



# Landlord Insurance Policy Wording Booklet.



Important: Please read and keep safe.



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# Your policy explained

We have designed our landlord insurance policy to cover you against the unexpected. However, like all insurance policies, there are limits to what we will cover and what we will not.

Here is a brief overview of the main things that your policy will pay out for. You will find the full details later in this document.

## **Buildings insurance**

Some of the main reasons customers make a claim on their buildings insurance include:

- Their let property has been damaged by a storm, a fire or leaking water.
- Loss of rent as a result of their let property being rendered uninhabitable following loss or damage caused by an insured peril.

## **Landlords Contents insurance**

Some of the main reasons customers make a claim on their contents insurance include:

- Their furnishings at the let property have been burgled.
- Their carpets or other furnishings have been accidentally damaged.

## **Some of the main reasons we will not pay a claim are:**

The damage was due to general wear and tear, poor design or workmanship.

The claim was for accidental damage, but the customer had not bought the additional accidental damage cover.

The maximum claim limits shown in the policy schedule were not enough to replace their property and belongings as new.

## **Wear & tear**

Almost everything in your let property will suffer from general wear and tear over time. You can extend the lifetime of your property and the possessions inside it by taking care of them and maintaining them. So, for example, from time to time it would be worth having your roof checked for missing or cracked tiles and making sure any exposed pipework is insulated to protect against freezing.

If you look after your property and something unexpected happens, that's when your insurance should be there to help. However, if for example, your roof leaks because you have not looked after it, that is when we may not be able to pay a claim.

# Introduction to your policy

Thank you for choosing Landlord Insurance from Uinsure.

This policy wording describes what is insured and the events you are insured against during the period of insurance. It also details the procedures to follow should you need to make a claim and outlines what the policy does not cover.

Please read this alongside your policy schedule and statement of insurance to ensure that this policy meets your needs. If any of the information you have provided us is incorrect or changes, you must tell us. Failure to do so could mean we reduce or reject your claim or even make your policy invalid.

Your policy is designed to be as simple and as clear as possible and we want you to be fully aware of your rights under it. If however you have any queries please call us on 0330 912 8852.

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

You have 14 days from when you receive your policy documents or the commencement date of your policy, whichever is later, to call us or write to us if you want to cancel your policy. This is known as a cooling-off period. If you cancel your policy during this period of time, provided you have not made a claim, we will refund your full premium and policy administration fee.

Hopefully you will never need us, but if you do make a claim we promise to deal with it as quickly as possible, leaving you one less thing to worry about.

Thank you for choosing Uinsure Landlord Insurance. We hope you will continue to be a Uinsure customer for many years to come.

Changing Your Policy

0330 912 8852

BTL/Landlord Insurance Claims

0344 856 2090

BTL/Landlords Home Emergency Claims

0800 999 4215

BTL/Landlords Legal Protection & Rent Guarantee Claims

01384 399 997

# Definitions

Throughout this policy there are certain words printed in bold. These words have special meanings which are shown below on pages 4-6.

Please note that these words do not apply to Section 3 (Let Home Emergency Cover) and Section 4 (Landlord Legal Expenses and Rent Guarantee cover) which have their own definitions.

## Accidental damage

Unexpected and unintended damage caused by something sudden and external.

## Buildings

The **property** and fixtures and fittings, garden walls, gates and fences, paths, drives and patios, carports, permanent swimming pools built of brick, stone or concrete, permanently fixed hot tubs or Jacuzzis, hard tennis courts and any **outbuildings** but not **garden items**.

## Davies Group

**Davies Group Limited**, Registered Company Number 06479822.

Registered in England and Wales. Registered Office - 7th Floor, 1 Minster Court, Mincing Lane, London, England, EC3R 7AA.

**Davies Group Limited** undertakes claims handling functions on behalf of **Uinsure** and the insurer named in **your schedule**.

## Endorsement

An agreed change to the terms of the policy as shown in **your policy schedule**.

## Excess

The amount **you** must pay towards each claim.

## Family

The person **you** are married to or live with as if **you** were married, **your** children, foster children and any other person who permanently lives with **you**, but not lodgers, **tenants** or any other paying guests.

## Flood

An invasion of the **property** by a large volume of water caused by a rapid build up or sudden release of water from outside the **buildings**.

## Garage

A structure originally built for storing a motor vehicle or motor vehicles.

## Garden items

Flowerbeds, hedges, lawns, potted plants, shrubs or trees outside the **buildings** but within the boundaries of **your property**.

## Heave

Upward movement of the ground beneath the **buildings** as

a result of the soil expanding.

## Incident

Any event that might lead to a claim.

## Landlords contents

Household goods, **Leaseholder Fixtures and Fittings**, free-standing kitchen appliances (dishwasher, washing machine, washer dryer, tumble dryer, cooker/oven/hob/hood, microwave, fridge, freezer or fridge freezer which **you** own) and furnishings contained in the **property**.

**Landlords contents** are only covered if:

- they belong to **you**; or
- **you** are responsible for them under a hiring or legal agreement.

## Landslip

Downward movement of sloping ground.

## Leaseholder Fixtures and Fittings

Permanent internal fixtures and fittings - including kitchens, bathrooms, toilets, sinks, internal doors, including door furniture, owned and provided by **you** as the leaseholder and not insured by any **buildings** insurance policy.

## Maximum claim limit

The most **we** will pay for any one claim under any section (or its extension) as shown in the **schedule**.

- The **Maximum claim limit** for section 1 - **Buildings** is shown in **your schedule**.
- The **Maximum claim limit** for section 2 - **Landlords Contents** is shown in **your schedule**.
- The **Maximum claim limit** for section 3 – Let Home Emergency Optional Cover is shown in **your schedule**.
- The **Maximum claim limit** for section 4 – Landlords Legal Expenses & Rent Guarantee Optional Cover is shown in **your schedule**.

If the **limits** shown in **your schedule** are not enough, please contact **your** insurance adviser.

## Outbuilding(s)

Unless **we** agree otherwise in writing, these are sheds, greenhouses and other structures but do not include:

- **garages**;
- carports;
- agricultural **buildings**;
- structures that are permanently open on one or more sides;
- structures that are lived in;
- any structure used to keep livestock of any kind;

# Definitions

- any structure which is not on a permanent foundation or base;
- tree houses;
- inflatable structures of any kind;
- any structure which is made of canvas, PVC or any other nonrigid material (except greenhouses); or
- any structure not within the boundary of the **property**, unless **we** agree otherwise in writing.

## Period of Insurance

The period of time covered by this policy, as shown in **your schedule** or until cancelled. Each renewal represents the start of a new **period of insurance**.

## Policy administration fee

The amount charged and retained by **Uinsure** for the services provided to **you** in setting up and administering the policy. The **policy administration fee** is identified separately on **your schedule**.

## Property

The **buildings** and the **property's garages and outbuildings**, all at the same address and owned by **you** and let to **tenants** as detailed on **your schedule** for domestic purposes only.

**Your property** must be made of brick, stone or concrete (excluding pre-fabricated concrete), and have a slate, tile or concrete roof.

## Schedule

The document which provides specific details of the insurance cover in force.

## Secured

**Outbuilding** doors are fitted with a padlock or other key operated security device; **outbuilding** windows are closed or sealed.

**Garage** doors are fitted with a padlock or other key-operated security device; **garage** windows are closed or sealed.

## Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings** within 10 years of construction.

## Statement of insurance

The **statement of insurance** that contains information **you** gave **us** and any other information **you** gave **us**. This includes information given on **your** behalf.

## Storm

**We** consider **storm** to be a period of violent weather defined as:

- wind speeds with gusts of at least 48 knots (55mph);
- heavy or persistent rainfall at a rate of at least 25mm per hour;
- snow to a depth of at least one foot (30 cms) in 24 hours; or
- hail of such intensity that it causes damage to hard surfaces or breaks glass.

## Subsidence

Downward movement of the ground beneath the **buildings** other than by **settlement**.

## Tenant(s)

A person occupying **your property** by virtue of a **tenancy agreement** (other than for a parent, sibling or child of yours where no **tenancy agreement** is required).

## Tenancy agreement

A **tenancy agreement** in writing made between **you** or **your** letting agents and management companies and / or the **tenant** which is an assured shorthold **tenancy agreement** within the meaning of the Housing Acts 1988 and 1996 or a Short Assured Tenancy or Assured Tenancy as defined in the Housing (Scotland) Act 1988 or a **tenancy agreement** in which the **tenant** is a limited company; or

In Northern Ireland the agreement between **you** and the **tenant** to let the **property** must not be a Protected Tenancy or a Statutory Tenancy within the meaning of the Rent (NI) Order 1978 nor a Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983 or a **tenancy agreement** in which the **tenant** is a limited company or a **tenancy agreement** or lease of a commercial premises or

Any other residential tenancy as agreed by **us** in writing.

This definition excludes the subletting of **your property**.

## Uinsure

The policy administrator. Uinsure Limited.  
Registered in England and Wales No. 06046870

Registered office: XYZ Building, Hardman Boulevard,  
Manchester, England, M3 3AQ.

Trading office: PO Box 5524, Manchester, M61 0QR.

Uinsure Limited is authorised and regulated by the Financial Conduct Authority.No 463689.

## United Kingdom

Great Britain and Northern Ireland.

## Unoccupied

The **property** is considered to be **unoccupied** when it is not lived in by a **tenant**. Unoccupancy is considered to start from the date the last **tenant** vacated the **property**, which may pre-date the commencement of this cover.

