;
- c. Elsewhere in the world in respect of **injury** or loss or damage caused by or arising from non-manual activities by **you**.

Products

Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by **you** in connection with a **business** and not in **your** charge or control.

Pollution or Contamination

- a. All **pollution or contamination** of **buildings** or other structure or of water or land or the atmosphere;
- b. All **injury** or loss or damage directly or indirectly caused by such **pollution or contamination**;
- c. All **pollution or contamination**, which arises out of or in connection with one incident, shall be deemed to have occurred at the time such incident takes place.

Offshore Installations

- a. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation;
- b. Any installation in the sea or tidal waters which is intended for the storage or recovery of gas;
- c. Any pipe or system of pipes in the sea or tidal waters;
- d. Any installation which is intended to provide accommodation for persons who work on or from locations specified in a., b., or c. above.

Policy Cover

We will indemnify **you** against legal liability to pay compensation and claimants' costs and expenses in respect of:

- a. Accidental **injury** to a person;
- b. **Accidental damage** to material property;
- c. Nuisance, trespass, obstruction or interference with any right of way, light, air or water;

occurring within the **territorial limits** during the **period of insurance** in connection with the **business**.

Costs and Expenses

We will also pay costs and expenses incurred by **us**, or with **our** written consent:

- a. In connection with the defence of any claim;
- b. For representation of **you**:
 1. At any coroner's inquest or fatal accident inquiry in respect of death;

2. At proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **injury** or loss or damage

which may be the subject of indemnity under this **section**.

Limit of Indemnity

- a. **Our** liability for all compensation payable in respect of:
 1. Any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause;
 2. All **injury** or loss or damage occurring during any one **period of insurance** and caused by and arising from **products**;
 3. All **pollution or contamination** which is deemed to have occurred during any one **period of insurance**;

shall not exceed the £2,000,000 Limit of Indemnity unless a higher limit is specified in **your schedule**.

- b. In respect of all claims against **you** made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory, the Limit of Indemnity shall be inclusive of the amount of all:
 1. Claimants' costs and expenses;
 2. Costs and expenses incurred by **us** or with **our** written consent in connection with the defence of such claims.
- c. **Our** liability shall not exceed the Limit of Indemnity shown in **your schedule** in respect of an act of **terrorism**;

if **we** allege that by reason of this limitation any loss or damage, cost or expense is not covered, the burden of proving the contrary shall be upon **you**.

Extensions

1 – Indemnity to other parties

If **you** so request, **we** will indemnify the following parties:

- a. Any officer or committee member or other member of **your** canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity;
- b. Any partner, director or **employee** of **you** against liability incurred in such capacity and in respect of which **you** would have been entitled to indemnity under this **section** if the claim had been made against **you**;

- c. Any principal for whom **you** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by **you** and in respect of which **you** are legally liable and would have been entitled to indemnity under this **section** if the claim had been made against **you**.

Provided that:

1. Each such party shall observe, fulfil and be subject to the terms and conditions of this **section** in so far as they can apply;
2. **Our** liability to **you** and all parties indemnified shall not exceed the £2,000,000 Limit of Indemnity unless a higher limit is specified in **your schedule**.

2 – Joint Insured – Cross Liabilities

If more than one party is named as **you** in **your schedule**, this **section** shall apply as though each was insured separately provided that **our** liability to all parties indemnified shall not exceed in total the Limit of Indemnity shown in **your schedule**.

3 – Overseas Personal Liability

The **business** is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or **employee** or family member of such partner, director or **employee** normally resident within the territories specified in this **section**. Definition of **territorial limits** is in the course of any journey or temporary visit to any other country made in connection with the **business**.

4 – Motor Contingent Liability

We will indemnify **you** in the terms of this **section** against liability arising out of the use in connection with the **business** of any vehicle not owned, provided or being driven by **you**, but this **section** does not cover liability:

- a. In respect of loss or damage to such vehicle;
- b. Arising out of any such use in any country outside the European Union;
- c. Incurred by any party other than **you**;
- d. Incurred by any party identified in Extension 1 – Indemnity to other Parties.

For the purpose of this cover, Exclusion 1 – Injury to Employees does not apply.

5 – Defective Premises Act 1972

We will indemnify **you** in the terms of this **section** against liability incurred by **you** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by **you**.

Provided that this Extension does not cover:

- a. The costs of rectifying any loss or damage or defect in the premises or land disposed of;
- b. Liability for which **you** are entitled to indemnity under any other insurance.

6 – Consumer Protection and Food Safety Acts – Legal Defence Costs

We will indemnify **you** and if **you** so request any partner, director or **employee** of **you** in the terms of this **section** in respect of legal costs and expenses incurred with **our** written consent in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under:

- a. Part 2 of the Consumer Protection Act 1987; or
- b. Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed during the **period of insurance** in connection with the **business**.

Provided that **we** shall have the conduct and control of all the said proceedings and appeals.

We will not pay for:

- a. Fines or penalties of any kind;
- b. Proceedings or appeals in respect of any deliberate act or omission;
- c. Costs or expenses insured by any other policy.

7 – Court Attendance Compensation

If during the **period of insurance** any partner, director or **employee** of **you** is required to attend Court as a witness at **our** request in connection with a claim which is the subject of indemnity under this **section**, **we** will pay compensation to **you** on the following scale for each day that attendance is required:

- a. Any director or partner £250;
- b. Any **employee** £150.

8 – Contractual Liability

In respect of liability assumed by **you** by a contract or agreement entered into by **you** and which would not have attached in the absence of such contract or agreement, the indemnity provided by this **section** shall only apply if the sole conduct and control of any claim is vested in **us**.

Provided that **we** shall not in any event provide indemnity:

- a. Under Exclusion 9 - Products – a. of this **section** except as stated therein;
- b. In respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

9 – Legionellosis Liability

Exclusion 4 - Pollution or Contamination – b. of this **section** shall not apply to any discharge, release, or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like.

