

Property Owners Insurance



SAGIC

Insurance that changes lives

Policy Document



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SAGIC's profits support the work of The Salvation Army

IMPORTANT NOTICE – COOLING OFF PERIOD

This Policy is subject to a 'cooling-off' period. Under this, if you decide within 14 days of receiving the Policy that you do not wish to continue with the insurance, you may cancel your cover within this period and get all your money back as long as you have not made any claims.

Please read your Policy carefully as soon as possible so that you can satisfy yourself that it meets your requirements before the end of the cooling-off period.

WELCOME TO SAGIC

Thank you for choosing SAGIC for your **property** insurance and I hope that you will be happy with your Policy and the reassurance it provides.

SAGIC is wholly owned by The Salvation Army and all profits are returned to them to support their charitable activities.

Your policy is made up of this booklet and your schedule which details the sections of cover you have chosen. Please keep these documents in a safe place so that you may refer to them if you ever need to make a claim. The sections and levels of cover provided under this policy are based upon information provided by you to us therefore please check the schedule to ensure that the cover meets your needs.

A handwritten signature in black ink, appearing to read 'Gordon Dewar', is centered on the page. The signature is fluid and cursive, with a large initial 'G'.

Gordon Dewar
Managing Director
The Salvation Army General Insurance Corporation Limited

YOUR INSURANCE POLICY

This is ***your*** insurance Policy setting out the terms of the contract ***you*** have made with The Salvation Army General Insurance Corporation Limited, known as SAGIC, and the other insurers as named in the Policy, for the ***period of insurance*** stated in ***your*** insurance schedule. When ***your*** Policy falls due for renewal and ***you*** decide to renew the insurance with ***us***, ***you*** will receive an up-dated Schedule, which should be inserted in this booklet.

You are requested to read this document carefully to gain a full understanding of what is and what is not covered by this insurance Policy. There are some words in the Policy text that need to be defined so that their meaning in the context of this Policy is understood. These words are shown in the 'LIST OF DEFINITIONS' and they bear the defined meaning where they appear in the Policy wording in bold italic print.

This Policy wording provides details of all of the cover that is available. ***Your*** Schedule sets out the Sections of the Policy that ***you*** have decided to purchase and, where applicable, the items insured, sums insured, limits, ***excesses***, etc. ***You*** should examine the details carefully to ensure that the information shown is correct. If any changes are necessary or ***you*** wish to change any of the cover by purchasing additional extensions or cancelling an existing extension, please contact ***us*** immediately.

The Application and the Declaration completed by ***you*** and all the information ***you*** supplied during the proposal stage are incorporated in and form part of this Policy, this information will be sent to you in the form of a statement of fact for you to check.

It is important that the information contained in the Statement of Fact is correct as this may affect your cover, if you wish to change anything you must contact us immediately.

In return for the payment of the premium by ***you***, ***we*** will provide insurance in accordance with the Policy cover for those Sections shown in ***your*** Schedule.

LAYOUT OF YOUR POLICY

It is important that **you** know how to make a complaint or **claim** under **your** insurance so the details of the **Complaints Procedures** and the **Claims Procedures** appear at the front of the Policy booklet.

General Exclusions and **General Conditions** are a very important part of the contract, so to enable **you** to find them easily, appear next in the Policy booklet.

Next, **we** set out the insurance coverage available under the Policy. **Your** insurance schedule sets out the details of which sections of the Policy **you** have purchased and so apply to **your property**.

Finally, **we** know that a **claim** does not only affect **us**, but also causes **you** inconvenience and distress so **we** have included some useful advice on precautions to take to reduce the possibility of loss in certain circumstances.

The full layout of **your** Policy is shown under the heading contents overleaf.

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THE INSURERS

You have purchased this Policy from SAGIC but some parts of the cover may be provided by other insurers and **you** have a contract with those other insurers in respect of their sections of the Policy. Details of the insurers and the parts of the cover that they underwrite are shown below.

The insurance cover provided by this Policy is written by:

Insurer
<p>The Salvation Army General Insurance Corporation Limited Faith House, 23-24 Lovat Lane, London, EC3R 8EB (Registered No 101704 England) Tel: 0300 030 1865 Fax: 0300 030 1866 Email: General Enquiries: customer@sagic.co.uk Claims: claims@sagic.co.uk Complaints: complaints@sagic.co.uk www.sagic.co.uk</p>
<p>Arc Legal Assistance Limited (underwritten by AmTrust Europe Limited) The Gatehouse, Lodge Park, Lodge Lane, Colchester CO4 5NE (Registered No 4672894 England) Tel: 0344 770 9000 http://www.arclegal.co.uk/</p>

Sections Written
<p>1 – Buildings 2 – Contents (New for Old) 3 – Public Liability 4 – Employers' Liability</p>
<p>5 – Landlords Legal Expenses</p>

SAGIC is authorised by the **Prudential Regulation Authority (PRA)** and regulated by the **Financial Conduct Authority (FCA)** and **Prudential Regulation Authority** and *you* can check their status on the FCA Register, in the following ways:

On the FCA website at www.fca.org.uk/register/

By telephoning the FCA Consumer Helpline on 0800 111 6768

By writing to the FCA Consumer Helpdesk, 25 The North Colonnade, Canary Wharf, London E14 5HS

SAGIC are members of:

Financial Ombudsman Service

Financial Services Compensation Scheme

Association of British Insurers

USEFUL CONTACT TELEPHONE NUMBERS

The following information is supplied to enable **you** to contact the right person in **our** organisation quickly.

Alterations to or questions concerning *your* Policy:

To amend **your** Policy or ask a question about it, please contact SAGIC's Personal Insurances Customer Services Team on **our** Lo-call number (for the cost of a local call from any UK landline or free in some call plans):

SAGIC CUSTOMER SERVICES: 0300 030 1865

You can also contact **our** Customer Services Team by email to: **customer@sagic.co.uk**

Claims under all Sections of this Policy other than 5 – Landlords Legal Expenses

If **you** wish to make a **claim** or if **you** have any **claims** questions under any part of the Policy, please contact the SAGIC Claims Line on **our** Lo-call number: (for the cost of a local call from any UK landline or free in some call plans):

SAGIC CUSTOMER SERVICES: 0300 030 1865

There is an emergency 'out of hours' facility available on this number to assist in a crisis when **our** office is closed. This facility is available for claims under Sections 1 and 2 of the Policy.

In order to ensure that this service is available promptly to those who really need it in an emergency, please do not select it if **you** are advising a non-urgent **claim** or querying the status of a **claim** or if the claim falls under any Policy Section other than 1 or 2.

You can also report a **claim** by email on: **claims@sagic.co.uk**. If **you** are making a first report of a **claim** in this way, please give brief details of the circumstances, the date of the incident and, if possible, an indication of the monetary amount likely to be involved so that we can deal with your **claim** more efficiently.

For the full **claims** procedures see page 14.

Claims under Section 5 – Landlords Legal Expenses

Section 5 procedures for **claims** and complaints are set out in full on page 62. For **claims** under this section call Arc Legal Assistance Ltd on **0344 770 1040**.

LIST OF DEFINITIONS These definitions appear in bold italic text throughout the Policy. They do not apply to Section 5 – Landlords Legal Expenses; the definitions of that section appear on page 52.

ACCIDENTAL DAMAGE	Sudden, unintentional and unexpected physical breakage or damage that can be seen.
BODILY INJURY	Death, illness, injury or disease.
BUILDING/BUILDINGS	Your property including garages, sheds, greenhouses and other domestic outbuildings, and landlords' fixtures and fittings therein and thereon, paved terraces, patios, drives, paths, walls, gates and fences, sunken swimming pools, fishponds and ornamental ponds and hard tennis courts, on the site of your property .
BUSINESS	The Business as shown in the Schedule including: <ul style="list-style-type: none">(a) ownership, maintenance and repair of the property.(b) private work undertaken with your prior consent by employees for any of your directors or senior officials.(c) participation in trade shows and exhibitions.
CLAIM	A single loss or series of losses arising from one event for which cover is provided by this Policy.
CONTENTS	Fixtures and fittings (not forming a permanent part of the structure), household goods, furniture, furnishings belonging to you or for which you are responsible as landlord subject to the following exclusions: <ul style="list-style-type: none">(a) Stock and materials in trade.(b) Deeds, bills of exchange, promissory notes, cheques, securities for money, share certificates, documents of any kind.(c) Valuables.(d) Property more specifically insured.(e) Business books, plans, specifications, designs and computer records.
COSTS AND EXPENSES	<ul style="list-style-type: none">(a) Legal costs and expenses recoverable from you by any claimant.(b) Defence costs and expenses incurred with our written consent.

EXCESS/EXCESSES

The amount of the **claim** for which **you** are responsible.

EMPLOYEE

Any person while working for **you** in connection with the **business** who is:

- (a) under of contract of service of apprenticeship with **you**.
- (b) borrowed by or hired to **you**.
- (c) a labour master our supplied by a labour master.
- (d) employed by labour only sub-contractors.
- (e) self-employed.
- (f) under a work experience or training scheme
- (g) a voluntary help while working under **your** control in connection with the **business**.
- (h) an outworker or home worker when engaged in work on **your** behalf.
- (i) regarded as being in **your** employment under the terms of any contract or agreement.

FEES

The fees of architects, surveyors and other professionals that **you** incur in connection with the repair of damage to the **buildings**. **Our** prior permission is required before such fees are incurred. Fees that **you** have to pay in connection with the preparation of **your claim** are not covered.