# Definitions

## **Vermin**

Badgers, foxes, squirrels, rodents and other wild animals and birds (whether a protected species or not), which by their nature cause harm, damage or carry disease.

## **URIS Group**

**URIS Group** Limited. Registered in England and Wales No. 2461657. Registered office: Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL.

**URIS Group** Limited is authorised and regulated by the Financial Conduct Authority.No 307332 undertakes certain policy administration functions on of the insurer named on **your schedule**, and **Uinsure**.

## **We, our, us**

The insurer named on **your schedule**, Davies Group, **URIS Group** and **Uinsure**.

## **You**

The person or people, or the directors or partners of the business, shown in the **schedule** as 'Applicants'

## **Your**

Belonging to **you** or for which **you** are legally responsible.



# How to make a claim

## Before You Call Us

If something has been stolen, or **your property** has been damaged by a riot or vandalism, malicious damage or theft, **you** must start by calling the Police.

It is really important that **you** do not throw away any damaged items until **we** say so.

Unless in the case of emergency, please do not carry out any repairs or replace any items without **us** agreeing to this first.

Finally, do not negotiate or settle any claims made against **you**, unless **we** have written to **you** to say **you** can. Failure to do so may result in **your** claim being rejected or **your** claim payment could be reduced. In some circumstances, **your** policy may become invalid.

## Call our claims helpline on 0344 856 2090

### Landlord Legal Expenses & Rent Guarantee Optional Cover

If **you** are claiming for legal assistance or to make a claim under Rent Guarantee, please phone 01384 399 997 between the hours of 9.00am and 5.00pm, Monday to Friday.

### Let Home Emergency Optional Cover

If **you** or the **tenant** are claiming for let home emergency, please phone 0800 999 4215. This helpline is open 24 hours a day, 365 days a year. All calls are recorded for training purposes. Please refer to the claims guidelines under 'IF YOU NEED TO MAKE A LET HOME EMERGENCY CLAIM' on page 30 and have ready **your** policy number (where known) which is noted on **your** Landlord Insurance schedule.

## How we will settle your claim

When settling **your** claim **we** have the following options available to **us** and **we** will decide which is most appropriate:

- Repair
- Replace as new
- Rebuild
- Payment

**We** may offer to repair, replace as new or rebuild any loss or damage through one of **our** approved suppliers, however, should **you** prefer to use **your** own supplier **you** may, providing **you** agree this with **us** beforehand. Should **you** use **your** own supplier, any payment made would not normally exceed the discounted amount **we** would have paid **our** approved supplier. All **our** repairs are guaranteed for one year.

If **we** decide it is not appropriate to repair, rebuild or replace as new **your buildings** and/or **landlords contents**, **we** will send **you** a payment representing:

- the amount by which the **buildings** and/or **landlords contents** has gone down in value as a result of the claim; or
- the estimated cost to repair, replace as new or rebuild **your buildings** and/or **landlords contents**;

whichever is the lowest.

If **we** can repair or replace as new an item but **we** agree to a cash settlement **we** will only pay what it would cost **us** to repair or replace as new the item using **our** own suppliers.

If **we** pay a claim for the same cause happening at the same time under the **buildings** and **landlords contents** sections, **we** will only take off one **excess**.

This will be the highest **excess** shown in **your** schedule for the sections concerned.

## Important

**You** must make sure that the **maximum claim limit** is accurate.

- Under section 1 - **Buildings**, the **maximum claim limit** must be enough to fully rebuild **your property**, including the cost of demolishing any existing structures (if needed) and removing debris.
- Under section 2 - **Landlords contents**, the **maximum claim limit** must be enough to replace all the **landlords contents** of **your property** with new items of the same or nearest equivalent quality and type.

When an **incident** happens if the **maximum claim limit** under any section is less than the current cost of replacing as new, repairing or rebuilding the **property** as new **we** will apply the following:

- If, at the time of any loss or damage, the **buildings maximum claim limit** is not enough to reconstruct **your buildings** **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **maximum claim limit**. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings maximum claim limit** was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

If however the correct **maximum claim limit** is shown to exceed **our** acceptance terms and criteria **we** will refuse to pay **your** claim.

- If, at the time of any loss or damage, the **landlords contents maximum claim limit** is not enough to replace the entire **landlords contents** of **your property** as new, **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **maximum claim limit**. For example, if the premium

# How to make a claim

**you** have paid for **your landlords contents** insurance is equal to 75% of what **your** premium would have been if **your landlords contents maximum claim limit** was enough to replace the entire **landlords contents** of **your property** as new, then **we** will pay up to 75% of any claim made by **you**.

If however the correct **maximum claim limit** is shown to exceed **our** acceptance terms and criteria **we** will refuse to pay **your** claim.

## Matching pairs or sets

**We** treat each separate item of a matching pair or set, or set of furniture, sanitary suite or fittings, soft furnishings or other fixtures and fittings, as a single item. **We** will only pay for lost or damaged items. **We** will not pay for the cost of replacing, recovering or remodelling undamaged pieces, or pieces which have not been lost or damaged, just because it forms part of a set, suite or one of a number of items similar in nature, colour or design. If an item in a set is lost or damaged, the other pieces of the set may lose some value, even if they have not been physically damaged themselves.

This loss of value is not covered by the policy.

## Matching carpets

If **you** have a matching carpet or other floor covering in more than one room or area, **we** treat each room or area as separate. **We** will only pay for the damage to the carpet or floor covering in the room or area where the damage happened.

## Buildings section

**You** must keep **your buildings** in good repair.

## Protecting sums insured

The **maximum claim limit** under the **buildings** and **landlords contents** sections will not be reduced if **you** make a claim.

# What is not covered

Please note that these exclusions do not apply to Section 3 (Let Home Emergency optional cover) and Section 4 (Landlord Legal Expenses & Rent Guarantee optional cover) which have their own policy exclusions.

The policy does not cover the following.

- 1) Any loss or damage (including related cost or expense) caused by any act of terrorism no matter whether any other cause or event contributes at the same time or in any other order to the loss.

For the purpose of this exclusion, an act of terrorism means using or threatening to use:

- force or violence (or both); or
- biological, chemical or nuclear force.

The act must be carried out by any person or group of people, whether acting alone or on behalf of or in connection with any organisation or government, for political, religious or similar purposes, including the intention to influence any government or to put the public or any section of the public in fear. However, losses caused by or resulting from riot, strike, civil commotion and malicious damage are not excluded.

- 2) Any action taken to control or prevent terrorism.
- 3) Loss, damage, injury or legal liability caused by or in connection with or contributed to by:
  - riot or civil disturbance outside the **United Kingdom**.
  - **property** being confiscated or detained by customs or other officials;
  - pressure waves caused by aircraft and other flying objects travelling at any speed;
  - ionising, radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel;
  - the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
  - war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition or destruction of or damage to **property** by or under the order of any government or public or local authority.
- 4) Pollution or contamination by any substances, forces or emissions (such as radiation) or organisms, or any combination of them, if the pollution or contamination:
  - did not happen suddenly;
  - was the result of an intentional act;

- was expected or should have been expected;
- happened before the policy started; or
- is not reported to **us** as soon as possible and within 30 days of the end of the **period of insurance** in which it happened.

- 5) Indirect losses (that is any loss, damage or additional expense, which happens as a result of, or is a side effect of, the event for which **you** are insured). This includes but is not limited to the following:
  - loss of earnings;
  - travel costs;
  - loss assessor fees;
  - the cost of preparing a claim; or
  - compensation for stress and/or inconvenience.
- 6) **Property** more specifically covered by another policy of insurance.
- 7) Any criminal or deliberate act by **you** or **your family** (Loss or damage relating to Malicious damage and theft by **tenants** and manufacturing or harvesting of drugs by **tenants** may be covered if shown in the **schedule**).
- 8) Any reduction in the market value of any **property** following its repair or reinstatement.
- 9) **Your** policy does not cover claims arising from wear and tear or anything that happens gradually, depreciation, corrosion or rusting, damp, insects, **vermin**, fungus, condensation, breakdown and rot, fading, frost, the process of cleaning, dyeing, repairing, alteration, restoration or renovation.
- 10) Any loss, damage, injury or accident that commenced before the **period of insurance**.
- 11) Any loss or damage that does not arise from one identifiable event which directly and immediately caused the loss or damage.
- 12) Loss or damage that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs.
- 13) Loss or damage caused to any **motor vehicles** (other than domestic garden implements), caravans, trailers or watercraft and accessories.
- 14) Domestic Pets - loss or damage caused by domestic pets or **vermin**.
- 15) Sublet properties.