Provided that:

- a. **We** will only indemnify **you**:
 1. In respect of claims arising from **pollution or contamination** which arise out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like first made in writing to **you** during the **period of insurance**; or
 2. If the first notification of a circumstance which has caused or is alleged to have caused **injury** or loss or damage and can be expected to give rise to a claim arising from **pollution or contamination** which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like is notified to **you** during the **period of insurance** or within thirty (30) days after expiry of the same **period of insurance**.
- b. **Our** liability under this Extension for all compensation (including interest thereon) and claimants' costs and expenses payable shall not exceed £500,000, and for all claims arising from **pollution or contamination** shall not exceed the Limit of Indemnity as stated in **your schedule**.
- c. This Extension shall not apply to any claim arising from **pollution or contamination** which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like if before the **period of insurance**, **you** had become aware of circumstances which have given or may give rise to such **pollution or contamination**.

Exclusions

In addition to the General Policy Exclusions **we** will not pay for:

1 – Injury to Employees

Liability in respect of **injury** to any **employee** arising out of and in the course of the employment or engagement of such person by **you**.

2 – Work on Offshore Installations

Liability in respect of **injury** or loss or damage arising in connection with visiting or working on or travel to or from **offshore installations**.

3 – Fines, Penalties, Liquidated, Punitive, Exemplary or Aggravated Damages

Liability in respect of:

- a. Fines, penalties or liquidated damages;
- b. Punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.

4 – Pollution or Contamination

Liability in respect of:

- a. **Pollution or contamination** occurring in the United States of America or Canada or any dependency or trust territory;
- b. **Pollution or contamination** occurring elsewhere unless caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

5 – Mechanically Propelled Vehicles

Liability arising out of the ownership, possession or use by or on **your** behalf of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply:

- a. While such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation);

- b. In respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle, except where more specifically insured by any other policy.

6 – Vessels or Craft

Liability arising out of the ownership, possession or use by **you** or on **your** behalf of any vessel or craft designed to travel in, on or through water, air or space (other than hand-propelled watercraft).

7 – Property in your charge or control

Liability in respect of loss or damage to any **property** belonging to **you** or in **your** charge or control other than:

- a. Personal effects or vehicles of any partner, director or **employee** of or visitor to **you**;
- b. Premises (and their **contents**) not belonging, leased, rented or hired to **you** but temporarily in **your** charge for the purpose of carrying out work;
- c. Premises (including their fixtures and fittings) leased, rented or hired to **you**, but this **section** does not cover liability attaching to **you** solely under the terms of any tenancy or other agreement.

8 – Damage to Goods Supplied

Liability in respect of:

- a. Loss or damage to any goods or other property sold, supplied, delivered, installed or erected by or on **your** behalf;
- b. All costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of:
 - 1. Any such goods or **property**;
 - 2. Any defective work executed by **you** or on **your** behalf. Except that a. and b. -1 above shall not apply to liability in respect of loss or damage to the said goods or **property** if such loss or damage is caused by or arises from:
 - i. Any alteration, repair or servicing work executed;
 - ii. Any other goods or property sold, supplied, delivered, installed or erected by **you**;
 - iii. Under a separate contract.

9 – Products

In respect of **injury** or loss or damage caused by or arising from **products**:

- a. Any liability which attaches to **you** solely under the terms of an agreement other than:
 - 1. Under any warranty of goods implied by law;
 - 2. Under any indemnity clause in any agreement between **you** and any independent carrier in respect of **injury** or loss or damage caused by **products** entrusted to such carrier for transit by road, rail or waterway;
- b. Any **products** installed or incorporated in any craft designed to travel in or through air or space and which to **your** knowledge was intended to be installed or incorporated in any such craft;
- c. Any claim made against **you** in any country outside the European Union in which **you** occupy premises or are represented by any resident **employee** or holder of **your** power of attorney.

10 – Advice and Design

Liability for **injury** or loss or damage arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on **your** behalf other than where provided or performed in connection with any **products**.

11 – Contract Works and JCT Clause 21.2.1

Liability in respect of loss or damage to any **property**:

- a. Comprising or to be incorporated in the contract works in respect of any contract undertaken by **you**;
- b. Against which **you** are required to effect insurance under the terms of Clause 21.2.1 of the JCT (RIBA) Conditions of Contract or of any other contract condition requiring insurance of a like kind.

12 – Manual Work

Liability arising from or as a result of any manual work carried out away from any premises belonging, leased, rented or hired to **you** other than delivery or collection.

13 – Slings and Cradles

Liability for **injury** or loss or damage arising out of the operation of a sling and/or cradle.

14 – Computer Date Recognition

Liability arising directly or indirectly from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether **your property** or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure:

- a. Correctly to recognise any date as its true calendar date;
- b. To recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date;
- c. To recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore, correctly to manipulate, interpret, calculate or process any data on or after any date.

15 - Asbestos

Any liability arising directly or indirectly out of exposure to, inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, asbestos fibres, or any derivatives of asbestos.

Conditions

In addition to the General Policy Conditions the following apply:

1 – Discharge of Liability

For any claim or series of claims involving legal liability covered by this **policy**, **we** will pay:

- a. Up to the limit shown on **your schedule** for any one **period of insurance** (less any amounts already paid by **us**); or
- b. Any lower amount for which **we** can settle **your** claim.

Once **we** have made the payment, **we** will have no further liability in connection with **your** claim, apart from paying costs and expenses **you** incurred before the payment date, or reclaiming any costs and expenses incurred by **us**.

2 – Other Insurances

We will not indemnify **you** in respect of liability, which is more specifically insured by any other policy except in respect of any excess beyond the amount payable under such policy.

Section 4 - Legal Protection

In addition to the definitions in Section 1 – Property Damage & Section 2 – Loss of Rent or Alternative Accommodation, the following only apply to this **section**:

Definitions

Appointed Legal Representative

A solicitor or other suitably qualified person appointed by **us**, in accordance with the provisions of this insurance, to act for **you**.

Claim

A request for payment of **legal expenses** resulting from one or more events or circumstances arising in the **territorial limits** at the same time or from the same cause notified to **us** within the **period of insurance**.

Claims Administrators

Arc Legal Assistance Limited, PO Box 8921, Colchester, CO4 5YD.
Telephone: 0344 770 9000
Email: claims@arclegal.co.uk

Counterclaim

An opposing **claim** brought against **you** in response to the **legal proceedings**.