LOCAL AUTHORITY
REQUIREMENTS

The additional costs **you** have to pay to repair damage due to the need to comply with any Government or Local Authority requirements or regulations, but excluding any costs relating to requirements or regulations which were notified to **you** before the loss or damage occurred.

MOTOR VEHICLE

Any electrically or mechanically propelled vehicle for adults or children.

Motor vehicle does not include any:

- (a) vehicle used only as domestic gardening equipment within the **building's** boundaries.
- (b) vehicle designed to help disabled people provided the vehicle is not required to be registered for road use.
- (c) battery operated golf cart or trolley.
- (d) pedestrian controlled toy or model.

MONEY	Cash, bank and currency notes, cheques, money and postal orders, postage stamps which are not part of a stamp collection, savings stamps and savings certificates, premium bonds, luncheon vouchers, travellers cheques, travel season tickets and gift tokens. Any money, as defined, relating to your business is not covered.
PERIOD OF INSURANCE	The period shown on your schedule for which we agree to accept and you have paid the premium.
PROPERTY	The buildings as defined as the risk address on your Schedule.
REMOVAL OF DEBRIS	The cost of removing debris, demolishing, propping or shoring up parts of the buildings which have been damaged. Our prior consent is required except where immediate action is needed in the interest of public safety.
TERRITORIAL LIMITS	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
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, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.
UNOCCUPIED	Buildings or any part thereof that are not lived in by anyone for a period of more than 90 consecutive days. After 31 days you must follow the unoccupancy condition on page 22
VALUABLES	Jewellery, watches, furs, articles containing gold, silver or other precious metals, works of arts, sets of stamps, coins and medals.
WE/US/OUR	The Salvation Army General Insurance Corporation Limited.
YOU/YOUR	The person, persons, company, companies, partnership, partnerships or unincorporated association named in the Schedule.

COMPLAINTS PROCEDURES

The Complaints Procedures apply to all Sections of the Policy other than Section 5 Landlords Legal Expenses Insurance. The procedures applying to Section 5 Landlords Legal Expenses are set out on Page 63.

SAGIC aims to give excellent, friendly service, and to handle claims promptly in a fair and efficient manner. **We** will undertake **our** dealings with **you** with this aim in mind and **we** are committed to working within the spirit of The Financial Conduct Authority's requirements for Treating Customers Fairly.

However, **we** recognise that sometimes things go wrong and circumstances may arise where **you** feel **you** have cause for complaint.

If **you** have purchased this policy from a broker please initially submit **your** complaint to them (please see **your** policy schedule for contact details), alternatively if **you** have purchased this policy direct from SAGIC or if **your** broker is unable to resolve **your** complaint then please contact:

The Managing Director
The Salvation Army General Insurance Corporation Limited
Faith House, 23-24 Lovat Lane, London, EC3R 8EB
Tel: 0300 030 1865
Email: complaints@sagic.co.uk

Should **you** remain dissatisfied, please write to SAGIC's Chairman at the same address, further to this if the matter is not resolved to **your** satisfaction **you** may ask the FINANCIAL OMBUDSMAN SERVICE (FOS) to review **your** case.

Please note that the FINANCIAL OMBUDSMAN can investigate a complaint if:

- (i) **You** have given **us** an opportunity to resolve **your** complaint.
- (ii) **You** are not a business with a group turnover of at least €2,000,000 and have fewer than 10 employees.
- (iii) The matter is not the subject of legal proceedings or arbitration.
- (iv) The dispute is not between **you** and someone else's insurer.
- (v) The complaint does not concern **our** level of premiums or **our** decision as to which risks to cover.

WHAT WILL HAPPEN IF **YOU** COMPLAIN

Where possible **we** will resolve **your** complaint within one business day.

Otherwise:

- **We** will acknowledge **your** complaint as quickly as possible and, in any event, within two working days of receipt.
- **We** aim to resolve complaints within 5 working days. If **we** cannot achieve that, **we** will keep **you** informed each week on the progress of **your** complaint.
- **We** receive a small number of complaints and those **we** do get can usually be resolved within a few days. However, occasionally more detailed inquiries may be required and if this happens **we** will do **our** best to complete those inquiries in the shortest possible time.
- Once **we** have completed **our** investigation of **your** complaint **we** will respond with a decision in writing.

If **your** complaint has been reviewed by both **our** Managing Director and **our** Chairman and **you** are unhappy with the response **you** have been given or if **we** have not completed **our** investigation after 8 weeks, **you** can refer the complaint to the Financial Ombudsman Service, as mentioned above. **We** are bound by the decision of the Financial Ombudsman, but **you** are not.

THE FINANCIAL OMBUDSMAN SERVICE CAN BE CONTACTED AT:

South Quay Plaza, 183 Marsh Wall, LONDON E14 9SR
Telephone: **0300 123 9 123** Fax: **020 7964 1001**
Email: **complaint.info@financial-ombudsman.org.uk**

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

The Financial Services Compensation Scheme (FSCS) was set up to protect customers should an insurer go out of business and be unable to meet its liabilities or pay **claims**.

If one of the insurers on this Policy fails in this way, **you** may be entitled to compensation from FSCS.

The FSCS protection for insurance claims is 90% of the **claim** with no upper limit in respect of UK insurance policies issued by a UK authorised insurer. This Policy and the insurers involved in providing the cover meet these requirements.

For further information, contact the:

Financial Services Compensations Scheme
7th floor, Lloyds Chambers, Portsoken Street, London E1 8BN
Telephone: **0800 678 1100** or **0207 741 4100**, Fax: **020 7892 7301**
Email: enquiries@fscs.co.uk **Website:** www.fscs.org.uk

CLAIMS PROCEDURES (see also General Condition 3 on Page 21)

Set out below are *your* and *our* responsibility in connection with *claims* under this Policy.

If *you* fail to comply with any of *your* responsibilities shown below, we may at *our* option refuse to deal with *your claim* or reduce the amount for payment as we deem appropriate and we may cancel *your* Policy.

YOUR RESPONSIBILITIES IN RESPECT OF CLAIMS INVOLVING LOSS OF OR DAMAGE TO *YOUR* PROPERTY AS INSURED BY SECTIONS 1, 2

1. Give immediate notification to the police if the *claim* involves property that is lost, stolen, damaged maliciously or damaged by rioters.
 2. Report the *claim* to *us* as soon as practicable and in any event within 31 days of the occurrence.
 3. Provide all information and assistance that *we* may reasonably require without delay, including access to the site of the incident to enable *us* to deal with *your claim*.
 4. Take all reasonable steps to recover any lost or stolen property and advise *us* as soon as practicable of any such property that is returned to *you*.
 5. At *your* expense provide *us* with estimates, proof of ownership and/or of value to support *your claim*.
 6. Not abandon any property to *us*.
 7. Allow *us* to take over and conduct in *your* name the defence or settlement of any *claim* or prosecute in *your* name for *our* benefit any *claim* against another party for indemnity or damages or otherwise.
 8. Do not dispose of any damaged property without gaining *our* prior approval.
-

YOUR RESPONSIBILITIES IN RESPECT OF CLAIMS BEING MADE AGAINST *YOU* FOR *YOUR* LEGAL LIABILITY AS INSURED UNDER SECTIONS 3 or 4

You must:

1. Notify *us* immediately if someone is making a claim against *you*.
2. Not make any promise to pay or any admission of liability.
3. Send any letter or document to *us* unanswered.

YOUR RESPONSIBILITIES IN RESPECT OF CLAIMS YOU WISH TO MAKE UNDER SECTION 5 – LANDLORDS LEGAL EXPENSES INSURANCE

For **your** responsibilities under Section 5 – Landlords Legal Expenses, please refer to that section of the Policy.

OUR RESPONSIBILITIES IN RESPECT OF ALL SECTIONS OF THE POLICY

We will:

1. Deal with **your claim** fairly and promptly.
 2. Acknowledge **your** initial notification of the **claim** and send **you a claim** form or advise **you** the action **you** need to take.
 3. Keep **you** informed on the status of **your Claim** from time to time.
 4. Once the **claim** is agreed, settle the **claim** promptly in accordance with the appropriate Basis of Settlement set out in this Policy.
 5. Give **you** an explanation of the reasons if **we** turn down **your** claim or any part of it.
-

GENERAL EXCLUSIONS THAT APPLY TO ALL SECTIONS OF THE POLICY OTHER THAN SECTION 5

This Policy does not cover:

1. **ASBESTOS**

Liability arising from or contributed to by the manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials or products containing asbestos or asbestos fibres or dust.

2. **BREAKDOWN**

Mechanical or electrical breakdown, fault or failure.

3. **COMMUNICABLE DISEASES**

The transmission by **you** or any **employee** of:

- (a) Human Immunodeficiency Virus (HIV) and/or any HIV related illness, Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused.
- (b) any communicable disease.

4. **COMPUTER FAILURE**

Any **claim**, loss, liability or expense caused by or arising directly or indirectly from or in any way relating to the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether or not it is **your** property, to:

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

but this shall not exclude subsequent loss of or damage to **your** property specifically insured by the Policy or any loss or damage not otherwise excluded which itself results from:

Fire, Smoke, Explosion, Lightning, Earthquake, Riot, Civil Commotion, Strike, Labour or Political Disturbance, Malicious Person, Vandals, Escape of Water or Oil from any fixed water or heating installation, Theft or Attempted Theft, Impact involving aircraft, aerial device or anything falling from them or by a vehicle or animal.

This exclusion does not apply to any cover for Liability to **employee**.