# Section 1

## Buildings

(This section applies only if shown in the **schedule**)

| What is insured   | What is not insured   |
|---|---|
| <p><b>Your buildings</b> are covered under this section.</p>  | <p>The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p>  |
| <p><b>The most we will pay</b><br/>The most <b>we</b> will pay for loss of or damage to the <b>buildings</b> is the <b>maximum claim limit</b> shown in the <b>schedule</b>.</p> <p><b>The causes covered</b><br/>The <b>buildings</b> identified in the <b>schedule</b> are covered for loss or damage caused by any of the following:</p> |   |
| <p>1) Fire, smoke, explosion, lightning or earthquake.</p>  | <p>1) Loss or damage caused by smog, industrial or agricultural output.</p> <p>Smoke damage arising gradually or of repeated exposure.</p>  |
| <p>2) <b>Storm</b> or <b>flood</b>.</p>   | <p>2) Loss or damage:</p> <ul style="list-style-type: none"><li>to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates, hedges and fences, swimming pools, tennis courts;</li><li>caused by frost;</li><li>caused by rising water table levels; or</li><li>caused by <b>subsidence, heave</b> or <b>landslip</b> other than as covered under cause 8 of Section 1 - <b>Buildings</b>.</li></ul>   |
| <p>3) Escape of water or oil from and frost damage to any fixed water or heating installation, apparatus and pipes.</p>   | <p>3) Loss or damage:</p> <ul style="list-style-type: none"><li>whilst the <b>buildings</b> are <b>unoccupied</b> for 60 days or more;</li><li>to the apparatus and/or pipes from which water and/or oil has escaped;</li><li>that has been happening gradually over a period of time; or</li><li>caused by <b>subsidence, heave</b> or <b>landslip</b> other than as covered under cause 8 of Section 1 - <b>Buildings</b>.</li></ul> <p>The policy <b>excess</b> for escape of water as shown in the <b>schedule</b>.</p> |

# Section 1

## Buildings

(This section applies only if shown in the **schedule**)

| What is insured  | What is not insured   |
|--|---|
| <p><b>Your buildings</b> are covered under this section.</p>   | <p>The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p>  |
| <p>4) Theft or attempted theft.</p>  | <p>4) Loss or damage whilst the <b>buildings</b> are <b>unoccupied</b> for 60 consecutive days or more.</p> <p>By <b>you</b>, any <b>tenant</b> or person lawfully on the <b>property</b>.</p> <p>Theft or attempted theft not caused by violent and forcible entry or exit, unless deception is used solely to gain entry to <b>your property</b>.</p>   |
| <p>5) The <b>buildings</b> being hit by:</p> <ul style="list-style-type: none"><li>• aircraft or other flying objects, or anything dropped from them;</li><li>• fireworks;</li><li>• vehicles, trains or trams;</li><li>• falling aerials, masts or satellite dishes;</li><li>• falling trees or branches;</li><li>• animals or birds; or</li><li>• lamp posts or telegraph poles.</li></ul> | <p>5) Loss or damage:</p> <ul style="list-style-type: none"><li>• caused by pets;</li><li>• to aerials, aerial fittings, satellite dishes or masts;</li><li>• arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged <b>your buildings</b>; or</li><li>• to hedges, gates and fences.</li></ul>               |
| <p>6) Riot, civil commotion, labour and political disturbances.</p>  | <p>6) Loss or damage that is not reported to the police within seven days.</p>  |
| <p>7) Malicious damage or vandalism.</p>   | <p>7) Loss or damage:</p> <ul style="list-style-type: none"><li>• whilst the <b>buildings</b> are <b>unoccupied</b> for 60 consecutive days or more;</li><li>• caused by <b>you</b>, any <b>tenant</b> or person lawfully on the <b>property</b>; or</li><li>• arising from and / or in connection with the manufacture, cultivation or harvesting of illegal drugs, unless otherwise shown on the <b>schedule</b>.</li></ul> |

# Section 1

## Buildings

(This section applies only if shown in the **schedule**)

| What is insured  | What is not insured   |
|--|---|
| <p>Your <b>buildings</b> are covered under this section.</p>   | <p>The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p>  |
| <p>8) <b>Subsidence, landslip</b> or <b>heave</b> of the site upon which the <b>buildings</b> stand.</p>   | <p>8) Loss or damage:</p> <ul style="list-style-type: none"><li>to the <b>buildings</b> or their foundations because the materials they are built from shrink or expand;</li><li>caused by the compaction of infill;</li><li>to the <b>buildings</b> or their foundations by <b>settlement</b> of the site on which the <b>buildings</b> stand;</li><li>caused by the sea or river wearing away the land;</li><li>caused by defective materials, faulty design or faulty workmanship;</li><li>caused by foundations which do not meet the Building Regulations at the time of construction;</li><li>caused by demolishing, structurally altering or repairing the <b>buildings</b>;</li><li>to solid floor slabs or damage from solid floor slabs moving, unless the foundations underneath the outside walls of the main building are damaged at the same time and by the same cause;</li><li>to walls, gates, hedges, <b>outbuildings</b>, fences, paths, drives, patios, swimming pools, ornamental pools, tennis courts, drains, septic tanks, pipes, cables and oil tanks, unless the main building is damaged at the same time and by the same cause; or</li><li>for which compensation is provided by contract or legislation.</li></ul> <p>Normal <b>settlement</b>, shrinkage or expansion.</p> <p>The policy <b>excess</b> for <b>subsidence</b> as shown in the <b>schedule</b>.</p> |
| <p>9) <b>Accidental damage</b> to fixed glass in windows, doors, fanlights, solar panels, skylights or fixed sanitaryware in the <b>buildings</b>, and ceramic hobs fixed to and forming part of the <b>buildings</b>.</p> | <p>9) Loss or damage:</p> <ul style="list-style-type: none"><li>whilst the <b>buildings</b> are <b>unoccupied</b> for 60 consecutive days or more;</li><li>caused by chipping, denting or scratching; or</li><li>to ceramic hobs in free-standing cookers.</li></ul>  |

# Section 1

## Buildings

(This section applies only if shown in the **schedule**)

| What is insured  | What is not insured   |
|--|---|
| <p><b>Your buildings</b> are covered under this section.</p>   | <p>The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p>  |
| <p>10) The cost of repairing <b>accidental damage</b> to underground pipes, services and cables servicing <b>your property</b> for which <b>you</b> are responsible.</p> <p><b>We</b> will pay the cost of breaking into and repairing the pipe between the main sewer and <b>your property</b> if releasing a blockage fails by normal means.</p>   | <p>10) Loss or damage:</p> <ul style="list-style-type: none"><li>• due to wear and tear or gradual deterioration; or</li><li>• caused by faulty materials, design, workmanship or as a result of any alterations, renovations or repairs.</li></ul> |
| <p>11) Loss of rent and/or cost of alternative accommodation incurred by <b>you</b> as a result of the <b>buildings</b> becoming uninhabitable following loss or damage caused by any of the causes listed in section 1 of this policy.</p>  | <p>11) Any amount above the amount shown in the <b>schedule</b>.</p> <p>Loss where a valid claim has not been accepted by <b>us</b> under section 1, causes 1-10.</p>   |
| <p>12) Emergency access</p> <p><b>We</b> will pay for damage to <b>your buildings</b> caused by the emergency services if they cause damage while getting into <b>your property</b> to deal with an emergency.</p> <p><b>We</b> will also pay for damage to <b>your garden items</b> (including re-landscaping costs) if caused by the emergency services while they are attending an emergency at <b>your property</b>.</p> | <p>12) Loss or damage:</p> <ul style="list-style-type: none"><li>• due to wear and tear or gradual deterioration; or</li><li>• caused by faulty materials, design, workmanship or as a result of any alterations, renovations or repairs.</li></ul> |
| <p>13) If <b>you</b> have exchanged contracts to sell <b>your property</b> will give the buyer the benefit of the insurance under this section until the sale is completed, unless the buyer has insurance cover elsewhere.</p>  | <p>13)</p>  |
| <p>14) The cost of replacing and installing locks on outside doors if keys to the <b>property</b> are lost or stolen.</p>  | <p>14) Any amount above the amount shown in the <b>schedule</b>.</p>  |
| <p>15) Increased metered electricity, gas or water charges incurred by <b>you</b> resulting from unauthorised use or escape of water and a subsequent claim under cause 3, section 1 of this policy.</p>   | <p>15) Any amount above the amount shown in the <b>schedule</b>.</p>  |
| <p>16) Professional fees and costs</p> <p>Expenses incurred by <b>you</b> as a result of removal of debris; compliance with government or local authority requirements; architects' and surveyors' fees incurred in the reinstatement of the building following loss or damage caused by any of the causes listed in section 1 of <b>your</b> policy.</p>  | <p>16) Any fees charged in the preparation of a claim.</p>  |

# Section 1

## Buildings

(This section applies only if shown in the **schedule**)

| What is insured  | What is not insured   |
|--|---|
| <p><b>Your buildings</b> are covered under this section.</p>   | <p>The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p>  |
| <p>17) Trace and access</p> <p>Expenses incurred by <b>you</b> in locating the source and subsequent making good of damage following loss or damage as a result of cause 3 or cause 10, section 1 of this policy.</p>  | <p>17) Any amount above the amount shown in the <b>schedule</b>.</p> <p>Loss or damage to the apparatus from which water or oil has escaped.</p>  |
| <p>18) All sums for which <b>you</b> are legally liable to pay as compensation for accidental death or injury to any person or loss or damage to third party <b>property</b> arising directly as a result of <b>your</b> ownership of the <b>property</b>, including defence costs and expenses incurred with <b>our</b> prior consent.</p> <p>This policy includes <b>your</b> landlords' legal liability under section 3 of the defective premises act 1972 or article 5 of the defective premises (Northern Ireland) order 1975 for injury to a third party or loss or damage to third party <b>property</b> arising from a defect in <b>your property</b> including defence costs that <b>we</b> have agreed in writing to pay.</p> <p>Please note:</p> <p>Defective Premises Act 1972<br/>The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (<a href="http://www.opsi.gov.uk">www.opsi.gov.uk</a>) or contact the Citizens Advice Bureau.</p> <p>Dangerous Dogs Act 1991<br/>The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (<a href="http://www.opsi.gov.uk">www.opsi.gov.uk</a>) or contact the Citizens Advice Bureau.</p> | <p>18) Any amount above the amount shown in the <b>schedule</b>.</p> <p>Bodily injury or death to any person who is engaged in <b>your</b> service, or is a member of <b>your family</b> or household.</p> <p>Arising out of or in any way connected with the transmission of any communicable disease.</p> <p>Damage to <b>property</b> under <b>your</b> custody or control.</p> <p>Arising out of any profession, occupation or business other than through private letting of the <b>property</b>.</p> <p>Arising out of the ownership, possession or operation of:</p> <ul style="list-style-type: none"><li>• any mechanically propelled vehicle other than a private garden vehicle operated within <b>your property</b>;</li><li>• any power operated lift;</li><li>• any aircraft or watercraft;</li><li>• a caravan whilst being towed; or</li><li>• any dogs designated as dangerous under the dangerous dogs act 1991.</li></ul> <p>Arising out of pollution or contamination.</p> <p>If <b>you</b> are entitled to indemnity under any other insurance.</p> <p>Any cost or expense not agreed by <b>us</b> in writing.</p> |