Housing Acts

The Housing Act 1988, the Housing Act 1996, The Housing (Scotland) Act 1988, any amending, superseding or equivalent legislation applicable in the **territorial limits**.

Legal Expenses

Legal fees, costs, disbursements and other professional charges in connection with **legal proceedings** which **we** have agreed to indemnify:

- Reasonably, proportionately and necessarily incurred by the **appointed legal representative**.
- Incurred by other parties in civil cases when **you** have been ordered to pay them or pay them with **our** prior agreement.

Legal Proceedings

The pursuit or defence of legal disputes, proceedings and tribunals made by or brought against **you**, including appealing or defending an appeal against judgement, dealt with entirely by and within the jurisdiction of a court or other body in the **territorial limits**.

Maximum Amount Payable

The total of all **claims** notified during the **period of insurance**.

Prospects of Success

Reasonable prospects considered as a 51% or better chance of success.

Tenant(s)

The person(s), company, partnership or association as defined in the **tenancy agreement(s)** renting the **building** from **you**.

Tenancy Agreement

The written **tenancy agreement** or the written statement of the main details of an unwritten **tenancy agreement** for the **building** between **you** and the **tenant**.

Territorial Limits

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

A – Standard Legal Expenses Cover

We will indemnify **you** against **legal expenses** up to the **maximum amount payable** of £25,000 provided that the **claim** has been notified to **us** in the **period of insurance** and arises from **legal proceedings** relating to:

Rent recovery

The recovery of an undisputed debt for **rent** unpaid by **your tenant** provided that:

- The amount in dispute exceeds £400.
- All **rent** debt recovery cases are notified to **us** within 45 days from the date the **rent** was first due.
- All **your** normal credit control procedures have been exhausted.

- d. **We** select the most appropriate means of recovery.
- e. No more than two separate **rent** debt recoveries are pursued for any one **tenant** during the **period of insurance**.

Eviction

Your legal rights to evict anyone that does not have **your** permission to be in the **building**. **We** will pay **legal expenses** to assist **you** with gaining possession of the **building** when the **tenant** refuses **you** access to the **building** at the end of the **tenancy agreement** or if the **tenant** has failed to pay the **rent**. Provided that **you**;

- a. Have acted in accordance with all **your** legal requirements and **you** have not granted the **tenant** permission to remain in the **building**; and
- b. Have notified the **tenant** in accordance with the prescribed legal requirements that **you** want possession of the **building**.

Defence Costs

Defence of **your** rights if an event arising from **you** letting the **building** leads to **you** being prosecuted in a criminal court.

B – Enhanced Legal Expenses (including Property Disputes)

This cover applies in addition to A – Standard Legal Expenses but is only operative if identified in **your schedule**.

We will indemnify **you** against **legal expenses** up to the **maximum amount payable** of £50,000, provided that the **claim** has been notified to **us** in the **period of insurance** and arises from **legal proceedings** relating to:

Property legal disputes

Cover is provided in the following circumstances where **you** become involved in a dispute in relation to the owning or letting of the **building** and the amount in dispute is more than £400:

- a. Tenancy disputes provided that:
 - 1. The letting is in compliance with the provisions of the **housing acts**; or
 - 2. If it is not a letting within the terms of the **housing acts**, it is in accordance with the relevant law, including where the **building** is let to a company and/or where the annual rental exceeds £100,000.

- b. Arising from a **tenant's** or other third parties' alleged or actual negligent act or omission, nuisance, trespass or criminal damage relating to the **building** which causes or could cause physical damage or pecuniary loss.
- c. The alleged or actual infringement of the legal rights of:
 - 1. **You** arising out of or relating to the rightful occupation or ownership of the **building**;
 - 2. A **tenant** or other third party by **you** arising out of or relating to the rightful occupation or ownership of the **building** by **you**.
- d. Arising from any contract entered into by **you** for the sale or purchase of the **building**;

excluding any dispute that **you** may personally have arising from or relating to the breakdown of a marriage or quasi-marital relationship.

Attendance Expenses

We will indemnify **you** up to £100 per person per day to a maximum of £1,000 any one **claim** for the actual loss of salary or wages for **you**, any of **your** directors, partners or employees, or **your** letting or managing agent for the time off work to attend any court for a tribunal hearing as:

- a. A witness for **you** at the request of the **appointed legal representative**;
- b. A defendant in **legal proceedings** for which **we** have accepted the **claim** provided that such salary or wages are not recoverable from the relevant court or tribunal.

Conditions Applicable to Section 4 – Legal Protection

In addition to the General Policy Conditions the following conditions apply to this **section**.

1 – Your responsibilities

- a. **You** and **your** letting or managing agent must notify **us** about any change in the information given to **us** as soon as possible. Failure to do so may invalidate **your policy** or may result in cover not operating fully. **We** reserve the right to alter the terms, charge an additional premium, or cancel this **policy** should **we** become aware of any fact which may affect the cover **we** provide
- b. **You** must:
 - 1. Observe all the terms and conditions of this insurance and any mortgage on the **building**;

2. Comply with all the conditions of the **tenancy agreement**;
3. Try to prevent any event or circumstances that may give rise to a **claim**;
4. Take all steps to minimise the amount payable by **us**.

2 – Reporting a Claim

We must be notified in writing of any event or circumstance which has given or may give rise to a **claim** or **legal proceedings** involving **you** as soon as it comes to **your** attention. If **you** fail to notify **us** of such event or circumstance during the **period of insurance** in which **you** first became aware of it, the **claim** will not be accepted.

Where **we** have received such notification, **we** agree to treat any subsequent **claim** or **legal proceedings** arising out of any event or circumstance already notified as having been made or brought within the **period of insurance**.

You must then, as soon as possible, provide full written or other evidence, including the names of any possible witnesses and details (produced at **your** own expense) of any costs incurred prior to **our** accepting the **claim**, including any action already taken.

3 – Acceptance of a claim and our right to refuse indemnity

A **claim** cannot be regarded as having been accepted by **us** until **we** have given written confirmation to **you**. If **we** refuse to accept a **claim** or to continue to indemnify **you**, **we** will give **our** reason(s) in writing.