5. CONFISCATION

Confiscation or requisition by order of any government or public body.

6. CONSEQUENTIAL LOSS

Consequential loss of any kind or description incurred by **you** or **your employee**.

7. DELIBERATE DAMAGE

Any deliberate, malicious or willful act by **you** or any **employee**.

8. EXISTING DAMAGE

Any loss or damage occurring before the cover by this Policy commences.

9. POLLUTION OR CONTAMINATION

Any loss damage or liability arising from pollution or contamination unless caused by a sudden and unforeseen and identifiable accident.

All pollution which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

10. RADIOACTIVE CONTAMINATION AND CONFISCATION

Any loss or damage to property, legal liability, expense, consequential loss or **bodily injury** directly or indirectly caused by or arising from or contributed to by nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

- (b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear assembly or nuclear component.
- (c) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

11. REDUCTION IN VALUE

Any reduction in value of the property insured following a **claim** settlement.

12. SONIC BANGS

Loss or damage caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

13. TERRORISM

- (a) In respect of Sections 3 (Public Liability) and 4 (Employers' Liability):

Other than to any **employee**, liability to third parties or any liability incurred by **you** for damages, costs and expenses directly or indirectly caused by, resulting from or in any connection with any act of **terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**,

- (b) In respect of all other sections of the Policy

Any loss of or damage to property, legal liability, expense, consequential loss or **bodily injury** directly or indirectly caused by, resulting from or in connection with any act of **terrorism** involving:

- (i) Contamination or the threat of Contamination.
- (ii) Any action taken in controlling, preventing or in any way relating to Contamination or threatened Contamination.

regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

For the purpose of this exclusion Contamination means the contamination, poisoning or prevention and/or limitation of the use of property or objects due to effects of any substance or process.

If **we** allege that by reason of this exclusion any loss, damage, expense, liability or consequential loss is not covered by this insurance the burden of proving the contrary shall be upon **you**.

14. WAR RISKS

Any loss, damage or liability which is the direct or indirect result of any of the following, whether or not contributed to by any other cause or event:

war, invasion, activities of a foreign enemy, hostilities or warlike operations (whether war has been declared or not) civil war, mutiny, revolution, or insurrection (meaning people rising up and rebelling against the government by force), civil commotion which is so severe or widespread that it resembles a popular uprising, military power (even if properly authorised by the duly elected government), usurped power (meaning power taken by force by any person or group, including the armed forces, which is not the duly elected government) or property being confiscated by any government or public or local authority.

15. WEAR AND TEAR, ETC.

Wear and tear, depreciation or any gradually operating cause, including but not limited to wet rot, dry rot, rust, deterioration and the like.

GENERAL CONDITIONS APPLY TO ALL SECTIONS OF THE POLICY OTHER THAN SECTION 5

1. CANCELLATION

We may cancel this Policy by giving **you** 30 days notice and **you** may cancel the Policy by giving **us** 30 days notice of cancellation at any time.

If **we** decide to cancel, **we** will advise **you** in writing to **your** last known address and will return to **you** the unexpired portion of any premium paid.

If **you** cancel, **you** must advise **us** by post, fax or hand-delivered letter and **you** will be entitled to a return of premium based on **our** short period rates in force at the time of cancellation. However if **you** have made a **claim**, there will be no return of premium.

In the event that **you** pay **your** premiums by Direct Debit, if **you** cancel the Policy and **your** Direct Debit instructions in such a way that premium is still owing to **us**, **you** must pay **us** the outstanding balance as soon as possible as it forms part of **your** contract with **us**. Failure to do so may damage **your** credit rating and may necessitate the use of debt collection agencies on **our** behalf.

2. CHANGE IN CIRCUMSTANCES

You must tell **us** as soon as possible if any circumstances on which this insurance was based have changed. Failure to do so will give **us** the right at **our** option to cancel **your** Policy from the date of the change. Details that must be advised to **us** include:

- (a) if **you** change address
- (b) if **you** carry out any changes or alterations to **your property** (though not minor works or redecorations)
- (c) if **your property** is used for business purposes other than clerical work
- (d) if **your property** has a change in tenant type
- (e) if **you** are prosecuted for or convicted of any offence other than motoring offences
- (f) if **you** are declared bankrupt or subject to a CCJ
- (g) if **your property** becomes **unoccupied**

If there is a change **we** will advise if **we** can accept the change and if so, whether it will result in revised terms and/or premium being applied to **your** Policy.

3. CLAIMS

In the event of a **claim you** must follow as far as is practicable the CLAIMS PROCEDURES set out on page 14.

Failure to do so may result in **your** claim being rejected or reduced or **we** may cancel **your** Policy from the start of the current period of insurance.

4 CONTRACTS (RIGHTS OF THIRD PARTIES)

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

5. DUTY OF CARE

You must:

- (a) do all that is reasonably possible to:
 - (i) protect the property insured
 - (ii) prevent, or reduce the extent of, **damage**
 - (iii) prevent accidents or **bodily injury**
- (b) keep any property insured under this Policy in good condition
- (c) carry out internal and external inspections of the **buildings** at least every 3 months and maintain a log of those inspection and retain that log for at least 24 months.

6. FRAUD

If any **claim** under this Policy involves fraud by **you** or anyone acting on **your** behalf, **you** shall not be entitled to any benefit under the Policy and all cover under the Policy shall cease.

7. GOVERNING LAW AND LANGUAGE

This Policy will be governed by English law unless **you** live in Scotland in which case the law of Scotland will apply.

If there is any dispute as to which law applies it shall be English law.

We will communicate with **you** in English at all times.

8. OTHER INSURANCE

If any loss, damage or legal liability covered by this Policy is also covered by another insurer, **our** liability will be **our** rateable proportion of any **claim**.

9. UNOCCUPANCY

If **your property** becomes **unoccupied** for more than 31 consecutive days then **you** must ensure:

- (a) the water, gas and electricity supplies are turned off at the mains (and for the period November to March inclusive all water tanks, pipes and apparatus are drained) unless required to operate an automatically operated central heating system used to maintain a minimum temperature of 58°F (15°C) at all times
- (b) **your** front door is secured by a five lever mortice deadlock, and
- (c) all opening windows in **your property** are secured by key operated window locks, and
- (d) **your property** is visited by a responsible adult every 14 days

10. SUBROGATION WAIVER

In the event of a claim arising under this Policy, **we** agree to waive any rights, remedies or relief to which **we** may become entitled to by subrogation against:

- (a) any Company standing in the relation of Parent to Subsidiary (or Subsidiary to Parent) to **you** as defined in the Companies Act current at the time of damage.
- (b) any Company which is a subsidiary of a Parent Company of which **you** are a subsidiary, in each case within the meaning of the Companies Act current at the time of damage;
- (c) any tenant or lessee of the **building** insured provided that damage has not been caused by the criminal, fraudulent or malicious act of the tenant or lessee.

11. NON-INVALIDATION

This policy will not be invalidated by any act or omission or by any alteration whereby the risk of damage is increased unknown to **you** or beyond **your** control provided that **you** immediately give notice to **us** as soon as **you** become aware of the above and pay an additional premium if required.

12. SETS

If any undamaged item or part of item forming part of a set needs replacing following an insured event covered under this policy, we will contribute 50% of the costs of replacing the undamaged item or item forming part of a set.

13. DATA PROTECTION

All personal data provided by **you** will be treated by **us** as confidential and will not be disclosed to any third party without **your** consent unless permitted by law or as set out in **our** Data Protection & Privacy Policy, this will be supplied when **you** take out this policy or is available on request.

14. FAIR REPRESENTATION

You have a duty to make to **us** a fair presentation of the risk before the inception of this Policy; when an alteration is made to this Policy; and at the renewal of this Policy.

If a breach of such duty is:

- (a) deliberate or reckless
 - i. in relation to an alteration made to this Policy, **we** may treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid; or
 - ii. in relation to inception or renewal of this Policy avoid this Policy and refuse all **claims** and retain any premiums paid; or
- (b) neither deliberate nor reckless
 - i. in relation to an alteration made to this Policy and **we** would not have agreed to the alteration on any terms, **we** may treat this Policy as if the alteration was never made; or
 - ii. in relation to inception or renewal of this Policy and **we** would not have entered into this policy on any terms, **we** may avoid this Policy and refuse all **claims** but will return any premiums paid; or
- (c) neither deliberate nor reckless
 - i. in relation to an alteration made to this Policy, and **we** would have agreed to the alteration but on different terms; or
 - ii. in relation to inception or renewal of this Policy, and **we** would have entered into this Policy but on different terms, the Policy will be treated as if it has been entered into on those different terms, if either of the above would have resulted in **us** charging an increased premium on what was actually charged, **we** may reduce proportionately the amount to be paid on a

claim. **We** will pay on such claim a percentage of what **we** would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms), based on the total premium actually charged compared to the premium that **we** would have charged;

We will be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by **us**), in relation to a breach of the duty to make to **us** a fair presentation of the risk.

15. FELT / FLAT ROOF

Any loss or damage caused directly or indirectly from a flat or felt portion of the roof will not be covered unless the roof is inspected once every 2 years by a competent roofing contractor and any recommendations are implemented immediately.

SECTION 1 – BUILDINGS

WHAT IS COVERED

We will pay for loss of or damage to **buildings** caused by an Insured Event 1. to 11. and Extensions 12-23 below:

1. Fire, Smoke, Explosion, Lightning and Earthquake.

2. Storm or Flood.

3. Riot, Civil Commotion, Strike, Labour or Political Disturbance, Malicious Persons or Vandals.

The most **we** will pay for damage caused by anyone lawfully in the **property** is £5,000.