# Section 1

## Buildings

(This section applies only if shown in the **schedule**)

| What is insured   | What is not insured   |
|---|---|
| <p><b>Your buildings</b> are covered under this section.</p> <p>19) Liability for <b>domestic employees</b></p> <p><b>We</b> insure <b>you</b> against <b>your</b> legal liability for all amounts <b>you</b> have to pay as compensation for accidental bodily injury to or illness or disease which happens to any of <b>your domestic employees</b> during the course of their work at <b>your property</b> in connection with any claim or series of claims made against <b>you</b> and arising out of any one event occurring during the <b>period of insurance</b> within the <b>United Kingdom</b>.</p> <p>The most <b>we</b> will pay for any one claim, or series of claims arising from one cause, is the <b>maximum claim limit</b> shown in the <b>schedule</b> plus any costs and expenses <b>we</b> agree in writing.</p> | <p>The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p> <p>19) Any amount above the amount shown in the <b>schedule</b>.</p> <p>Liability arising from or in any way connected with the transmission of any communicable disease or virus by <b>you</b>.</p> <p>Any agreement unless <b>you</b> would have been liable had the agreement not been made.</p> <p>Any claim or other proceedings against <b>you</b> lodged or prosecuted in a court outside the <b>United Kingdom</b>.</p> <p>Liability arising from any business or profession.</p> <p>Liability for death of, bodily injury to, or illness or disease of any member of <b>your family</b>.</p> <p>Liability for which compulsory insurance or security is required by any road traffic legislation.</p> <p>Bodily injury to any employee arising out of being carried in or on a vehicle or entering or getting on to or off a vehicle where any road traffic law says <b>you</b> must have insurance or security.</p> <p>Bodily injury arising from any infectious disease or condition.</p> |

# Section 1

Buildings Optional Cover - Accidental and Malicious damage and theft by tenants cover  
(This section applies only if shown in the **schedule**)

| What is insured  | What is not insured  |
|--|--|
| <p><b>Your buildings</b> are covered under this section.</p>   | <p>The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p>   |
| <p><b>The most we will pay</b><br/>The most we will pay for loss of or damage to the <b>buildings</b> is the <b>maximum claim limit</b> shown in the <b>schedule</b>.</p> <p><b>The causes covered</b><br/>The <b>buildings</b> identified in the <b>schedule</b> are covered for loss or damage caused by any of the following:</p> |  |
| <p>1) <b>Accidental damage</b> to the <b>buildings</b> in addition to the causes listed in paragraphs 1 to 11 of this section.</p>   | <p>1) Loss or damage:</p> <ul style="list-style-type: none"> <li>• by any cause or event already covered under section 1 <b>buildings</b>;</li> <li>• caused by <b>vermin</b>; fungus or insects;</li> <li>• caused by chewing, scratching, tearing or fouling by domestic pets;</li> <li>• whilst the <b>buildings</b> are <b>unoccupied</b> for 60 consecutive days or more;</li> <li>• caused by wet or dry rot; faulty workmanship or design;</li> <li>• atmospheric or climatic conditions;</li> <li>• as a result of any building alterations, renovations or repairs; or</li> <li>• if already excluded within the 'definitions, policy conditions or policy exclusions' sections within this booklet.</li> </ul> <p>The cost of normal maintenance, and standard repairs</p> |

# Section 1

Buildings Optional Cover - Accidental and Malicious damage and theft by tenants cover  
(This section applies only if shown in the **schedule**)

| What is insured   | What is not insured  |
|---|--|
| <p><b>Your buildings</b> are covered under this section.</p>  | <p>The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p>   |
| <p>2) Malicious damage caused by the <b>tenants</b> to the <b>buildings</b> in addition to the causes listed in paragraphs 1 to 11 of this section.</p> | <p>2) Loss or damage:</p> <ul style="list-style-type: none"><li>• by any cause or event already covered under section 1 <b>buildings</b>;</li><li>• whilst the <b>buildings</b> are <b>unoccupied</b> for 60 consecutive days or more; or</li><li>• caused by the manufacture and harvest of illegal drugs on the <b>property</b> by the <b>tenant</b>.</li></ul> <p>The cost of normal maintenance and standard repairs</p> |
| <p>3) Loss or damage by theft or attempted theft caused by a <b>tenant</b>.</p>   | <p>3) Loss or damage whilst the <b>buildings</b> are <b>unoccupied</b> for 60 consecutive days or more.</p>  |

# Section 1

Buildings Optional Cover - Manufacture and harvest of drugs cover  
(This section applies only if shown in the **schedule**)

| What is insured   | What is not insured  |
|---|--|
| <p><b>Your buildings</b> are covered under this section.</p>  | <p>The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p>   |
| <p><b>The most we will pay</b><br/>The most <b>we</b> will pay for loss of or damage to the <b>buildings</b> is the <b>maximum claim limit</b> shown in the <b>schedule</b>.</p> <p><b>The causes covered</b><br/>The <b>buildings</b> identified in the <b>schedule</b> are covered for loss or damage caused by any of the following:</p>   | <p>Any amount recoverable from the <b>tenant</b> up to the total amount of the initial tenancy deposit as detailed on the <b>tenancy agreement</b> (proof of the deposit paid by the <b>tenant</b> must be submitted in the event of a claim).</p> <p>Any loss or damage which is insured by a policy issued to the <b>tenant</b>.</p> |
| <p>1) The costs to repair damage to the <b>buildings</b> caused by the manufacture, cultivation, harvesting or processing by any other method of drugs classed as controlled substances under the Misuse of Drugs Act (1971).</p> <p>It is a condition of the policy that <b>you</b> or authorised persons acting on <b>your</b> behalf or <b>your</b> managing agent shall in each instance:</p> <ul style="list-style-type: none"> <li>• obtain and retain written and verified references for all new residential <b>tenants</b>, prospective residential <b>tenants</b> or <b>tenants</b> in residence for less than a year, from a current employer, former landlord or sponsor. <b>You</b> must produce such written references if so requested by <b>us</b> in the event of a claim under this additional cover;</li> <li>• obtain and retain formal photo ID of any new <b>tenant</b>;</li> <li>• obtain and record details of any new <b>tenant</b>'s bank account and verify those details by receiving at least one payment from such account;</li> <li>• carry out internal and external inspection of the <b>Buildings</b> at least every 3 months;</li> <li>• maintain a log of such inspections and retain that log; and</li> <li>• carry out a six-monthly management check of the inspections log.</li> </ul> <p>If <b>you</b> do not adhere to these conditions, <b>your</b> claim may be rejected or a claim payment could be reduced. In some circumstances, <b>your</b> policy may become invalid.</p> | <p>1) Any amount above the amount shown in the <b>schedule</b>.</p> <p>Loss or damage caused by <b>you</b> or <b>your family</b>.</p>  |

# Section 2

## Landlords Contents

(This section applies only if shown in the **schedule**)

| What is insured   | What is not insured   |
|---|---|
| <p><b>Your landlords contents</b> which includes <b>Leaseholder Fixtures and Fittings</b> are covered under this section.</p>   | <p>The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p>  |
| <p><b>The most we will pay</b><br/>The most <b>we</b> will pay for loss of or damage to the <b>landlords contents</b> is the <b>maximum claim limit</b> shown in the <b>schedule</b>.</p> <p>The most <b>we</b> will pay for <b>landlords contents</b> in the open (but within the boundary of <b>your property</b>) is the <b>maximum claim limit</b> shown in the <b>schedule</b>.</p> <p>The most <b>we</b> will pay for any one claim for theft of <b>landlords contents</b> from a <b>secured outbuilding</b> or <b>garage</b> built of brick, stone or concrete and kept in good repair is the <b>maximum claim limit</b> for theft of <b>landlords contents</b> in an <b>outbuilding</b> or <b>garage</b> shown in the <b>schedule</b>.</p> <p><b>The causes covered</b><br/>The <b>landlords contents</b> and <b>Leaseholder Fixtures and Fittings</b> identified in the <b>schedule</b> are covered for loss or damage caused by any of the following:</p> | <p>Anything more specifically insured in another part of this policy.</p> <p>Any amount above the amount shown in the <b>schedule</b>.</p> <p><b>Leaseholder Fixtures and Fittings</b> that are covered by a separate <b>buildings</b> policy.</p>  |
| <p>1) Fire, smoke, explosion, lightning or earthquake.</p>  | <p>1) Loss or damage caused by smog, industrial or agricultural output.</p> <p>Smoke damage arising gradually or of repeated exposure.</p>  |
| <p>2) <b>Storm</b> or <b>flood</b>.</p>   | <p>2) Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• by frost;</li> <li>• to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts; or</li> <li>• by rising water table levels.</li> </ul> <p><b>Landlords contents</b> in the open.</p> |
| <p>3) Escape of water or oil from any fixed water or heating installation, apparatus and pipes.</p>   | <p>3) Loss or damage:</p> <ul style="list-style-type: none"> <li>• Whilst the <b>buildings</b> are <b>unoccupied</b> for 60 days or more;</li> <li>• To the apparatus and/or pipes from which water and/or oil has escaped; or</li> <li>• As a result of wear and tear or gradual deterioration.</li> </ul>                     |