We are entitled to refuse to accept a **claim** or continue to indemnify **you** where:

- a. In **our** opinion, **you** have:
 1. Not disclosed any material information to **us**;
 2. Failed to provide **us** or the **appointed legal representative** with any relevant information and or supporting evidence;
- b. In the opinion of the **appointed legal representative**, **prospects of success** for pursuing the **legal proceedings** do not or no longer exist;
- c. In **our** opinion, after having taken advice from **our** own advisors (who are not the **appointed legal representative**) or counsel, **prospects of success** for pursuing the **legal proceedings** do not or no longer exist;

we may, at any time, require **you** to obtain at **your** own expense an opinion from counsel as to the merits of **legal proceedings**. **We** will pay, within the limit applicable to the **claim**, the cost of obtaining the opinion if it indicates that there are **prospects of success** for pursuit or defence of the **legal proceedings**.

4 – Legal Representation

- a. **We** have the right to make investigations into the case.
- b. **We** also have the right to negotiate and settle the losses arising from the insured event, in the insured person's name, before an **appointed legal representative** is instructed.
- c. Where appropriate, **we** will pass the **claim** to an **appointed legal representative** to be dealt with. They will be instructed in the name of the insured and may negotiate and settle the **claim** for **legal proceedings** on **your** behalf.
- d. Where Court proceedings are necessary or where it is otherwise required, the legal representative will be a solicitor chosen by **us**. If **you** wish to appoint **your** own solicitor, **you** must notify **us** in writing and provide details of the firm and the individual solicitor at that firm that **you** intend to instruct. **We** will make contact with the individual solicitor to obtain written confirmation of their qualifications and expertise. The solicitor must sign **our** Non-Panel Solicitor Terms and Conditions, and they will be under a duty to minimise the costs of the **legal expenses**.
- e. Once **your** chosen solicitor has signed **our** Non-Panel Solicitor Terms and Conditions, they will become the **appointed legal representative** subject to the terms and conditions of this **policy** and **our** Non-Panel Solicitor Terms and Conditions. **You** must not change the **appointed legal representative** without **our** prior written consent; such consent not to be unreasonably withheld. This condition is subject to any rights of the insured person under Regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

5 – Control of the claim

- a. When requested, **you** must, at **your** own expense, provide all information, evidence and documents relating to the **legal proceedings** to the **appointed legal representative**. **You** must also meet with the **appointed legal representative** when requested.
- b. **You** must keep **us** and the **appointed legal representative** regularly informed of all developments, co-operate fully in all respects and not enter into any negotiations with the **tenant**.
- c. **We** must have direct access to the **appointed legal representative** at all times.
- d. **You** must give the **appointed legal representative** any instructions asked for by **us**, including for the supply of any documents or other information **we** require.

- e. **We** are entitled to require **you** to immediately produce to **us** all information, evidence, legal advice and documents relating to the **legal proceedings** in **your** possession or custody or in that of the **appointed legal representative**.
- f. **You**, directly or via the **appointed legal representative**, must inform **us** immediately in writing if anyone offers to settle the **claim** or makes an offer to settle the **legal proceedings**.
- g. **You** must obtain **our** written agreement if **you** wish to appeal against the decision of a court or tribunal. **Your** application, with reasons, must be sent to **us** by recorded delivery at least ten working days before the final date for lodging the appeal. If **we** do not agree, **our** decision will be given in writing.

6 – Payment under this insurance

- a. If **you** do not accept any offer to settle the **legal proceedings** which equals or exceeds the total damages (including any interest) eventually recovered by **you**, **we** will not pay for any **legal expenses** incurred after such refusal unless **we** have given **our** written agreement to the continuation of the **legal proceedings**.
- b. When requested by **us**, **you** must instruct the **appointed legal representative** to have the **legal expenses** assessed or audited by the relevant court or tribunal.
- c. All accounts, orders or awards of a court or tribunal for **legal expenses** to be paid under this insurance must be submitted to **us** promptly.
- d. Following receipt of the relevant accounts, orders or awards of a court or tribunal for **legal expenses** to be paid under the insurance, payment will be made direct to the **appointed legal representative**, to the other party's Legal Representative, or to such other party as is appropriate according to the terms of any order or award of the court or tribunal.
- e. If **you** withdraw from the **legal proceedings** without **our** agreement, cover will cease immediately, and **we** will be entitled to be reimbursed for any **legal expenses** previously agreed or paid on **your** behalf.

7 – Recoveries

We reserve the right to take proceedings in **your** name, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance to anyone else. If **you** recover any **legal expenses** previously paid by **us** from any other party, such **legal expenses** must immediately be repaid to **us**.

8 – Arbitration

Any dispute or difference of any kind between **us** and **you** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by The Law Society. The arbitrator's decision will be final and binding on all parties.

9 – Assignment

Cover under this **policy** is between and binding upon **us** and **you** and any respective successors in title; the **policy** may not otherwise be assigned by **you** without **our** prior written consent.

10 – Waiver

If **we** or **you** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of such rights at any subsequent time.

Exclusions applicable to Section 4 – Legal Protection

In addition to the General Policy Exclusions, the following exclusions apply to this **section**; this insurance does not cover:

1 – Pre-existing event or circumstance

Claim or **legal proceedings** relating to any event or circumstance occurring prior to or existing at the inception of the first **period of insurance** and which **you** knew or ought to have known was likely to give rise to a **claim** or to **legal proceedings**.

2 - Data Change

Legal expenses arising directly or indirectly from the failure of computer, data processing and any other electronic equipment or component, including microchips, integrated circuits and similar devices and/or any software to recognise, interpret or process any date as its true calendar date.

3 – Libel or Slander

Disputes relating to written or verbal remarks.

4 – Deliberate Acts

Any cause of action intentionally brought about by **you**.

5 – Dishonesty, violent or criminal acts

Claim for **legal expenses** relating to **your**:

- a. Actual or alleged dishonesty; or
- b. Actual or alleged violent behaviour.