4. Subsidence or heave of the site beneath the **buildings** or Landslip causing the **buildings** or part of it to collapse.

WHAT IS NOT COVERED

We do not pay for loss of or damage to **buildings** caused by the following:

(i) The **excess** detailed in **your** Schedule.

(ii) The exclusions listed in this column.

(i) Smoke damage by any gradually operating cause.

(i) Damage to gates, fences or tennis courts.

(ii) Damage caused by frost, subsidence, landslip or heave.

(i) Damage occurring if **your property** is **unoccupied**.

(i) Damage to terraces, patios, drives, paths, garden walls, outdoor swimming pools, fishponds, ornamental ponds and tennis courts unless the foundations beneath the external walls of **your property** are damaged at the same time.

(ii) Damage caused by the bedding down of new structures or settlement of newly made up ground.

(iii) Damage to solid floor slabs or resulting from their movement, unless the foundations beneath the external walls of **your property** are damaged at the same time.

(iv) Damage caused by coastal erosion.

WHAT IS COVERED (Continued)

5. Escape of water or oil from any fixed water or heating installation or domestic appliance.

6. Freezing of domestic water and heating installations resulting in damage thereto.

7. Theft or attempted theft.

The most **we** will pay for theft by anyone lawfully in the **property** is £5,000.

8. Impact involving an aircraft, aerial device or anything falling from them, or by a train, vehicle or animal.

9. Breakage or collapse of satellite dishes, receiving aerials and their fittings or masts.

10. Falling trees, branches, telegraph poles or lamp posts including the cost of removing any that cause damage to the **property**.

WHAT IS NOT COVERED (Continued)

(v) Loss or damage caused by demolition, structural alterations, or structural repair or to the **buildings**.

(vi) Loss or damage caused by faulty workmanship, defective design or the use of defective materials.

(i) The repair of the part of the installation from which water or oil escapes.

(ii) Damage occurring if **your property** is **unoccupied**.

(i) Damage due to age, rust, corrosion, wear and tear.

(ii) Damage due to poor insulation or lagging.

(iii) Damage occurring if **your property** is **unoccupied**

(i) Damage occurring if **your property** is **unoccupied**.

(i) Damage caused by insects or by domestic pets owned by **you** or anyone residing in **your property**.

(i) Damage to the satellite dish, aerial, fitting or mast itself.

(i) Damage to tennis courts.

(ii) The cost of removal if **buildings** are not damaged at the same time.

(iii) Damage due to tree felling, lopping or topping operations undertaken on the site of **your property**.

WHAT IS COVERED (Continued)

11. Underground Pipes and Cables

Accidental damage to underground pipes and cables supplying the **building** but this cover is limited to £1,000 in respect of all work necessary to clear a blocked underground pipe.

WHAT IS NOT COVERED (Continued)

- (i) Damage for which **you** are not legally responsible.
- (ii) Wear, tear and gradual deterioration.
- (iii) Blockage by anything deliberately discharged into a drain by **you** or with **your** permission.

EXTENSIONS TO SECTION 1

WHAT IS ALSO COVERED

12. Glass, Ceramic Hobs and Sanitary Ware

Accidental breakage of fixed glass, solar panels, ceramic hobs or tops in fixed units and sanitary ware.

WHAT IS NOT COVERED

- (i) Damage occurring if **your property** is **unoccupied**.
- (ii) Damage to fixed glass in furniture.

13. Alternative Accommodation or Loss of Rent

The cost of comparable alternative accommodation or loss of rent receivable for the period that the **buildings** are uninhabitable in consequence of damage due to an Insured Event 1. to 11. on page 25 - 27 or **accidental damage** on page 32.

This extension is subject to a maximum limit of 20% of sums insured on **buildings** as shown in **your** Schedule.

- (i) This cover shall not apply to damage to either property if there is any other insurance in force covering such damage.

WHAT IS ALSO COVERED (Continued)

14. Emergency Access

Damage to **your property** caused by forced access to attend:

- (i) a medical emergency
 - (ii) an event that would result in damage to **your property** by an Insured Event 1. to 11. on pages 25 - 27.
-

15. Sale of **your property**

- (i) When **you** have exchanged contracts to sell **your property** the buyer will have benefit of cover under Section 1 until completion of the sale.
 - (ii) If **we** have agreed to insure **your new property** Section 1 cover shall commence from the exchange of contracts.
-

16. Locks and Keys

The cost of replacement locks and keys to external doors, alarm systems or a domestic safe in **your property** required due to the keys being accidentally lost or stolen.

This extension is subject to a maximum limit of £2,500.

17. Trace and Access

Where the **buildings** are insured and if they are damaged due to an escape of water from any fixed water or heating installation for which **you** are legally responsible **we** will pay the reasonable cost that **you** incur in finding the source of damage.

The most **we** will pay is £5,000 but not more than £2,500 for a water leak outside the **property**.

WHAT IS NOT COVERED (Continued)

- (i) This cover shall not apply to damage to either property if there is any other insurance in force covering such damage.

- (i) The cost of repair of the source of the damage unless the cause is covered elsewhere in this Policy.

WHAT IS ALSO COVERED (Continued)

18. European Union and Public Authorities

The cost of reinstatement of any damage to the **property** insured and portions thereof not subject to damage (other than foundations), incurred solely by reason of the necessity to comply with European Union legislation, regulations under Acts of Parliament or local authority byelaws, provided that:

- (i) **you** receive a notice from the relevant body to comply after the damage occurs;
- (ii) the work of reinstatement is completed within 12 months of the date of the damage or within such further time as We may allow; and
- (iii) the total amount payable under this Extension and this Section, for any item, will not exceed:
 - (a) in respect of the property subject to damage, its sum insured as shown on the Schedule;
 - (b) in respect of portions of the property not subject to damage, 15% of the total amount for which **we** would have been liable had the property been wholly destroyed,

subject to the total amount payable in respect of (a) and (b) above under this Extension and this Section, in total for all claims or series of claims, arising out of any one original cause, for any item, not exceeding its sum insured as shown on the Schedule.

WHAT IS NOT COVERED (Continued)

WHAT IS ALSO COVERED (Continued)

19. Capital Additions

Any newly acquired and/or newly erected **buildings** in course of erection (excluding any property for which a building contractor is responsible) insofar as the same are not otherwise insured; and alterations, additions and improvements to **buildings** but not in respect of any appreciation in value anywhere in the United Kingdom the Channel Islands or the Isle of Man

Provided that:

- (i) at any one situation this cover will not exceed 20% of the **buildings** sum insured or £2,000,000 whichever is the less.
- (ii) **you** undertake to give particulars of such extension of cover as soon as practicable and to pay any additional premium required.
- (iii) following payment of such additional premium the provisions of this Extension are fully reinstated.

20. Unauthorised Use of Electricity Gas or Water

The cost of metered electricity gas or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession or occupying **your property** without **your** consent.

This extension is subject to a maximum limit of £5,000.

WHAT IS NOT COVERED (Continued)

WHAT IS ALSO COVERED (Continued)

21. Removal of Nests

Costs reasonably and necessarily incurred with **our** consent in respect of removing bees, wasps and hornets nests from the Premises.

This extension is subject to a maximum limit of £1,000.

22. Fly Tipping

Costs reasonably and necessarily incurred with **our** consent in respect of the clearing and removing any property illegally deposited in or around the Property.

This extension is subject to a maximum limit of £5,000.

23. Removal of Tenants Debris

Costs necessarily and reasonably incurred by **you** following damage in respect of the removal of tenants debris subject to such costs being agreed with **our** consent.

This extension is subject to a maximum limit of £5,000.

WHAT IS NOT COVERED (Continued)

ACCIDENTAL DAMAGE (optional)

This extension applies to **buildings** cover when shown in **your** schedule and up to a maximum sum insured as shown in **your** schedule

WHAT IS ALSO COVERED

1. Sudden, unintentional and unexpected physical breakage or damage that can be seen.

We do not pay for

- (i) The excess stated in **your** schedule
 - (ii) Any loss or damage that is excluded by the **General Exclusions** to this Policy.
 - (iii) Damage caused by domestic pets belonging to anyone residing in **your property**, or by vermin, insects, damp, mildew, rot, fungus or other gradual cause.
 - (iv) Damage occurring if **your property** is **unoccupied**.
 - (v) Any process of cleaning, dyeing, altering, repairing, renovation, restoring or dismantling of the apparatus.
 - (vi) Loss or damage caused by demolition, structural alterations, or structural repair to the **buildings**.
 - (vii) Mechanical or electrical fault, breakdown or failure.
 - (viii) Loss or damage caused by faulty workmanship, defective design or the use of defective materials.
 - (ix) Loss or damage caused by Subsidence or Heave of the site beneath the **buildings** or Landslip causing the **buildings** or part of it to collapse.
-

INFLATION – INDEX LINKING OF THE SUM INSURED UNDER SECTION 1 – BUILDINGS

The sum insured on **buildings** will be adjusted monthly in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors.

The renewal premium will be calculated on the amount of the sum insured, as at renewal date with such adjustment.

BASIS OF SETTLEMENT OF CLAIMS UNDER SECTION 1 – BUILDINGS

In event of a **claim** under Section 1 **we** will pay for the loss or damage including **Fees, Removal of debris** and the cost of complying with **local authority requirements** or, at **our** sole option, **we** will repair or reinstate the **buildings** to a condition as near as possible to the condition immediately before the loss or damage occurred.