# Section 2

## Landlords Contents

(This section applies only if shown in the **schedule**)

| What is insured   | What is not insured  |
|---|--|
| <b>Your landlords contents</b> which includes <b>Leaseholder Fixtures and Fittings</b> are covered under this section.  | The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b> .   |
| 4) Theft or attempted theft   | 4) By <b>you</b> , any <b>tenant</b> or person lawfully on the <b>property</b> .<br><br>Loss or damage whilst the <b>buildings</b> are <b>unoccupied</b> for 60 consecutive days or more.<br><br>Theft or attempted theft not caused by violent and forcible entry or exit, unless deception is used solely to gain entry to <b>your property</b> .  |
| 5) The <b>buildings</b> being hit by: <ul style="list-style-type: none"><li>• aircraft or other flying objects, or anything dropped from them;</li><li>• fireworks;</li><li>• vehicles, trains or trams;</li><li>• falling aerials, masts or satellite dishes;</li><li>• falling trees or branches;</li><li>• animals or birds; or</li><li>• lamp posts or telegraph poles.</li></ul> | 5) Loss or damage: <ul style="list-style-type: none"><li>• caused by maintenance to trees; or</li><li>• to aerials, satellite dishes and masts.</li></ul>  |
| 6) Riot, civil commotion, labour and political disturbances.  | 6)   |
| 7) Malicious damage or vandalism.   | 7) Loss or damage: <ul style="list-style-type: none"><li>• whilst the <b>buildings</b> are <b>unoccupied</b> for 60 consecutive days or more;</li><li>• caused by <b>you</b>, any <b>tenant</b> or person lawfully on the <b>property</b>; or</li><li>• arising from and / or in connection with the manufacture, cultivation or harvesting of illegal drugs, unless otherwise shown on the <b>schedule</b>.</li></ul>   |
| 8) <b>Subsidence, landslip or heave</b> of the site upon which the <b>buildings</b> stand.  | 8) Loss or damage caused by: <ul style="list-style-type: none"><li>• the sea or river wearing away the land;</li><li>• faulty design or construction of the <b>buildings</b> or their foundations;</li><li>• demolishing, altering or repairing the <b>buildings</b>; or</li><li>• the foundations of the building or the materials from which they are built shrinking or expanding.</li></ul><br>Loss or damage for which compensation is provided by contract or legislation. |

# Section 2

## Landlords Contents

(This section applies only if shown in the **schedule**)

| What is insured   | What is not insured   |
|---|---|
| <p><b>Your landlords contents</b> which includes <b>Leaseholder Fixtures and Fittings</b> are covered under this section.</p>   | <p>The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p>  |
| <p>9) Accidental breakage in <b>your property</b> to:</p> <ul style="list-style-type: none"><li>• Fixed glass in furniture (but not glass in pictures or clocks);</li><li>• Glass shelves;</li><li>• Glass tops to furniture;</li><li>• Fixed glass in mirrors; or</li><li>• Ceramic hobs in free-standing cookers and ceramic tops in free-standing cookers.</li></ul> | <p>9) Loss or damage caused by scratching or denting</p>  |
| <p>10) Loss of rent and/ or cost of alternative accommodation incurred by <b>you</b>, as a result of the <b>buildings</b> becoming uninhabitable following loss or damage caused by any of the causes listed in section 2 of this policy.</p>   | <p>10) Any amount above the amount shown in the <b>schedule</b>.</p> <p>Loss where a valid claim has not been accepted by <b>your</b> insurers under section 2, causes 1-8.</p> <p>Loss where a valid claim has been accepted by <b>your</b> insurers under Section 1 of this policy.</p> |

# Section 2

## Landlords Contents

(This section applies only if shown in the **schedule**)

| What is insured   | What is not insured   |
|---|---|
| <p><b>Your landlords contents</b> which includes <b>Leaseholder Fixtures and Fittings</b> are covered under this section.</p>   | <p>The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p>  |
| <p>11) A legal liability to the public.</p> <p>All sums for which <b>you</b> are legally liable as the owner of the <b>landlords contents</b> to pay as compensation for accidental death or injury to any person, or loss or damage to third party <b>property</b> including defence costs and expenses incurred with <b>our</b> prior consent.</p> <p>This includes <b>your</b> landlords' legal liability under section 3 of the defective premises act 1972 or article 5 of the defective premises (Northern Ireland) order 1975 for injury to a third party or loss or damage to third party <b>property</b> arising from a defect in <b>your property</b> including defence costs that <b>we</b> have agreed in writing to pay.</p> <p>Note:</p> <p>Defective Premises Act 1972</p> <p>The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (<a href="http://www.opsi.gov.uk">www.opsi.gov.uk</a>) or contact the Citizens Advice Bureau.</p> <p>Dangerous Dogs Act 1991</p> <p>The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (<a href="http://www.opsi.gov.uk">www.opsi.gov.uk</a>) or contact the Citizens Advice Bureau.</p> | <p>11) Any amount above the amount shown in the <b>schedule</b>.</p> <p>Bodily injury or death to any person who is engaged in <b>your</b> service, or is a member of <b>your family</b> or household.</p> <p>Arising out of or in any way connected with the transmission of any communicable disease.</p> <p>Damage to <b>property</b> under <b>your</b> custody or control.</p> <p>Arising out of any profession, occupation or business other than through private letting of the <b>property</b>.</p> <p>Arising out of the ownership, possession or operation of:</p> <ul style="list-style-type: none"><li>• any mechanically propelled vehicle other than a private garden vehicle operated within <b>your property</b>;</li><li>• any power operated lift;</li><li>• any aircraft or watercraft;</li><li>• a caravan whilst being towed; or</li><li>• any dogs designated as dangerous under the dangerous dogs act 1991.</li></ul> <p>Arising out of pollution or contamination.</p> <p>If <b>you</b> are entitled to indemnity under any other insurance.</p> <p>Any cost or expense not agreed by <b>us</b> in writing.</p> |



# Section 2

## Landlords Contents

(This section applies only if shown in the **schedule**)

| What is insured  | What is not insured  |
|--|--|
| <p><b>Your landlords contents</b> which includes <b>Leaseholder Fixtures and Fittings</b> are covered under this section.</p>  | <p>The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p>   |
| <p>12) Liability for <b>domestic employees</b></p> <p><b>We</b> insure <b>you</b> against <b>your</b> legal liability for all amounts <b>you</b> have to pay as compensation for accidental bodily injury to or illness or disease of any which happens to any of <b>your domestic employees</b> during the course of their work at <b>your property</b> in connection with any claim or series of claims made against <b>you</b> and arising out of any one event occurring during the <b>period of insurance</b> within the <b>United Kingdom</b>.</p> <p>The most <b>we</b> will pay for any one claim, or series of claims arising from one cause, is the <b>maximum claim limit</b> shown in the <b>schedule</b> plus any costs and expenses <b>we</b> agree in writing</p> | <p>12) Any amount above the amount shown in the <b>schedule</b>.</p> <p>Liability arising out of or in any way connected with the transmission of any communicable disease or virus by <b>you</b>.</p> <p>Any agreement unless <b>you</b> would have been liable had the agreement not been made.</p> <p>Any claim or other proceedings against <b>you</b> lodged or prosecuted in a court outside the <b>United Kingdom</b>.</p> <p>Liability arising from any business or profession.</p> <p>Liability for death of, bodily injury to, or illness or disease of any member of <b>your family</b>.</p> <p>Liability for which compulsory insurance or security is required by any road traffic legislation.</p> <p>Bodily injury to any employee arising out of being carried in or on a vehicle or entering or getting on to or off a vehicle where any road traffic law says <b>you</b> must have insurance or security.</p> <p>Bodily injury arising from any infectious disease or condition.</p> |

# Section 2

## Landlords Contents - Accidental and Malicious damage and theft by tenants cover

(This section applies only if shown in the **schedule**)

| What is insured  | What is not insured   |
|--|---|
| <p><b>Your landlords contents</b> which includes <b>Leaseholder Fixtures and Fittings</b> are covered under this section.</p>  | <p>The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p>  |
| <p><b>The most we will pay</b><br/>The most <b>we</b> will pay for loss of or damage to the <b>landlords contents</b> is the <b>maximum claim limit</b> shown in the <b>schedule</b>.</p> <p><b>The causes covered</b><br/>The <b>landlords contents</b> and <b>Leaseholder Fixtures and Fittings</b> identified in the <b>schedule</b> are covered for loss or damage caused by any of the following:</p> | <p>Any amount recoverable from the <b>tenant</b> up to the total amount of the initial tenancy deposit as detailed on the <b>tenancy agreement</b> (proof of the deposit paid by the <b>tenant</b> must be submitted in the event of a claim).</p> <p>Any loss or damage which is insured by a policy issued to the <b>tenant</b>.</p>  |
| <p>1) <b>Accidental damage</b> to the <b>landlords contents</b> and <b>Leaseholder Fixtures and Fittings</b> in addition to the causes listed in paragraphs 1 to 10 of this section.</p>   | <p>1) Loss or damage:</p> <ul style="list-style-type: none"> <li>• by any cause or event already covered under section 2 <b>landlords contents</b>;</li> <li>• caused by <b>vermin</b>; fungus or insects;</li> <li>• caused by chewing, scratching, tearing or fouling by domestic pets;</li> <li>• whilst the <b>buildings</b> are <b>unoccupied</b> for 60 consecutive days or more;</li> <li>• caused by wet or dry rot; faulty workmanship or design;</li> <li>• atmospheric or climatic conditions;</li> <li>• as a result of any building alterations, renovations or repairs; or</li> <li>• if already excluded within the 'definitions, policy conditions or policy exclusions' sections within this booklet.</li> </ul> <p>The cost of normal maintenance, and standard repairs</p> |