6 – Legal expenses not agreed

Legal expenses incurred;

- a. Before **we** agree to pay them on **your** behalf;
- b. Where **you**:
 1. Pursue or defend a case without the agreement of **us** or in a different manner to or against the advice of the **appointed legal representative**;

2. Fail to give clear instructions in due time to **us**, to the **appointed legal representative** or to counsel or other persons instructed by the **appointed legal representative**;
- c. Where the **appointed legal representative** refuses to act on behalf of **you** for any reason other than a conflict of interest when Condition 3 – Acceptance of a **claim** and **our** right to refuse indemnity will apply;
- d. Where **you** are called as a witness without **our** prior written approval;
- e. Prior to issue of formal **legal proceedings**, this does not include correspondence by way of pre-action protocol or any mediation or other alternative dispute resolution procedure.
- f. In defending a **counterclaim** made against **you** by any party to the **legal proceedings**.
- g. Relating to any contract between **you** and the **tenant** or third party other than a **tenancy agreement** or a contract for the repair, **renovation** or reinstatement of the **building**.

7 – Delay and prejudicial acts

A **claim** where **you**, in **our** opinion, act in a manner which is prejudicial to the case, including being responsible for any delay, withdrawing instructions from the **appointed legal representative** or withdrawing from the case.

8 – Other Insurances

Legal expenses which can be recovered by **you** under any other insurance or which would have been covered if this **policy** did not exist except for any amount in excess of that which would have been payable under such other insurance.

9 – Fines and penalties

Fines, damages or other penalties which **you** are ordered to pay by a court or other authority.

10 – Judicial review

Legal expenses relating to any judicial review, whether within the **territorial limits** or not.

11 – Bankruptcy, Liquidation or Receivership

Claim for **legal expenses** when **you** are bankrupt, in liquidation, have made an arrangement with **your** creditors, have entered into a deed of arrangement, or all of **your** affairs or **buildings** are in care or control of a receiver or an administrator.

12 – Disagreement

Disputes with **us** or the **appointed legal representative**.

13 – First three months

A dispute which arises within the first three months of the **period of insurance** for which a **schedule** has been issued by **us** except where:

1. The current **schedule** is a continuation of a previous policy covering the same interest;
2. For a new **tenant**, the **tenancy agreement** becomes operative on or after the commencement of the **period of insurance** under this **policy**.

14 – References for tenants and deposit rents

Disputes and/or **legal proceedings** between **you** and a **tenant** where **you** or **your** letting or managing agent are unable to:

- a. Produce one satisfactory financial or credit reference for each **tenant** or guarantor;
- b. Prove that a minimum of one month's **rent** as deposit was obtained before letting the **building** to the **tenant**;
- c. Prove, by evidence of a certificate, that the **rent** deposit was collected and, where relevant, placed in a Tenancy Deposit Scheme in accordance with the Housing Act 2004, Tenancy Deposit Scheme (Scotland) Regulations 2011 or Residential Tenancies (Amendment) Act 2015 as applicable, each as from time to time amended, extended or re-enacted.

15 – Disputes

Claim relating to a dispute with:

- a. **Your** letting or managing agent
- b. **Us** except over the choice of **appointed legal representative** or arising from the handling of a **claim** as provided under Condition 4 – Legal Representation point c.

16 – Fraudulent claims or statement

Any **claim** which is in any respect overstated, false, reckless or fraudulent; if this happens, **we** will have the right to refuse to pay a **claim** or to void this **policy** in its entirety.

17 – Bodily injury, damage to property and breach of professional duty

Claim relating to **your** defence of any civil **claim** made or **legal proceedings** brought against **you** arising from:

- a. Bodily injury to or death, disease or illness of any person;
- b. Loss, destruction of or damage to any **property**;
- c. The alleged or actual breach of any professional duty.

18 – Trade, business profession

Claim arising from the ownership, use or occupation of the **building** for the conduct of any profession, **business** or trading activity other than the letting of that **building**.

19 – Multiple tenants

Claim relating to any dispute with multiple **tenants** in a single **building** where their liability is not joint and several.

20 – Rent, rates and land tribunals

Claim relating to **rent** registration, **rent** reviews, extending a lease, or any land tribunals which, in the first instance, is within the jurisdiction of **rent**, rates or land tribunals unless **you** are defending **legal proceedings** brought by **your tenant**.

21 – Mining, subsidence and heave

Claim arising from any dispute which relates to mining, other subsidence and **heave**.

22 – Government Public or Local Authority

Claim arising from any dispute with any government, public or local authority concerning:

- a. The compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on or loss or damage to any **building**;
- b. The actual, planned or proposed construction, demolition, closure, adoption or repair of roads, **buildings**, housing or other works except and only to the extent that the **claim** relates to **accidental damage** arising from such activities;
- c. The imposition of statutory charges;
- d. Any other cause of action unless **you** have suffered or could suffer pecuniary loss if **legal proceedings** are not pursued or defended.

23 – Intellectual Property

Claim relating to **legal proceedings** involving copyright(s), trademark(s), merchandise mark(s), unregistered design(s) or other intellectual property rights or secrecy and confidentiality agreement.

How to make a claim under Section 4 – Legal Protection

Claims should be reported to the legal helpline as soon as possible by telephoning **0333 234 3324** for assistance.

Arc Legal Assistance Limited, PO Box 8921, Colchester, CO4 5YD.
Telephone: 0344 770 9000
Email: claims@arclegal.co.uk

Please note that only **claim(s)** notified to the **claims administrator** during the **period of insurance** are covered by this insurance.

A claim form will be sent out to **you** by email, 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 calls may be recorded.

Claim forms can also be obtained from <https://claims.arclegal.co.uk>.

Once details of the **claim** have been sent to the **claims administrator** and it has been accepted in writing, they will either supply the name(s) of one or more solicitors or other suitably qualified and experienced person from their panel to act on **your** behalf or, in some cases, they may decide to carry out their own investigation of the **claim**.

Landlord Assistance Services

Legal advice

Our legal consultants are able to deal with any area of UK law. They will give **you** clear and practical advice to assist **you** in clarifying **your** legal position and what future steps to take.