If the repair or reinstatement is not carried out **we** will pay the resultant reduction in the market value but not to exceed the amount that would have been expended on the repair or reinstatement had the work been carried out without delay.

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

The most **we** will pay for all loss or damage resulting from one insured incident under Section 1 is the sum insured shown in **your** Schedule, adjusted by any inflation index linking due under the provisions of the Policy plus any amount due in respect of Extension 13 – Alternative Accommodation or Loss of Rent.

A deduction will be made for wear and tear if:

- (i) the **buildings** are not maintained in good condition or
- (ii) the sum insured on **buildings** at the time of the damage is less than the full cost of rebuilding the **buildings** as new, including **Fees** and **Removal of debris**.

SECTION 2 – CONTENTS ‘NEW FOR OLD’

WHAT IS COVERED

We will pay for loss of or damage to **contents** when in **your property** caused by an Insured Event 1. to 10. and Extensions 11-16 below:

-
1. Fire, Smoke, Explosion, Lightning and Earthquake.

 2. Storm or Flood.

 3. Riot, Civil Commotion, Strike, Labour or Political Disturbance, Malicious Persons or Vandals.
The most **we** will pay for damage caused by anyone lawfully in the **property** is £5,000.

 4. Subsidence or heave of the site beneath the **building** or Landslip causing the **building** or part of it to collapse.

 5. Escape of water or oil from any fixed water or heating installation or domestic appliance.

 6. Accidental loss of domestic heating oil or metered water.
The maximum amount payable is limited to £5,000.

WHAT IS NOT COVERED

We do not pay for loss of or damage to **contents** caused by the following:

- (i) The **excess** detailed in **your** Schedule.
 - (ii) The exclusions listed in this column.
-
- (i) Smoke damage by any gradually operating cause.
-
- (i) Damage occurring if **your property** is **unoccupied**.
-
- (i) Damage caused by coastal erosion.
-
- (i) The repair of the part of the installation from which water or oil escapes.
 - (ii) Damage occurring if **your property** is left **unoccupied**.
-
- (i) Damage occurring if **your property** is left **unoccupied**.
 - (ii) Damage to any property caused by the oil or water.
-

WHAT IS COVERED (Continued)

7. Theft or attempted theft.

The most **we** will pay for theft by anyone lawfully in the **property** is £5,000.

8. Impact involving an aircraft, aerial device or anything falling from them, or by a train, vehicle or animal.

9. Damage to satellite dishes and receiving aerials, their fittings or masts due to breakage or collapse.

10. Falling trees or branches, telegraph poles or lamp posts.

WHAT IS NOT COVERED (Continued)

(i) Loss by deception, except where deception is used solely to gain entry into **your property**.

(ii) Loss or damage caused by **you** or a member of **your employee**.

(iii) Loss of money or valuables unless involving entry to or exit from **your property** by forcible and violent means or entry by deception.

(iv) Loss or damage occurring if **your property** is **unoccupied**.

(i) Damage caused by insects or by domestic pets owned by **you** or anyone residing in **your property**.

(i) Damage due to tree felling, lopping or topping operations undertaken on the site of **your property**.

EXTENSIONS TO SECTION 2

WHAT IS ALSO COVERED

11. Glass in furniture, Mirrors, and Glass or Ceramic Hobs.

Accidental breakage of glass tops to furniture and fixed glass in furniture, mirrors or glass or ceramic hobs to freestanding cookers.

12. Theft of Keys

The cost of replacement locks and keys to external doors, alarm systems or a domestic safe in **your property** required due to the keys being accidentally lost or stolen.

This extension is subject to a maximum limit of £2,500.

13. Contents (including trees, shrubs, plants and flowers) in the Garden

Loss or damage to **contents** in the garden of **your property** as a result of an Insured Event 1. and 3-10 on pages 34 and 35.

This extension is subject to a maximum limit of £500 of the sum insured on **contents** as shown in **your** Schedule.

WHAT IS NOT COVERED

(i) Damage occurring if **your property** is left **unoccupied** for more than 31 days.

(i) Damage caused by domestic pets belonging to anyone residing in your home, or by vermin, insects, damp, mildew, rot, fungus or other gradual cause.

(ii) **Money** or **valuables**.

(iii) Pedal cycles.

(iv) Loss or damage caused by storm or flood.

(v) Loss or damage occurring if **your property** is left **unoccupied** for more than 31 days.

WHAT IS ALSO COVERED (Continued)

14. Alternative Accommodation or Loss of Rent

Loss of Rent receivable or the reasonable cost of comparable alternative accommodation for the period that the **buildings** are uninhabitable as a consequence of damage due to an Insured Event 1. to 10. on page 34 and 35 or **accidental damage** on page 38.

This extension is subject to a maximum limit of 20% of the sum insured on **contents** as shown in **your** Schedule.

15. Title Deeds

Loss or damage to the title deeds of **your property**, if the originals are lost or due to an Insured Events in 1. to 10. on page 34 and 35.

16. Leakage of beverages

Leakage of beverages from storage containers pipes and apparatus.

WHAT IS NOT COVERED (Continued)

- (i) occasioned by leakage of beverages from bottled stock;
 - (ii) to **buildings** in any portion of the **property** which is unoccupied.
-

ACCIDENTAL DAMAGE (optional)

This extension applies to ***your contents*** cover when shown in ***your*** schedule and up to a maximum sum insured as shown in ***your*** schedule

WE WILL PAY FOR

Sudden, unintentional and unexpected physical breakage or damage that can be seen.

WE DO NOT PAY FOR

- (i) The excess stated in ***your*** schedule.
- (ii) Any loss or damage that is excluded by the **General Exclusions** to this Policy.
- (iii) Damage caused by domestic pets belonging to anyone residing in ***your property***, or by vermin, insects, damp, mildew, rot, fungus or other gradual cause.
- (iv) Damage occurring if ***your property*** is left ***unoccupied***.
- (v) Any process of cleaning, dyeing, altering, repairing, renovation, restoring or dismantling of the apparatus.
- (vi) Demolition, structural alterations, or structural repair to the ***building***.
- (vii) Mechanical or electrical fault, breakdown or failure.
- (viii) Faulty workmanship, defective design or the use of defective materials.

INFLATION – INDEX LINKING OF THE SUM INSURED UNDER SECTION 2 – CONTENTS – ‘NEW FOR OLD’

The sum insured on ***contents*** will be adjusted monthly in line with the Retail Prices Index (Consumer Durables Section). No additional premium will be charged for these adjustments but the renewal premium will be calculated on the sum insured at the renewal date resulting from these adjustments.

BASIS OF SETTLEMENT UNDER SECTION 2 – CONTENTS – ‘NEW FOR OLD’

Following loss or damage by any insured event under Section 2:

- a) Provided that at the time of loss or damage the sum insured on **contents** is at least equal to the cost of replacing all the **contents** as new (less a deduction for wear and tear or betterment on clothing and household linen).
- We** will at **our** sole option either:
- (i) arrange to repair or replace any item(s) of **contents** lost or damaged, or
 - (ii) pay the cost of repairing or replacing any item(s) of **contents** lost or damaged, or
 - (iii) make a payment to **you** for any item(s) of **contents** lost or damaged.
- b) For clothing and household linen **we** may make a deduction based on an estimation of the wear and tear to the item(s) lost or damaged.
- c) If the sum insured at the time of loss or damage is less than equal to the cost of replacing all the **contents** as new, then a deduction will be made by **us** for wear, tear or betterment on any item(s) lost or damaged.
- If **we** elect to repair or replace any item(s) of **contents** lost or damaged and **you** reject this basis of settlement the **claim** will be settled on the basis of the cost of replacement less a deduction for wear and tear.

MAXIMUM AMOUNT PAYABLE UNDER SECTION 2 CONTENTS – ‘NEW FOR OLD’

The maximum amount payable in respect of any one incident insured by Section 2 of this Policy is the sum insured shown in **your** Schedule adjusted by any inflation index linking due under the provisions of the Policy plus any amount due in respect of Extension 14 – Loss of Rent or Cost of Alternative Accommodation, from which shall be deducted any **excess**.

Unless **your** Schedule provides for an increased amount, the following limits shall apply and these amounts represent the maximum that **we** will pay for the items concerned in the event of a **claim** and do not broaden or add to the Insured Events covered under the said Section 2:

Any one item: £2500 or 10% of the **contents** sum insured, whichever is higher.

SECTION 3 – PUBLIC LIABILITY

WHAT IS COVERED

We will pay all amounts with **you** become legally liable to pay and costs and expenses as a result of accidental:

- (a) **bodily injury** to any person, or
- (b) **damage** to material property, or
- (c) obstruction, trespass, nuisance or interference with any right of war, air light or water

occurring during the **period of insurance** within the **territorial limits**.

INDEMNITY LIMIT

The most **we** will pay for any **claim** including **costs and expenses** is the Public Liability indemnity limit shown in the Schedule.

WHAT IS NOT COVERED

Liability in respect of:

1. the ownership, possession or use by **you** of any buildings not insured under Section 1 of this Policy unless otherwise stated in the Schedule;
2. the ownership, possession or use by **you** of any land unless **we** have agreed to provide cover in respect of such land;
3. accidental **bodily injury** or **damage** arising out of manual work away from your Premises, other than collection or delivery;
4. accidental Bodily Injury or Damage arising from the ownership, possession or use by you or any **your** behalf of:
 - (a) any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation (except the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer when **you** are not entitled to indemnity under any other policy); or
 - (b) any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft;
5. accidental **bodily injury** or **damage** arising from or caused by any professional negligence, wrongful or inadequate treatment, examination, prescription, advice by **you** or **your employee** or anyone acting on **your** behalf;

WHAT IS COVERED (Continued)

WHAT IS NOT COVERED (Continued)

6. any goods which **you** supply, install, erect, repair, alter or treat;
7. the cost of rectifying or replacing defective work;
8. pollution or contamination other than 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**.