# Section 2

## Landlords Contents - Accidental and Malicious damage and theft by tenants cover

(This section applies only if shown in the **schedule**)

| What is insured   | What is not insured  |
|---|--|
| <p><b>Your landlords contents</b> which includes <b>Leaseholder Fixtures and Fittings</b> are covered under this section.</p>   | <p>The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p>   |
| <p>2) Malicious damage caused by the <b>tenants</b> to the <b>landlords contents</b> and <b>Leaseholder Fixtures and Fittings</b> in addition to the causes listed in paragraphs 1 to 10 of this section.</p> | <p>2) Loss or damage:</p> <ul style="list-style-type: none"> <li>• by any cause or event already covered under section 2 <b>landlords contents</b>;</li> <li>• caused by <b>vermin</b>; fungus or insects;</li> <li>• caused by chewing, scratching, tearing or fouling by domestic pets;</li> <li>• whilst the <b>buildings</b> are <b>unoccupied</b> for 60 consecutive days or more;</li> <li>• caused by wet or dry rot; faulty workmanship or design;</li> <li>• atmospheric or climatic conditions;</li> <li>• as a result of any building alterations, renovations or repairs;</li> <li>• caused by the manufacture and harvest of illegal drugs on the <b>property</b> by the <b>tenant</b>; or</li> <li>• if already excluded within the 'definitions, policy conditions or policy exclusions' sections within this booklet.</li> </ul> <p>The cost of normal maintenance, and standard repairs</p> |
| <p>3) Loss or damage by theft or attempted theft caused by a <b>tenant</b>.</p>   | <p>3) Loss or damage whilst the <b>buildings</b> are <b>unoccupied</b> for 60 consecutive days or more.</p>  |

# Policy conditions

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

Please note that these conditions do not apply to Section 3 (Let Home Emergency optional cover) and Section 4 (Landlord Legal Expenses & Rent Guarantee optional cover) which have their own policy conditions.

## 1. The contract of insurance

This policy is a contract of insurance between **you** and **us**.

The following elements form the contract of insurance between **you** and **us**, please read them and keep them safe:

- **your** policy wording booklet;
- **your schedule**;
- any endorsements on **your** policy, as set out in **your schedule**; and
- any changes to **your** Landlord Insurance policy contained in notices issued by **us** at renewal.

In return for **you** paying **your** premium, **we** will provide the cover shown on **your schedule** on the terms and conditions of this policy booklet during the **period of insurance**.

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

## 2. Information you have given us

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

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

For example, **we** will:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance which may impact how **we** deal with a claim;
- reduce the amount **we** pay. On valid claims **we** will pay in proportion to the premium that has been paid. For example, if **you** have paid half the premium **you** should have, then **we** will only pay half of **your** claim; or
- cancel **your** policy.

**We** will write to **you** if **we**:

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

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

**Your schedule** and **statement of insurance** show the cover **you** have selected. The choices **you** have made will depend on **your** personal circumstances. **You** should check **your schedule** and **statement of insurance** carefully to ensure **you** have the level of cover **you** require.

## Important Note

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

## 3. Changes

**We** have relied on the answers that **you** gave about yourself which allowed **us** to assess the chance of **you** suffering a loss, based on statistics that **we** have gathered over many years. The information allowed **us** to decide what premium to charge **you** and what conditions should apply to **your** cover.

If any of the answers were incorrect or have changed and **you** have not received **our** written agreement to the change or extra information, **your** policy may not be valid. If the policy is not valid, **you** cannot make a claim.

As a guide, here are a few examples of changes that **you** must tell **us** about. The list does not cover all possible changes.

- if **you** change **your** address;
- if **you** receive a conviction, or are prosecuted (except for motoring offences where a prison sentence has not been served);
- about any changes to **your buildings** that will increase the rebuilding costs;
- if **your buildings** are due to undergo structural alternation, repair, renovation or other building works;
- about any increase in the value of **your landlords contents**; or
- if **your property** will be **unoccupied** for more than 60 days in a row.

Please remember that if **you** do not tell **us** about changes, it may affect any claim **you** make. These changes may result in a change to **your** premium and/or **excess**.

## 4. The law that applies

This contract is written in English and all communications about it will be in English. Unless **we** have agreed

# Policy conditions

otherwise, this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

## 5. Rights of third parties

Nothing contained in this contract gives anyone else any rights under the Contracts (Rights of Third Parties) Act 1999 or any legislation that amends the Act.

## 6. Other insurances

If **you** have any other insurance policies that cover the same loss, damage or liability as this policy, **we** will only pay **our** share of any claim.

## 7. Precautions

**You** must take care to:

- keep **your property** in a good state of repair; and
- avoid or limit any loss, damage or injury.

## 8. Security

**We** may insist that **your property** meets **our** minimum security requirements and **our** Minimum standards of security **endorsement** (MSS1), detailed below will apply to **your** policy and **we** will print an **endorsement on your schedule**.

### MSS1: Minimum standards of security Endorsement

**We** will not pay for loss or damage caused by theft, attempted theft or malicious damage unless the **property** meets the following minimum security requirements:

- **Your** final exit door, any other external doors, sliding doors, patio doors and double leaf french doors are fitted with a 5 lever mortise deadlock conforming to BS3621, a rim automatic deadlock or a multi-point locking system;
- All externally accessible windows are fitted with key operated window locks or key operated handles (Windows are considered to be externally accessible if they can be accessed from outside **your property** without a ladder or by climbing from a nearby flat roof);

## 9. Cancelling the policy and the cooling-off period

**You** have 14 days from when **you** receive **your** policy documents or enter into this contract, whichever is later, to contact **Uinsure** if **you** want to cancel **your** policy. This is known as a cooling-off period. If **you** cancel **your** policy during this period of time, provided **you** have not made a claim, **we** will refund **your** full premium and **policy administration fee**. If any claim has been made during the period of cover provided, no refund of premium or **policy administration fee** will be allowed.

**You** may cancel **your** policy any time after the cooling-off period by contacting **Uinsure**. As long as **you** have not made a claim, **we** will refund **you** for the time that was left on **your** policy, but not for the **policy administration fee**. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you**

will not be entitled to any refund.

**We** or anyone **we** authorise can cancel this policy at any time by sending **you** fourteen days' notice in writing. **We** will send the notice to the last known address **we** have for **you**. As long as **you** have not made a claim, **we** will refund **you** for the time that was left on **your** policy. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund. **We** will only cancel this insurance for a valid reason. Examples of valid reasons include but are not limited to:

- non payment of premium;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

For cancellation of Section 3 – Let Home Emergency Optional Cover, please see page 39 of **your** policy.

For cancellation of Section 4 – Landlord Legal Expenses & Rent Guarantee Optional Cover, please see page 49 of **your** policy.

## 10. Fraudulent claims

**We** will not pay for any claim that is in any way fraudulent or exaggerated, or if **you** or anyone acting for **you** uses fraud to get benefits under the policy. If **you** do, **we** will cancel the policy and **we** will not refund any premiums.

## 11. Financial Sanctions

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

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

## 12. Index-linking

If **you** have not requested a specific **maximum claim limit** amount for **buildings** or **landlords contents** index linking will not apply.

## 13. Language

The contractual terms and conditions and other information relating to this contract will be in the English language.

# Policy conditions

## 14. Lapsed policy warning

In some situations (for example, if **you** live in an area likely to **flood**) if **you** decide not to renew **your** policy with **us**, **you** may find it difficult to arrange alternative cover or start a new policy with **us** at a later date. To avoid any breaks in **your** cover, **you** should make sure **your** new insurance application has been accepted before **your** current policy expires.

## 15. Renewal

For **your** convenience and protection **we** will write to **you** in good time before the end of the **period of insurance** confirming next year's premium, any changes to **your** policy and whether **you** need to contact **us** to complete **your** renewal.

**Uinsure** may annually review **your** policy, including **your** insurer and **your** renewal price, and will write to **you** prior to **your** renewal date, confirming any change in **your** insurer or policy terms and conditions.

**We** will offer to renew **your** policy even if **you** have selected to not automatically renew. **You** will need to contact **us** to confirm renewal in this case.

## 16. Several liability clause

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten.

An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

# Section 3

## Let Home Emergency Cover (optional cover)

(This section applies only if shown in the schedule)

Let Home Emergency Cover is an optional extension to Your Landlord Insurance policy and is separately administered by Legal Protection Group Limited (We, Us, Our) and underwritten by Alwyn Insurance Company Limited (the Insurer). Further information about Us and the Insurer can be found under the DEFINITIONS in this section.

### YOUR LET HOME EMERGENCY INSURANCE CONTRACT

In return for You paying or agreeing to pay the premium for this section and following an Emergency:

- a) We will arrange the Emergency assistance services shown in Your Schedule and detailed in this section, subject to its terms, exclusions, conditions and any endorsements; and
- b) the Insurer will pay Emergency Assistance Costs which We have agreed to for Emergency Repairs.