The consultants will advise **you** on any personal legal matter, so whether **you** need advice on dealing with a noisy neighbour, a lease or **property**, a motoring matter or a consumer problem, the service is there to help **you**.

The service is completely confidential, and there is no limit on the number of times it can be used. Indeed, complex problems may best be dealt with over a series of calls. In addition, a correspondence service is available at the legal consultant's discretion to help assist with more complex issues. To use this service, please call **0333 234 3324**. **Your** immediate dependents can also use the service.

General Policy Conditions (applicable to all policy sections)

You must keep to the terms and conditions of this **policy**. Failure to do so may invalidate **your** claim.

1 – Cancellation

a. **Your** Cancellation Rights

You have the right to cancel the cover within a period which begins fourteen (14) days from the start of the **period of insurance** or on receiving **your policy**, whichever is the latter (this period is referred to as the “cooling off period”). **You** should exercise this right by contacting **your broker**.

If **you** exercise **your** right to cancel during the “cooling off period,” **you** will be entitled to a return of the premium, provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current **period of insurance**. If **you** do not exercise **your** right to cancel during the “cooling off period,” the **policy** premium becomes due.

If the “cooling off period” has expired, **you** may cancel the **policy** during the **period of insurance** by contacting **your broker**. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current **period of insurance**, **you** will be entitled to a proportionate return of the premium paid, less any cancellation fee **your broker** may charge. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premiums due.

b. **Our** Cancellation Rights

We may cancel this **policy** by giving **you** fourteen (14) days’ notice in writing sent to **your** last known address on **your schedule**. **You** will be entitled to a proportionate return of the premium in respect of the unexpired **period of insurance**. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

The reasons **we** may cancel **your** insurance include:

- a change in circumstances, where cover can no longer be provided;
- lack of cooperation or failure to supply information/documentation;
- threatening or abusive behaviour.

2 – Changes in circumstances

You must immediately tell **us** about any change in **your** circumstances. **Your broker** may charge an amendment fee. In particular, **you** must notify **us** if there is a change to:

- a. The address of the **property** insured;
- b. The use of the **building** (including if the **property** becomes **unoccupied**). If **your property** is not going to be lived in by a **tenant** for more than 90 consecutive days, **you** must advise **your broker** immediately in order to provide **us** with the opportunity to review the risk; or
- c. The structure of the **building**.

You must tell **us** if, at any time, the:

- d. Total cost of rebuilding the **building** or the total cost of replacing the **contents** is greater than the **sum insured**;
- e. **Your tenants** are in rent arrears or are subject to eviction proceedings under the 1988 Housing Act or any amending, superseding or equivalent legislation.

3 – Unoccupied Properties

If the **buildings** become **unoccupied** during the **period of insurance** or are **unoccupied** at the start of this insurance, the following will apply:

We will cover **you** for loss or damage to the **buildings** only, whilst **you** are waiting for a **tenant** to move in or whilst the **building** is undergoing **renovation**, for a maximum of 90 consecutive days starting from the day the last **tenant** moved out, provided that:

- a. **You** or **your** agents inspect the **buildings** internally and externally at least every seven days;
- b. The water, gas and electricity supplies are turned off at the mains, and the water system drained except where required to be maintained for central heating and the thermostat set to a minimum temperature of 15 degrees centigrade from October to March;
- c. The **buildings** are kept secured by:
 1. The use of mortice deadlocks conforming to BS3621 or close-shackle padlocks with matching locking bar on all external doors or shutters;
 2. The use of window locks – where locks are not fitted, windows must be screwed shut;

3. Repairing any broken or defective windows or boarding them externally using 19mm thickness shuttering grade plywood adequately braced and secured against forced entry;
4. Sealing all letterboxes or fitting a stout steel cage internally.
- d. The **buildings** and all yards and areas surrounding the **buildings** are kept free from fuel and all combustible materials.
- e. **You** must keep a record of all inspections; **we** must be able to inspect **your** records at any time.
- f. If the **buildings** are broken into or vandalised, **you** must immediately:
 1. Follow the claims procedure set out in this **policy**; and
 2. Keep a record of any necessary work and inspections; **we** must be able to inspect **your** records at any time.

Whilst the **buildings** are **unoccupied**, **we** will not cover loss or damage:

- a. Arising from insured perils h, i, j, k and n;
- b. Arising from Section 1 – Property Damage and Policy Benefit 1 – Accidental Damage;
- c. To **contents**.

If at the end of 90 consecutive days, the **buildings** are still **unoccupied**, then all cover under this **policy** will cease except as otherwise agreed by **us**.

4 – Maintenance and safety requirements

- a. All gas and electrical appliances and installations must be inspected as required by the appropriate Legislation. Records of all inspections/work including repairs, replacement, maintenance and servicing undertaken and the appropriate documentation/certificate issued must be kept by **you** or a responsible person acting on **your** behalf. **We** must be able to inspect these records upon request;
- b. All upholstered furniture must satisfy all requirements of The Furniture and Furnishings (Fire Safety) Regulations and any amendments thereto;
- c. **You** must give **your tenants** all relevant instruction manuals;
- d. Smoke alarms and carbon monoxide alarms must be fitted, tested and in good working order.

5 - We ask of you

You shall take care:

- a. To prevent accident and any injury or loss or damage;
- b. If the **buildings** are tenanted, **you** or **your** agents must inspect the **building** both internally and externally at least every six months, and a written record of these inspections must be kept and made available to **us** on **our** request;
- c. To observe and comply with statutory or local authority laws, obligations and requirements;
- d. In the selection and supervision of employees;
- e. To maintain the **property** insured, used in connection with the **business** in an efficient and safe working order;
- f. To minimise the damage and to avoid interruption or interference with the **business** and to prevent further injury or damage.

6 – Personal representatives

If **you** die, **your** personal representatives will have the benefit of this **policy** for the rest of the current **period of insurance** as long as:

- a. They tell **us** about **your** death; and
- b. They keep to all terms and conditions of this **policy**.

7 – Fraud

If **you** make a fraudulent claim under this insurance contract:

- a. **We** are not liable to pay the claim; and
- b. **We** may recover from **you**, any sums paid by **us** to **you** in respect of the claim; and
- c. By notice to **you**, **we** may treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under clause (7)(c) above:

- a. **We** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- b. **We** need not return any of the premiums paid.