All pollution or contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place. **Our** liability in respect of all pollution or contamination which is deemed to have occurred during the **period of insurance** will not exceed in the aggregate the indemnity limit shown in the Schedule. For the purpose of this exclusion "Pollution or Contamination" means:

- (a) all pollution or contamination of **buildings** or other structures or of water or land or the atmosphere; and
 - (b) all **damage** or injury directly or indirectly caused by such pollution or contamination;
9. **damage** to any commodity article or thing supplied installed or erected by **you** if such **damage** is attributable to any defect therein or the harmful nature or unsuitability thereof; or
 10. **we** will not be liable for the amount of the **excess** stated in the Schedule for each and every claim in respect of **damage** to property.

EXTENSIONS TO SECTION 3

1. Cross Liabilities

Where **you** comprise more than one party, We will treat each party as if a separate Policy had been issued to each provided that nothing in this Extension will increase **Our** liability beyond the amount for which **We** would have been liable had this Extension not applied.

2. Motor Contingent Liability

Despite Exclusion 4 of this Section **We** will indemnify **you** in respect of liability arising out of the use of any motor vehicle not belonging to or provided by **you** and being used in the course of the **Business** anywhere in the United Kingdom Isle of Man or Channel Islands. Provided that this indemnity will not apply:

- (a) in respect of **Damage** to the vehicle or any property contained therein;
 - (b) whilst the vehicle is being driven
 - i by **you**;
 - ii with **Your** consent by any person who does not hold a licence to drive such a vehicle; or
 - iii to liability which is insured or would but for the existence of this Section be insured under any other insurance.
-

3. Defective Premises Act 1972

The indemnity provided by this Section is extended to indemnify **you** under this Section in respect of legal 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 any **business** premises or land, disposed of by **you**.

Provided that this Extension will not apply to:

- (a) the cost of rectifying any damage or defect, in the premises or land disposed of; or
 - (b) legal liability for which **you** are entitled to indemnity under any other policy.
-

4. Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this Section **we** will provide compensation to **you** at the following rates per day for each day on which attendance is required:

- (a) £500 for **you** or any of Your directors or partners
 - (b) £250 for any **employee**.
-

5. Additional Persons Insured

We will subject to the terms of this Section indemnify:

- (a) in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person; and
- (b) at **Your** request:
 - i any principal in respect of liability arising out of the performance by **you** of any agreement entered into by **you** with the principal to the extent required by such agreement;
 - ii any of **your** directors or Employees in respect of liability arising in connection with the **business** provided that **you** would have been entitled to indemnity under this Section if the claim had been made against **you**;
 - iii any officer, committee or member of **your** canteen, sports, social or welfare organisations fire, security, first aid, medical or ambulance services in their respective capacities as such; and
 - iv any of **your** directors or senior officials in respect of private work undertaken by any **employee** for that director or senior official.

Provided that:

- i such persons are not entitled to indemnity under any other policy covering such liability;
 - ii each person will as though they were **you** observe fulfil and be subject to the terms of this Policy insofar as they can apply;
 - iii **we** will retain sole conduct and control of any claim; and
 - iv where **we** are required to indemnify more than one party **our** total liability will not exceed the relevant Indemnity Limit.
-

6. Worldwide Personal Liability

We will subject to the terms of this Section indemnify any person mentioned in Extension 5 paragraph (b) above or his or her spouse/ civil partner during temporary visits anywhere in the world in connection with the **business** but excluding liability arising from such a person owning or occupying land or buildings, or carrying on any trade or profession.

7. Contractors' Contingent Liability

We will subject to the terms of this Section indemnify **you** in respect of liability arising out of minor work carried out by bona-fide contractors in the form of decorations, repairs and routine maintenance provided that:

- (a) such persons are not entitled to indemnity under any other policy covering such liability; and
 - (b) **our** maximum liability will not exceed the Limit of Indemnity stated in Section 3 of the Schedule.
-

8. Contractual Liability

If **you**, by agreement, assume liability which would not otherwise have attached, the cover under this Section will only apply if **we** have sole conduct and control of all claims but excluding liability:

- (a) for liquidated damages or under any penalty clause;
 - (b) arising from any contract which involves work outside the United Kingdom, the Channel Islands and the Isle of Man; or
 - (c) for **damage** to property caused by those risks against which **you** are required to effect insurance by reason of Clause 21.2.1. of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or any other contract condition incorporating a similar requirement.
-

9. Health and Safety at Work etc. Act 1974

We will indemnify **you** and at Your request any of Your directors or partners or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **business** during the **period of insurance**. **We** will also pay the prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given

Provided that:

- (a) this indemnity will not apply to the payment of fines or penalties;
 - (b) the prosecution relates to the health safety and welfare of any person other than an **employee**; and
 - (c) proceedings arise from an incident which relates to a claim or potential claim under this Section.
-

10. Data Protection Act

We will indemnify **you** and at **your** request any of **your** directors or partners or any **employee** against the sums which **you** or any of **your** directors or partners or any **employee** become(s) legally liable to pay as damages under:-

- (a) Section 13 of the Data Protection Act 1998, or
- (b) Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679); or
- (c) any legislation implementing the General Data Protection Regulation; or
- (d) any replacement legislation in respect of any of the foregoing

for damage or distress caused in connection with the business during the period of insurance provided that **you** are:

- (a) a registered user in accordance with the terms of the Act; and
- (b) not in business as a computer bureau.

The total amount payable including all costs and expenses under this Extension in respect of all claims occurring during any one period of insurance is limited to £1,000,000.

The indemnity provided by this Extension will not apply to:

- i) any damage or distress caused by any deliberate act or omission by **you** the result of which could reasonably have been expected by you having regard to the nature and circumstances of such act or omission;
 - ii) any damage or distress caused by any act of fraud or dishonesty;
 - iii) the costs and expenses of rectifying rewriting or erasing data;
 - iv) liability arising from the recording processing or provision of data for reward or to determine the financial status of any person; or
 - v) the payment of fines or penalties.
-

11. Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **you** against legal costs and expenses, incurred with **our** prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the **business** during the **period of insurance**.

Provided that:

- (a) **our** liability under this Extension will be limited to a maximum amount of £1,000,000 in the aggregate and in any one **period of insurance**;
- (b) this Extension will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- (c) **we** must consent to the appointment of any solicitor or counsel, acting on Your behalf;
- (d) **you** must immediately notify **Us** of receipt of any summons or other process, served upon **you**, which may give rise to proceedings arising from the cover under this Extension; and
- (e) before **we** consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by **Us** will be supplied by You.

It is understood that **we** will have no liability under this Extension:

- i if **you** have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
 - ii for any fines or penalties, of any kind; or
 - iii where **you** can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this Extension **you** would have obtained indemnity from any other source or insurance.
-

SECTION 4 – EMPLOYERS’ LIABILITY

WHAT IS COVERED

We will pay all amounts which **you** become legally liable to pay as damages and costs and expenses for **bodily injury** to any **employee** caused during the **period of insurance** in connection with **your business** and occurring:

- (a) in the **territorial limits**.
- (b) elsewhere in the world where any **employee** who is normally resident in the **territorial limits** is on a temporary visit in the course of **your** activities.

Within Costs and Expenses, **we** will also pay the cost of legal representation at any Coroner’s Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with **our** written consent.

INDEMNITY LIMIT

The most **we** will pay for any **claim** including **costs and expenses** is the Employers’ Liability indemnity limit shown in the Schedule.

WHAT IS NOT COVERED

We will not be liable under this Section in respect of **bodily injury**:

1. caused to any **employee** (other than the driver) being carried in or upon a vehicle or entering or getting onto or alighting from a vehicle where **bodily injury** is caused by or arises out of the use by **you** of a vehicle on a road. For the purpose of this Exclusion the expressions “vehicle”, “use” and “road” will have the same meanings as in Part VI of the Road Traffic Acts 1988; or
2. arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform will be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.

EXTENSIONS TO SECTION 4

1. Additional Persons Insured

We will subject to the terms of this Section indemnify:

- (a) in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person; and
- (b) at **your** request:
 - i any principal in respect of liability arising out of the performance by **You** of any agreement entered into by **you** with the principal to the extent required by such agreement;
 - ii any of **your** directors or **employees** in respect of liability arising in connection with the **business** provided that **you** would have been entitled to indemnity under this Section if the claim had been made against **you**;
 - iii any officer, committee or member of **your** canteen, sports, social or welfare organisations fire, security, first aid, medical or ambulance services in their respective capacities as such; and
 - iv any of **your** directors or senior officials in respect of private work undertaken by any **employee** for that director or senior official.

Provided that:

- i such persons are not entitled to indemnity under any other policy covering such liability;
- ii each person will as though they were **you** observe fulfil and be subject to the terms of this Policy insofar as they can apply;
- iii **we** will retain sole conduct and control of any claim; and
- iv where **we** are required to indemnify more than one party **our** total liability will not exceed the relevant Indemnity Limit.