Provided that:

- i) the Emergency happens in the Territorial Limit;
- ii) the Emergency is reported to Us upon discovery (and in any event no more than 48 hours from the time You or the Tenant first became aware of the Emergency) and within the Period Of Insurance; and
- iii) You and/or the Tenant agree to use an Authorised Repairer selected by Us and agrees to Our or the Authorised Repairer's decision on the most suitable method to resolve the Emergency.

### WHAT IS NOT COVERED BY LET HOME EMERGENCY

This section is designed to provide cover for an Emergency only and is not intended to cover matters which can be prevented through routine general maintenance such as servicing the Main Source of Heating. This section also does not cover the cost of replacement parts which tend to wear out over a period of time such as replacing a washer in a tap.

Examples of events not classed as an Emergency include, but are not limited to:

- Water dripping from a tap and escaping safely down a drain.
- A light bulb which no longer works and needs replacing.
- A plug fuse which needs replacing.
- The Main Source Of Heating is making a rattling noise but is still functioning.

Routine maintenance can help prevent an Emergency from happening or can reduce the extent of damage caused to Your Property.

The following can help to protect Your Property:

- Regular servicing of gas appliances by a Gas Safe engineer to reduce the risk of a boiler breakdown or a build-up of carbon monoxide. Please note that Your Property must also comply with gas safety regulations and boiler breakdowns are not covered under this section unless Your boiler has been serviced in line with the manufacturer's recommendations within the 12 months prior to the Emergency.
- If Your boiler is under a manufacturer's warranty or guarantee, any repair work undertaken under this section may invalidate that warranty / guarantee. We strongly advise that You check the warranty / guarantee terms and conditions and contact the manufacturer to arrange a repair before making a claim under this section. We will not be held liable in the event that Our repair work invalidates any warranty or guarantee.
- Getting electrics checked by a registered electrician to reduce the risk of power cuts. Your Property must also comply with electrical safety regulations.
- Cleaning basins, baths and shower drains to prevent the risk of blockages.
- Disposing of rubbish and food waste correctly to prevent the risk of an infestation of Pests.
- Visibly check the roof for any dislodged or damaged tiles which could lead to water ingress.

Please note that there is no cover under this section for any claim arising from interruption, disconnection or failure of the mains electricity, gas or water supplies. Before checking any cover available under this policy, please first note the following ways to resolve a more serious issue or rule out a failure of Your mains supply:

- If a situation arises which could cause injury to any person or major damage to Your Property, the emergency services should be contacted immediately.
- If You or the Tenant have reason to believe that there is a gas leak, You or the Tenant should contact the National Gas Emergency Service immediately on 0800 111 999 and follow their instructions.
- If Your Property suffers a power cut or outage, firstly check Your fuse box to make sure one of the fuses has not tripped. If this does not resolve the issue then the relevant utilities company responsible for supplying the service should be contacted.
- If there is no water supply or the water pressure in Your Property has dropped and there are no planned interruptions to Your water supply, the relevant utilities company responsible for supplying the service should be contacted.

# Section 3

## Let Home Emergency Cover (optional cover)

(This section applies only if shown in the schedule)

### IF YOU NEED TO MAKE A LET HOME EMERGENCY CLAIM

- a) In taking out this insurance, You agree to allow the Tenant to report a claim directly to Us. Please note that, in any event, the Emergency must be reported to Us within 48 hours from the time You or the Tenant first became aware of the Emergency. Failure to do so will result in a claim being declined, unless You or the Tenant can demonstrate to Us that significant circumstances prevented that Emergency from being notified within the required period.
- b) Be ready to provide the full address and postcode of Your Property and supply as much information as possible about what has happened which will help Us to give the best possible advice and decide on the most appropriate form of assistance. If We agree that the Emergency requires the attendance of a contractor to carry out Emergency Repairs, We will always appoint an Authorised Repairer.
- c) Under no circumstances should You or the Tenant instruct a contractor or incur any Emergency Assistance Costs before We have agreed to help as the Insurer will not pay any costs incurred without Our agreement.
- d) The Authorised Repairer will always aim to carry out Emergency Repairs within the timescales given but this may not always be possible and weather or traffic conditions or excessive demand could adversely affect these timescales. We will always let You or the Tenant know of any delays as soon as possible.
- e) The Authorised Repairer will attempt to carry out a Temporary Repair and it is then Your responsibility to carry out any subsequent Permanent Repair. Where a Permanent Repair is no more costly than a Temporary Repair, the Authorised Repairer will attempt a Permanent Repair but this will always depend on the circumstances and type of Emergency.
- f) If the cost of Emergency Repairs are likely to exceed the maximum amount the Insurer will pay for each Emergency (see DEFINITIONS – Emergency Assistance Costs), the Authorised Repairer can continue to provide Emergency Repairs, subject to Your agreement, but You will be responsible for any additional costs.
- g) We will not provide cover for an Emergency if it happens or was known about before the start date of this section or within 7 days of the start date.
- h) If We are unable to cover a claim then, subject to the extent of work required, We may still be able to arrange for an Authorised Repairer to visit Your Property but this will be under a separate agreement between You and the Authorised Repairer and all costs will be Your responsibility.



# Section 3

## Let Home Emergency Cover (optional cover)

(This section applies only if shown in the schedule)

### LEGAL PROTECTION GROUP DATA PROTECTION NOTICE

In order to manage the Let Home Emergency insurance provided by this section, including the provision of helpline services, claims handling, underwriting and other administrative duties, We may need to share personal information which has been given to Us with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to Us or on Our behalf. We will only request necessary information from You and will only use it and disclose it in the course of arranging and administering this insurance.

Any personal information We hold about You will be retained by Us for a period of seven years after this insurance expires and in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes We may need to send Your personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by Us.

In arranging and managing this insurance and administering claims, We will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose Your personal data to any other person or organisation without Your consent.

You can find full details of Our privacy policy on Our website [www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website <https://ico.org.uk/>

You have a right to obtain information We hold about You. This is called a Subject Access Request and in order to obtain such information, please write to:

The Data Protection Officer, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Ruggeway, Bristol BS35 3QH

If You have a concern about the way We have handled Your personal data, then You have the right to report this to the Information Commissioner's Office:

Website: <https://ico.org.uk/concerns/>  
Phone: 0303 123 1113 (lines are open Monday to Friday 9am to 5pm)  
Email: [casework@ico.org.uk](mailto:casework@ico.org.uk)

# Section 3

## Let Home Emergency Cover (optional cover)

(This section applies only if shown in the schedule)

| <b>DEFINITIONS</b>                            |  |
|---|--|
| <b>Authorised Repairer</b>                    | An appropriate tradesperson, appointed by Us, to respond to the Emergency.   |
| <b>Domestic Electric, Gas or Water Supply</b> | <p>The permanent electrical wiring system, gas or water supply pipe which supplies domestic power or water to Your Property, which You are legally responsible for. This does not include:</p> <ul style="list-style-type: none"><li>a) the mains water, electricity or external gas supply which is the responsibility of the relevant utility company;</li><li>b) lead pipework.</li></ul>   |
| <b>Emergency</b>                              | <p>A sudden and unforeseen incident which needs to be dealt with immediately to avoid:</p> <ul style="list-style-type: none"><li>a) causing damage or further damage to Your Property;</li><li>b) making Your Property unsafe, insecure or uninhabitable;</li><li>c) leaving Your Property without any Domestic Electric, Gas or Water Supply, Plumbing And Drainage or Main Source Of Heating; or</li><li>d) exposing any person to a risk to their health and/or to their safety.</li></ul>  |
| <b>Emergency Assistance Costs</b>             | <p>The Insurer will pay the following:</p> <ul style="list-style-type: none"><li>a) for insured incident Overnight Accommodation – up to £100 (including VAT) per Tenant, subject to a total maximum of £250 (including VAT); and</li><li>b) for insured incident Boiler Contribution – up to £500 (including VAT); and</li><li>c) for all other insured incidents – up to the maximum amount shown in Your Schedule (which includes VAT) to cover an Authorised Repairer's call-out charge, labour costs and, where necessary, parts and materials.</li></ul> |
| <b>Emergency Repairs</b>                      | Repairs and/or work carried out by an Authorised Repairer to resolve the immediate Emergency. This may involve a Temporary Repair or a Permanent Repair (if this is no more costly than a Temporary Repair).   |
| <b>Insurer</b>                                | <p>This section is underwritten by Alwyn Insurance Company Limited .</p> <p>P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar.</p> <p>Registered in Gibraltar, number 106261. Authorised and Regulated by the Gibraltar Financial Services Commission.</p>  |
| <b>Main Source Of Heating</b>                 | <p>The main gas, electric or oil fuelled hot water or central heating system in Your Property. This does not include:</p> <ul style="list-style-type: none"><li>a) any form of non-domestic heating, warm air systems or any form of geothermal or solar power; or</li><li>b) boilers over 238,000 btu net input (70 Kilowatt).</li></ul>  |
| <b>Plumbing And Drainage</b>                  | The water pipework, water storage and waste water drainage system which You are legally responsible for. This does not include pipes, public sewers or drainage systems which are the responsibility of the relevant utility company or service undertaking.   |
| <b>Period Of Insurance</b>                    | The period of time covered by this section as shown in Your Schedule and any further period(s) this section is renewed for.  |