8 – Governing law

Under UK law, **you** and **we** can choose the law that will apply to this contract. Unless **you** and **we** have agreed otherwise, this contract will be governed by English law.

9 – Subrogation (our rights of recovery)

Any claimant under this **policy** shall, at **our** request and expense, take or permit to be taken all steps for enforcing rights against any other party in **your** name, before or after **we** make payment.

We agree to waive any such rights to which **we** might become entitled by subrogation against:

- a. Any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**;
- b. Any company which is a subsidiary of a parent company of which **you** are a subsidiary;

in each case as defined by the current law at the time of the loss or damage.

10 – Rights of Third Parties

A person or company who was not a party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this **policy**, but this does not affect any right or remedy to a third party which exists or is available apart from such Act.

11 – Discharge of Liability

For any claim or series of claims involving legal liability covered by this **policy**, **we** will pay:

- a. Up to the limit shown on **your schedule** for any one **period of insurance** (less any amounts already paid by **us**); or
- b. Any lower amount for which **we** can settle **your** claim.

Once **we** have made the payment, **we** will have no further liability in connection with **your** claim, apart from paying costs and expenses **you** incurred before the payment date, or reclaiming any costs and expenses incurred by **us**.

12 – Other Insurances

If at the time of any loss or damage, there is any other insurance covering such loss or damage, **we** will only pay **our** rateable proportion of such loss.

13 – Administration Fee

Your broker may charge an administration/cancellation fee for every alteration to the **policy** made by **you** except for circumstances connected with the death of the policyholder, or failure to renew or notification of changed bank details. Please refer to **your schedule** for further information on what these charges are.

General Policy Exclusions

The following exclusions are applicable unless stated to the contrary in any **section**. **We** will not cover:

1 – Terrorism

- a. Loss or damage or loss of rent or alternative accommodation in England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Seas Act 1987) nor the Channel Islands nor the Isle of Man, occasioned by or happening through or in consequence directly or indirectly of **terrorism**.
- b. Loss or damage or loss of rent or alternative accommodation in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of:
 1. Riot, civil commotion, (except in respect of loss or damage or loss of rent or alternative accommodation by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.
 2. This insurance also excludes loss or damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

2 – Territorial Limits

Loss or damage, injury or liability arising out of any occurrence outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, except where stated to the contrary.

3 – Existing Damage and Deliberate Damage

- a. Any loss or damage occurring before the start of this **policy**;
- b. Any loss or damage deliberately caused by **you** or anyone working on **your** behalf.

4 – Use of the Buildings

- a. Any loss or damage caused by cooking in rooms other than rooms that are fitted and designed as kitchens;
- b. Any loss or damage caused by any heating appliance other than ducted warm air or water-filled radiators, directly fired fixed heating systems, electric wall mounted or fixed storage heaters;
- c. Costs for keeping to any requirements or regulations **you** knew of before the loss or damage occurred.

5 – Loss of value and indirect loss

- a. Loss of value of the **buildings, contents** or any other **property** insured;
- b. Any indirect losses associated with the incident that caused **you** to claim, unless otherwise insured under Section 2 – Loss of Rent or Alternative Accommodation.

6 – Wear and Tear

Any loss or damage caused by wear and tear or any gradually operating cause.

7 – Animals, insects or vermin

Any loss or damage caused by animals or by insects or vermin.

8 – Pairs and sets

The cost of replacing or altering any undamaged part or item forming part of a set.

9 – Property not covered

Loss or damage or injury to:

- a. Living creatures;
- b. Motorised vehicles, trailers, caravans, or their spare parts and accessories;
- c. **Property** more specifically insured by any other policy;
- d. Shop fronts in the **buildings** and the glass therein;
- e. Any claim for landlord **contents** in the non-domestic part of the **buildings**;
- f. Plants, trees and shrubs in the garden unless otherwise specifically stated in the **policy**.

10 – Radioactive contamination

Loss or damage or legal liability directly or indirectly caused by:

- a. Ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from the burning of nuclear fuel;
- b. The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

11 – Confiscated Property

Property being confiscated or detained by any government or public or local authority.

12 – Sonic bangs

Loss or damage from pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.

13 – War risks

Any consequence whether direct or indirect of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

14 – Northern Ireland

Loss or damage to any **property** in Northern Ireland caused:

- a. Unlawfully, maliciously or wantonly by three or more persons unlawfully, riotously or tumultuously assembled together; or
- b. As a result of an act committed maliciously by a person acting on behalf of, or in connection with, an Unlawful Association act of **terrorism**.

For the purposes of this exclusion, Unlawful Association means any organisation which is engaged in **terrorism** and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Criminal Damage (Compensation) (Northern Ireland) Order 1977.

In any action, suit or other proceedings where **we** allege that by reason of the provisions of this exclusion, any loss or damage is not covered by this **policy**, the burden of proving that such loss or damage is covered shall be upon **you**.

15 – Change in Water Table

Loss or damage attributable solely to changes in the water table level.

16 – E-Risks

- a. Loss or damage to any **computer equipment** consisting of or caused directly or indirectly by:
 1. Programming or operator error whether by **you** or any other person;
 2. **Virus or similar mechanism**;
 3. Hacking;
 4. Malicious persons;
 5. Failure of external networks unless in respect of points 1, 2, 3 above, such loss or damage results from a concurrent or subsequent cause not excluded by this or any other **policy** exclusion.
- b. Any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or damage described in point a. of this exclusion unless, in respect of point a, 1-3 above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other **policy** exclusion;
- c. Loss or damage to any **property** other than **computer equipment** where it arises directly or indirectly out of loss or damage to any **computer equipment** of the type described in point a above, in respect of loss or damage to other **property** arising from point a, 1-3 above, resulting from a concurrent or subsequent cause not excluded by this or any other **policy** exclusion;
- d. Loss or damage either to **computer equipment** or any other **property** where it consists of or arises directly or indirectly out of:
 1. The erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons;
 2. The erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in point d - 1 above;

3. Any **misrepresentation**, use or misuse of information on computer systems or other records, programs or software.
4. Unless, in respect of point d, 2 - 3 above, such loss or damage results from a concurrent or subsequent cause not excluded by this or any other **policy** exclusion.
5. Any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or loss or damage described in point c and d of this exclusion unless, in respect of point c, d, 2 -3 above the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other **policy** exclusion.