2. Health and Safety at Work etc. Act 1974

We will indemnify **you** and at **your** request any of **your** directors or partners or any **employee** against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **business** during the **period of insurance**. **We** will also pay the prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given.

Provided that:

- (a) this indemnity will not apply to the payment of fines or penalties;
 - (b) the prosecution relates to the health safety and welfare of **employee(s)**; and
 - (c) proceedings arise from an incident which relates to a claim or potential claim under this Section.
-

3. Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any **employee** in respect of Injury caused during any **period of insurance** and arising out of and in the course of employment by **you** in the **business** against any company or individual operating from premises within the United Kingdom, the Channel Islands or the Isle of Man in any Court situate in those territories and remaining unsatisfied in whole or in part six months after the date of such judgement **we** will at **your** request indemnify up to the Indemnity Limit the said **employee** or their personal representative up to the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- (a) there is no appeal outstanding; and
 - (b) if any payment is made hereunder the **employee** or the personal representative of the **employee** will assign the judgement to **us**
-

4. Injury to Working Partners

In respect of **bodily injury** sustained by any working partner named in the Schedule We will deem such partner to be an **employee** provided that We will only be liable under this Extension where:

- (a) the **bodily injury** is sustained whilst such partner is working in connection with the **business**; and
 - (b) the **bodily injury** is caused by the negligence of another partner or **employee** whilst working in the **business**.
-

5. Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this Section

We will provide compensation to **you** at the following rates per day for each day on which attendance is required:

- (a) £500 for **you** or any of **your** directors or partners; and
 - (b) £250 for any **employee**.
-

6. Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **you** against legal costs and expenses, incurred with **our** prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the **business** during the **period of insurance**.

Provided that:

- (a) **our** liability under this Extension will be limited to a maximum amount of £1,000,000 in the aggregate and in any one **period of insurance**;
- (b) this Extension will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- (c) **we** must consent to the appointment of any solicitor or counsel, acting on **your** behalf;
- (d) **you** must immediately notify **Us** of receipt of any summons or other process, served upon **you**, which may give rise to proceedings arising from the cover under this Extension; and
- (e) before **we** consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by **Us** will be supplied by **you**.

It is understood that **We** will have no liability under this Extension:

- i if **You** have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
 - ii for any fines or penalties, of any kind; or
 - iii where **you** can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this Extension **you** would have obtained indemnity from any other source or insurance.
-

SECTION 5 - LANDLORDS LEGAL EXPENSES INSURANCE

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

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

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

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

a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits**

and

b) The **Legal Action** takes place in the **Territorial Limits**.

IMPORTANT CONDITIONS

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

Prospects of Success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not more than a 50% chance of success then **We** may decline or discontinue support for **Your** case.

Proportional Costs

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

Duty of Disclosure

Consumer

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

Non-Consumer

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

Suspension of Cover

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

DEFINITIONS

Adviser

Our panel solicitor, their agents, or other appropriately qualified person, firm or company appointed by **Us** to act for **You**.

Advisers' Costs

Reasonable legal fees incurred by the **Adviser** up to the hourly rate shown in **Our** fee scale ruling at the time the **Adviser** is instructed and disbursements essential to **Your** case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against **You** and paid on the standard basis of assessment.

Deposit

The sum of money collected from the **Tenant** in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) in respect of a **Tenancy Agreement** to which it applies and held by **You** or **Your** agent as an indemnity for losses incurred by **You** arising

from the **Tenant** failing to perform his obligations set out in the **Tenancy Agreement**. A minimum amount equal to one month's **Rent** must be retained as the **Deposit**.

Dilapidations Inventory

A full and detailed inventory of Your contents and their condition within the Insured Property which has been signed by the Tenant.

Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

Guarantor

The individual or organisation assigned to the **Tenancy Agreement** that has received a **Tenant Reference** and provided a financial guarantee of the **Tenant's** performance of his obligations under the **Tenancy Agreement**.

Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

For the purposes of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Insured Property

The **Insured Property** shown in the Insurance schedule and declared to **Insurers**.

Insurers

AmTrust Europe Limited.

Legal Action

The pursuit of civil legal cases for damages or injunctions.

Maximum Amount Payable

The maximum payable in respect of an **Insured Event**.

All Sections: £50,000

Period of Insurance

The period of insurance shown in the insurance schedule.

Rent

The monthly amount payable by the **Tenant** to **You** as set out in the **Tenancy Agreement**.

Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred in using a specialist panel solicitor or their agents

Tenancy Agreement

A **Tenancy Agreement** between **You** and the **Tenant** in relation to the **Insured Property** which is:-

- (a) an Assured Shorthold **Tenancy Agreement** as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the **Territorial Limits**, or
- (b) a Company Residential Tenancy (Company Let) created after 28th February 1997 where the **Tenant** is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the **Territorial Limits** and the **Insured Property** is let purely for residential purposes of the **Tenant's** employees and their family, or
- (c) a written common law residential **Tenancy Agreement** created after 28th February 1997 between individuals where the **Rent** is in excess of £100,000 per annum or its equivalent outside of England and Wales but within the **Territorial Limits**, and which is:-
 - i) Appropriate for the tenancy; and
 - ii) Where relevant, signed and independently witnessed by **You**, the **Tenant(s)** and if required as a condition of the **Tenant Reference**, the **Guarantor**; and
 - iii) Free from any unreasonably restrictive covenants

The **Tenancy Agreement** must be for a fixed term of no more than 12 months or if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months.

Tenancy Period

The period of the tenancy unless notice to terminate the tenancy was issued by the landlord or **Tenant** prior to any breach of the terms of the **Tenancy Agreement** by the **Tenant**, in which case the **Tenancy Period** will end at expiry of such notice.

Tenant

The occupier of the Insured Property named in the **Tenancy Agreement** as the **Tenant** who has received a **Tenant Reference**.

Tenant Reference

A credit check against the **Tenant** and any **Guarantor** obtained from a licensed credit referencing company showing no County Court Judgments in the past three years and no outstanding County Court Judgments, together with copies of two forms of identification, one of which must contain a photograph, and a written employers' reference on company letter headed paper confirming their permanent

and current employment and that their gross monthly salary is at least a multiple of 2.5 of the **Tenant's Rent**. If all of the above are not available or in the case of student **Tenants** or **Tenants** receiving any income or housing related government benefit, a full **Tenant Reference** showing a Pass on the **Tenant** and **Guarantor** must be obtained from **Our** approved **Tenant** Referencing Company. Details of these companies are available by referring to the Arc Legal website; <http://www.arclegal.co.uk/informationcentre/approved-referencing-list.php>.

Territorial Limits

The United Kingdom.

We/Us/Our

Arc Legal Assistance Limited who administer claims under this insurance on behalf of the **Insurers**.

You / Your

The individual or organisation shown in the insurance schedule as the Policyholder and defined in the **Tenancy Agreement** as the 'Landlord' who has paid the premium and been declared to **Insurers**. If **You** die **Your** personal representatives will be covered to pursue cases covered by this insurance on behalf of You that arose prior to **Your** death.

COVER

TENANT EVICTION

What is insured

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

Legal Action against a **Tenant** or **Guarantor** to recover possession of the **Insured Property** where the **Tenant** fails to perform his obligations set out in the **Tenancy Agreement** relating to the rightful occupation of the **Insured Property**

What is not insured:-

Claims

- Where **You** fail to provide evidence that **You** successfully completed a **Tenant Reference** on the **Tenant** (and **Guarantor** if required) prior to the start of the **Tenancy Agreement** or where the **Tenancy Agreement** started more than 31 days after the **Tenant Reference**
- Arising from or connected to **Your** performance of **Your** obligations under the **Tenancy Agreement**
- Arising from dilapidations unless the missing or damaged items were contained within a **Dilapidations Inventory**

- Falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within the **Territorial Limits**
 - Relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended) or any equivalent Act outside of England and Wales but within the **Territorial Limits**
 - Where the eviction of the **Tenant** is dealt with by a notice issued by the Home Office
 - Where the **Insured Property** is not solely residential
 - Where the **Tenant** is not aged 18 years or over
 - Where **You** have allowed the **Tenant** into possession of the **Insured Property** before the **Tenancy Agreement** has been signed by all parties, a **Tenant Reference** has been obtained, the first month's **Rent** and the **Data Protection Act**
 - **Your** details and details of **Your** insurance cover and claims will be held by **Us** and or the **Insurers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.
-

PROPERTY INFRINGEMENT

What is insured

Legal Action for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the **Insured Property**. The nuisance or trespass must have commenced at least 180 days after **You** first purchased this insurance.

What is not insured:-

Claims

- Arising from a dispute relating to a **Tenancy Agreement** or any other lease or licence to occupy property or land
-

CRIMINAL PROSECUTION

What is insured

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

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

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

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

What is not insured:-

Claims

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

LEGAL HELPLINE

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

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

Simply telephone **0344 770 1044** and quote “**SAGIC – Landlord’s Legal Expenses Insurance**”.