For the purpose of this Exclusion 16 - E-Risks:

Computer Equipment

Means computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether it is **your** property or not, whether tangible or intangible and including without limitation any information, programs or software.

Virus or Similar Mechanism

Means any programme code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self-replication or not), including but not limited to “Trojan Horses,” “Worms” or “Logic Bombs.”

Hacking

Means unauthorised access to any **computer equipment**, whether it is **your** property or not, which processes, stores, transmits or retrieves data.

Claims Procedures and Conditions

To make a claim under the Legal Protection, please refer to Section 4

1 – Claims – Action required by you (excluding Legal Protection)

You shall in the event of any injury, loss or damage or loss of rent as a result of which a claim is or may be made under this **policy** and again upon receipt by **you** in writing of any notice of any claims or legal proceeding:

- a. Notify **us** within 30 days (or seven days in the case of injury, loss or damage or loss of rent, by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft);
- b. Notify **us** immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, loss or damage or loss of rent which may form the subject of a claim under this **policy**;
- c. Notify the police and obtain a crime reference number as soon as it becomes evident that any loss or damage has been caused by theft or malicious persons;
- d. Pass immediately, and unacknowledged, any letter of claim to **us**;
- e. Carry out and permit to be taken any action which may be practicable to prevent further injury, loss or damage or loss of rent;
- f. Retain unaltered and un-repaired anything in any way connected with the injury, loss or damage or loss of rent for as long as **we** may require;
- g. Provide **us**, at **your** own cost, with any information or documents that **we** ask for, including;
 1. If required, a statutory declaration of the truth of the claim;
 2. Details of any other insurance covering the subject matter of the claim under this **policy** and any matters connected with it;
- h. Make available at **your** expense any documents required by **us** with regard to any letter of claim;
- i. Not pay or offer or agree to pay any money or make any admission of liability without **our** prior consent;
- j. Allow **us** in **your** name and on **your** behalf to take over and, during such periods as **we** think appropriate, to have control of all negotiations and proceedings which may arise in respect of any claims and the settlement thereof and co-operate fully with **us** for that purpose.

No claim under this **policy** shall be payable and any payment on account of a claim already made shall be repaid to **us**, if the terms of this Policy Condition are not complied with.

2 – Claims – Our rights

In respect of injury, loss or damage or loss of rent for which a claim is made, **we** and any person authorised by **us** may, without incurring any liability or diminishing any of **your** rights in respect of the cover under this **policy**, enter premises where such injury, loss or damage or loss of rent has occurred, and take possession of or require to be delivered to **us** any **property** insured, and to deal with such **property** for all reasonable purpose and in any reasonable manner.

No **property** may be abandoned to **us**, whether taken possession of by **us** or not.

We will not pay for any claim unless the terms of these Conditions have been complied with.

Notifying your claim

If **you** wish to make a claim, **please** contact **us**.

AmTrust Europe Claims Team

0115 934 9818

(lines are open 9am - 5pm Mon-Fri, calls are charged at standard rate)

When submitting a claim, **you** must give **your policy** number.

Complaints Procedure

If your complaint is about your policy or how it was sold to you

If **you** have a query or complaint regarding the way the **policy** was sold, or the administration of **your policy**, **you** should refer to **your broker** who sold the **policy** to **you**.

If your complaint is about your claim

At AmTrust Europe Limited, **we** are committed to providing a high level of service at all times but, if **you** believe that **we** have not delivered the service **you** expected, **we** want to hear from **you** so **we** can try to put things right. If **you** wish to make a complaint about a claim under **your policy** please contact:

AmTrust Europe Complaints
AmTrust Europe Limited
Market Square House
St James's Street
Nottingham
NG1 6FG
Telephone: 0115 934 9852 (lines are open 9am - 5pm Mon-Fri, calls are charged at standard rate)
Email: complaints@amtrusteu.co.uk

We will contact **you** within three days of receiving **your** complaint to inform **you** of what action **we** are taking. **We** will try to resolve the problem and provide **our** response within four weeks. If it will take **us** longer than four weeks, **we** will explain the current position and let **you** know when **you** can expect **our** response.

Referring your Complaint to the Financial Ombudsman Service

In the event that **you** are unhappy with **our** response to **your** complaint, or **you** have not received **our** response within 8 weeks of the date **we** received **your** complaint, **you** may be eligible to refer **your** case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but **you** must do so within 6 months of receiving **our** final response. Further information can be found at:

www.financial-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when **we** have not been able to resolve matters to **your** satisfaction and the service they provide is free and impartial.

Their contact details are as follows:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Telephone: **0800 023 4567** (calls to this number are free on mobile phones and landline) or **0300 123 9123** (Calls to this number cost no more than calls to 01 and 02 numbers).
Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect any legal rights.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at: **www.fscs.org.uk** or be contacted on **0207 741 4100**.

Privacy & Data Protection Notice

1. Data Protection

We are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is AmTrust Europe Limited. Below is a summary of the main ways **we** process **your** personal data. For more information, please visit **our** website at www.amtrusteurope.com.

2. How we use your personal data and who we share it with

We may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes, and to provide **you** with information, products or services that **you** request from **us** or which **we** feel may interest **you**. **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 provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

4. Disclosure of your Personal Data

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

5. International Transfers of Data

We may disclose **your** personal data to destinations outside the European Economic Area ("EEA"). Where **we** transfer **your** personal data outside of the EEA, **we** will ensure that it is treated securely and in accordance with the Legislation.

6. Your Rights

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

7. Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **our** data retention policy. In most cases, the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements. If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

AmTrust Europe Limited

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St James's Street
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NG1 6FG
Tel: 0115 941 1022
Email: nottingham@amtrusteu.co.uk

Company Registered Number: 1229676
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Member of the Association of British Insurers.

RPOPW00301092021



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