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

GENERAL EXCLUSIONS

1 There is no cover:-

- Where the **Insured Event** occurs within the first 90 days of the **Period of Insurance** where the **Tenancy Agreement** commenced before the **Period of Insurance** unless **You** had continuous previous insurance
- Where **Your** act, omission or delay prejudices **Your** or the **Insurers** position in connection with the **Legal Action** or prolongs the length of the claim
- Arising from a dispute between **You** and **Your** agent or mortgage lender
- Where the **Insured Event** began to occur or had occurred before **You** purchased this insurance
- Where **You** should have realised when purchasing or renewing this insurance that a claim under this insurance might occur
- Where **You** have breached a condition of this insurance
- Where **Advisers’ Costs** have not been agreed in advance or are above those for which **We** have given **Our** prior written approval

- For any claim which is not submitted to Us within 180 days of the **Insured Event** occurring other than in relation to sections of cover Tenant Eviction where claims must be submitted within 45 days of the **Insured Event**
 - For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
 - For damages, interest, fines or costs awarded in criminal courts
 - Where **You** have other legal expenses insurance cover
 - For claims made by or against **Your** Insurance adviser, the **Insurers**, the **Adviser** or **Us**
 - For appeals without the prior written consent of **Us**
 - Prior to the issue of court proceedings or unless a conflict of interest arises, for the costs of any legal representative other than those of the **Adviser**
 - Where an estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute
 - Where **You** commit, or are alleged to have committed, a criminal offence, or **You** are liable to a civil penalty unless this policy expressly covers **You** in the event of such offence or penalty.
-

2 There is no cover for any claim arising from:-

- Works undertaken or to be undertaken by or under the order of any government or public or local authority
 - Planning law
 - The construction of or structural alteration to buildings
 - Defamation or malicious falsehood
 - Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation
 - Any venture for gain or business project of **Yours** other than in relation to **Your** activities as a Landlord
 - A dispute between persons insured under this policy
 - An application for Judicial Review
 - A novel point of law
-

3 Contracts (Rights of Third Parties) Act 1999

- A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

CONDITIONS

1 Cancellation

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

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

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

2 Claims

- You** must report claims as soon as reasonably possible within 180 days of the **Insured Event** other than in relation to sections of cover Tenant Eviction where claims must be submitted within 45 days of the **Insured Event**, by completing and submitting the claim form with all relevant information.
- If **Rent** is overdue the **Tenant** and any **Guarantor** must be contacted within seven days to establish the reason for the default. If the **Rent** is not paid within a further seven days the **Tenant** and any **Guarantor** must be contacted again. If the **Tenant/ Guarantor** cannot be contacted, and it is lawful to do so, **You** or **Your** agent must serve notice of a requirement to undertake an inspection in accordance with **Your** rights within the **Tenancy Agreement** and visit the **Insured Property**. **You** should seek legal advice if **You** are unsure that such an inspection is lawful.
- You** and **Your** agent must act promptly to gain vacant possession of the **Insured Property** and recover **Rent** arrears.
- In the event of a claim **You** or **Your** agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **Tenant** has vacated the **Insured Property**.
- You** and/or **Your** agent must attend any court hearing in relation to an **Insured Event** if requested to do so by **Us** or the **Adviser**. Failure to attend will result in all cover under this insurance being withdrawn with immediate effect and no further claim payments being made.
- We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.

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

3 Disputes

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

4 Disclosure Breach

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

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

5 Fraud

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

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

6 Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

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

7 English Law

This contract is governed by English Law.

8 Language

The language for contractual terms and communication will be English.

9 Change in law

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

CUSTOMER SERVICES INFORMATION HOW TO MAKE A CLAIM

Claims must be notified to the Claims Line within 180 days of the **Insured Event** other than in relation to sections of cover Tenant Eviction where claims must be submitted within 45 days of the **Insured Event**.

Failure to notify the claim within this time will invalidate the insurance cover.

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

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

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

Claims Line

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

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

Claim forms can also be obtained from:-

<http://www.arclegal.co.uk/informationcentre/index.php>

What happens next:

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

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

You or **Your** agent must attend any court hearing if requested by the **Adviser**.

This claims procedure should be read in conjunction with the main terms and conditions of the insurance.

Data Protection Act

Your details and details of **Your** insurance cover and claims will be held by **Us** and or the **Insurers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Customer Service

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

Our contact details are:

Arc Legal Assistance Ltd, PO Box 8921, Colchester, CO4 5YD

Tel: 01206 615000

Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Tel 08000 234 567

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

Compensation

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

Authorisation

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

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

ADVICE TO ASSIST YOU IN REDUCING THE POSSIBILITY OF LOSS

If any of your property is lost destroyed or damaged by an insured event, you will be entitled to make a claim. However, a claim payment cannot recompense you for the inconvenience you suffer as a result of the incident, especially if it results in you having to move out of your property while repairs are carried out. Therefore, we are including some advice to assist you in reducing the possibility of loss, to our mutual benefit.

The areas of advice have been linked to the damage most likely to occur or most likely to cause you a great deal of inconvenience, i.e. Fire, Burst Pipes, Flood, Break-ins, Theft, etc. It is not a condition of the insurance that you follow this advice, but if you can demonstrate that you did, the claims process is likely to be more straightforward.

Some of the advice from different Sections should be followed in particular circumstances, so please familiarise yourself with all of the following. For example, if you were going away on holiday during the winter months it would be appropriate to follow 2.c. or d. and 4.i.

1. FIRE

- | | |
|--|--|
| Lives are lost each year due to fires. | (a) Install smoke detectors – at least one in the hallway on each floor. |
| Overloaded electrical sockets cause fires. | (b) Check electrical sockets. If you discover too many plugs connected to one socket, spread them around.
(c) If you do not have enough sockets, have more installed.
(d) Consider having a residual contact breaker fitted. |
| Chimneys with excess deposits in them cause fires. | (e) If you have an open fire:
(i) Have the chimneys swept regularly.
(ii) Use a fire guard but do not hang clothes on it. |
| Clothes drying near to heaters cause fires. | (f) Do not place clothing near to heating appliances. |
| Children playing with matches cause fires. | (g) Don't leave matches where children can reach them. |

Overheated cooking oil causes fires.

- (h) Do not leave hot fat or oil unattended on a cooker.
- (i) If it catches fire, smother it with a damp cloth or blanket. DO NOT POUR WATER ON IT!

Faulty gas appliances cause fire and, more importantly, deaths.

- (j) Have gas appliances checked regularly to ensure they are:
 - (i) Working properly.
 - (ii) Not leaking carbon monoxide or exhaust gasses.
- (k) Never cover the appliance or its air vents.

2. BURST PIPES

Pipes are vulnerable to burst if frozen. A main inlet can pour out 300 gallons of water through your home in a single hour. If you are away when this happens and action is not taken promptly, the effect can be devastating.

- (a) Protect your pipes and tanks with proper lagging.
- (b) If you have a frozen pipe use gentle heat to defrost it, e.g. a hot water bottle and don't leave it to thaw on its own - it may burst when you are not there!
- (c) If you are going away during winter, leave your heating on at the normal setting. During very cold weather it is not sufficient to have the heating come on for an hour or two each day.
- (d) If you do not want to leave the heating on, then turn off the central heating, turn off the mains stopcock and drain down the water system.
- (e) If a pipe bursts while you are at home, turn off the stopcock and the central heating then run all of the taps to drain the system.

Faulty stopcocks can add to the severity of a Burst Pipes loss.

- (f) Know where the stopcock is so that you can turn it off in an emergency.
- (g) Make sure the stopcock can be turned on and off. If it cannot, then call a plumber to rectify the fault.

3. FLOOD

Flood can cause devastation to a house and may take many months to dry out.

If a house is dried too quickly, problems may develop over time and mould may form.

- (a) If you receive a flood warning, move as much as you can to upper floors, especially valuable items.
- (b) Take advantage of any offers of physical protection devices, e.g. sandbags.

4. BREAK-INS

Break-ins tend to increase at time of economic difficulty. The damage done to **your home** could be traumatic and stolen items of sentimental value are impossible to replace.

- (a) Install a burglar alarm, make sure it is visible, use it and maintain it.
- (b) Make sure that your exit doors have good mortice deadlocks (at least 5 lever) and your windows have adequate security devices and that you use them when you leave the house.
- (c) Check that your doors are strong enough.
- (d) Fit exterior security lights of the type that come on when someone approaches.
- (e) Use time switches to give the appearance of your home being occupied when you are out.
- (f) Keep cash, keys, car keys and credit cards out of sight. Do not leave keys on a key rack near to the front door.
- (g) Do not leave large quantities of cash or expensive jewellery in your home.
- (h) Join a neighbourhood watch scheme.
- (i) When you go away, cancel the milk and papers and try to arrange for a friend or neighbour to visit occasionally to

make sure everything is alright and to ensure that mail does not accumulate where it can be seen.

- (j) Use marking equipment so that any stolen property can be identified.
- (k) Take photographs of expensive items for use as evidence in the event of loss.

5. THEFT FROM GARDENS AND OUTBUILDINGS

Theft from gardens and outbuildings is prevalent.

- (a) Do not keep high value items in your shed, e.g. sets of golf clubs, etc.
 - (b) Lay out your garden, especially the front garden, to reduce the cover for intruders who want to break into your home, shed, etc.
 - (c) Ensure that outbuildings, especially sheds and garages, have adequate locking devices and that locks and hasps & staples cannot be by-passed by unscrewing them.
 - (d) Lock away tools and ladders.
 - (e) Motorcycles, trailers and cycles should be locked to ground anchors (N.B. these items are not part of the contents for insurance purposes).
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SAGIC

Insurance that changes lives

Registered Office: Faith House 23-24 Lovat Lane, London EC3R 8EB
Registered No 101071 England

Telephone: 0300 030 1865

Fax: 0300 030 1866

Email: enquiries@sagic.co.uk

Website: www.sagic.co.uk

Authorised by the Prudential Regulation Authority and regulated by the
Financial Conduct Authority and Prudential Regulation Authority
Member of the Association of British Insurers and the Financial Ombudsman Service