# Section 3

## Let Home Emergency Cover (optional cover)

(This section applies only if shown in the schedule)

| <b>DEFINITIONS</b>       |   |
|--------------------------|---|
| <b>Permanent Repair</b>  | Repairs and/or work required to put right the fault which caused the Emergency on a permanent basis. An Authorised Repairer may be able to complete this if it can be carried out during the same Emergency and at no more cost than a Temporary Repair, otherwise this will be Your responsibility.  |
| <b>Pests</b>             | Wasps' or hornets' nests, rats, house or field mice, cockroaches.   |
| <b>Property</b>          | The private residence, having no more than 10 rooms, owned by You and located in the Territorial Limit, which You let to a Tenant. This does not include:<br><br>a) any Property which is sub-let;<br>b) gates, walls, fences, hedges, garages (other than integral garages), sheds, greenhouses and any other outbuildings not designed to be permanently lived in;<br>c) cesspits, fuel tanks, septic tanks or swimming pools; and<br>d) any shared facilities or communal parts of a property where You do not have sole responsibility.   |
| <b>Temporary Repair</b>  | Repairs and/or work carried out by an Authorised Repairer to immediately resolve the Emergency but which will need to be replaced by a Permanent Repair.  |
| <b>Tenant</b>            | The person(s), named in the tenancy agreement, who occupies Your Property for residential purposes.   |
| <b>Territorial Limit</b> | The United Kingdom of Great Britain and Northern Ireland.   |
| <b>Uneconomical</b>      | Where the cost to repair the item (including parts and labour) is greater than 75% of the cost of replacing the item as new.  |
| <b>We, Us, Our</b>       | Legal Protection Group Limited, who administer and manage this section on behalf of the Insurer. Registered in England and Wales, company number 10096688.<br><br>Head and Registered Office: 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Ruggeway, Bristol BS35 3QH. Website: <a href="http://www.legalprotectiongroup.co.uk">www.legalprotectiongroup.co.uk</a><br><br>Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Riviera Insurance Services Limited (firm reference number 786116). Riviera Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.<br><br>Legal Claims Group Limited, who administer all claims under this section on behalf of the Insurer. Registered in England and Wales, company number 11033103.<br><br>Head and Registered Office: 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Ruggeway, Bristol BS35 3QH. |
| <b>You, Your</b>         | The landlord named in the Schedule who has purchased this section.  |

# Section 3

## Let Home Emergency Cover (optional cover)

(This section applies only if shown in the schedule)

| What is insured   | What is not insured  |
|---|--|
| <p><b>Plumbing And Drainage</b><br/>Emergency Repairs following:</p> <ul style="list-style-type: none"><li>a) failure or damage to the Plumbing and Drainage system which is likely to result in internal flooding or water damage;</li><li>b) Blockage of the only working or accessible toilet in Your Property;</li><li>c) Blockage of external Plumbing and Drainage which can be cleared by jetting.</li></ul> | <ul style="list-style-type: none"><li>a) External toilets, taps, overflows and pipes which do not cause or risk internal water damage.</li><li>b) Blockages caused by wilful misuse of the toilet.</li><li>c) Replacing central heating radiators, water tanks, cylinders.</li><li>d) Any claim arising from hard water scale deposits, including descaling work.</li><li>e) Any leaks which do not result in flooding or water damage.</li><li>f) Repairing domestic appliances, except leaks from fixed external pipes.</li><li>g) Leaking waste pipes.</li><li>h) Waste disposal units, swimming pools or hot tubs.</li><li>i) Where the water supply to Your Property cannot be isolated from the water supply to other properties in the same building.</li></ul> |
| <p><b>Domestic Electric, Gas or Water Supply</b><br/>Emergency Repairs following an Emergency which occurs as a result of a complete failure of the Domestic Electric, Gas or Water Supply in Your Property.</p>  | <ul style="list-style-type: none"><li>a) Any failure solely affecting:<ul style="list-style-type: none"><li>i) lighting outside Your Property;</li><li>ii) alarm or surveillance systems;</li><li>iii) swimming pools or their plumbing and filtration systems;</li><li>iv) leisure equipment.</li></ul></li><li>b) Replacing or adjusting light bulbs.</li><li>c) Any claim arising from hard water scale deposits, including descaling work.</li><li>d) Where the Domestic Electric, Gas or Water supply to Your Property cannot be isolated from the Domestic Electric, Gas or Water supply to other properties in the same building.</li></ul>   |

# Section 3

## Let Home Emergency Cover (optional cover)

(This section applies only if shown in the schedule)

| What is insured   | What is not insured   |
|---|---|
| <p><b>Lost, Damaged or Stolen Keys</b><br/>Emergency Repairs following an Emergency which occurs as a result of the keys to the external doors to Your Property:</p> <ul style="list-style-type: none"> <li>a) unexpectedly breaking; or</li> <li>b) becoming lost or stolen; or</li> <li>c) getting locked inside Your Property</li> </ul> <p>and You or the Tenant have no immediate access to a spare set.</p> <p>Please note that an Authorised Repairer will attempt to gain access to Your Property and where necessary, make it safe and secure which may involve boarding up windows and/or repairing broken locks.</p> | <ul style="list-style-type: none"> <li>a) Keys to garages and outbuildings.</li> </ul>  |
| <p><b>External Windows, Doors and Locks</b><br/>Emergency Repairs following an Emergency which occurs as a result of failure to function or damage to the external doors, windows or locks in Your Property.</p> <p>Please note that an Authorised Repairer will attempt to make Your Property safe and secure which may involve boarding up windows and/or repairing broken locks</p>  | <ul style="list-style-type: none"> <li>a) garages or outbuildings.</li> <li>b) internal doors, glass or locks.</li> <li>c) Window locks.</li> <li>d) Doors which fail to open due to swelling.</li> </ul>   |
| <p><b>Main Source Of Heating</b><br/>Emergency Repairs following an Emergency which occurs as a result of the complete failure to function or breakdown of the Main Source Of Heating in Your Property.</p>   | <ul style="list-style-type: none"> <li>a) Where, in the Authorised Repairer's opinion, the failure of Your Main Heating System: <ul style="list-style-type: none"> <li>i) does not constitute an Emergency; or</li> <li>ii) is due to Your neglect or failure to maintain the boiler (including failure to service the boiler in line with the manufacturer's recommendations within the 12 months prior to the Emergency) or a build-up of limescale if You live in a hard water area.; or</li> <li>iii) can be resolved by lighting, manually operating, resetting or routine operation or adjustment of the boiler controls.</li> <li>iv) Power flushing or descaling.</li> </ul> </li> <li>b) Replacing central heating radiators, water tanks or cylinders.</li> <li>c) Where an alternative source of heating is available from an immersion or similar heater.</li> <li>d) Loss of hot water where an electric shower is available.</li> <li>e) Faults which do not result in a permanent failure to function of the Main Source Of Heating in Your Property.</li> </ul> |

# Section 3

## Let Home Emergency Cover (optional cover)

(This section applies only if shown in the schedule)

| What is insured  | What is not insured   |
|--|---|
| <p><b>Boiler Contribution</b><br/>Subject to acceptance of a claim under the Main Source of Heating Section of this policy, where Your boiler has failed and is deemed by the Authorised Repairer and Us to be Uneconomical to repair, We shall contribute (upon production of an original receipt for payment) towards the cost of a brand new like for like replacement up to £500 including VAT).</p>   | <p>a) Any labour, delivery or shipping costs.</p>   |
| <p><b>Pest Infestation</b><br/>Emergency Repairs following an Emergency which occurs as a result of an infestation of Pests in Your Property.</p>  | <p>a) An infestation outside the main domestic area of Your Property.<br/>b) Any claim where You have not followed the Authorised Repairer's previous advice to prevent a repeat infestation.</p> |
| <p><b>Overnight Accommodation</b><br/>The Insurer will pay up to £100 (including VAT) per Tenant, subject to a total maximum of £250 (including VAT) for the cost of one night's alternative accommodation (room and, where necessary, cost of transport only) if, as a result of an Emergency We have agreed to cover under this section, an Authorised Repairer agrees that Your Property is uninhabitable.<br/><br/>Please note that Your Tenant(s) will be responsible for paying the costs of the accommodation which will then be reimbursed by the Insurer as long as You provide all valid receipts within 30 days of the Emergency.</p> |   |

# Section 3

## Let Home Emergency Cover (optional cover)

(This section applies only if shown in the schedule)

### GENERAL EXCLUSIONS APPLYING TO THIS SECTION

There is no cover for:

#### Claims arising before or within 7 days of this section starting

Any claim where the Emergency or event happened or was known about:

- a) before this section started; or
- b) within the first 7 days of the start date of this section.

#### Costs incurred and action taken which We have not authorised

- a) Any Emergency Assistance Costs incurred:
  - i) before We have been notified of a request for Emergency Repairs; and/or
  - ii) which We have not authorised or for work which has not been carried out by an Authorised Repairer.
- b) Any action taken by You or the Tenant which We or the Authorised Repairer have not agreed to.

#### Wear and tear

Any claim for items or parts which need to be replaced as a result of natural wear and tear including, but not limited to, tap washers, light bulbs, fuses in plugs or the cost of updating essential services including re-wiring of internal electrics.

#### Failure to carry out Property maintenance

Any claim which would have been prevented through routine maintenance of Your Property including, but not limited to, servicing of the Main Source Of Heating and removing debris from guttering and drain pipes.

#### Failure to carry out remedial work or Permanent Repairs

Any claim where You or the Tenant have failed to carry out remedial work recommended to them or where an Authorised Repairer has carried out a Temporary Repair and an Emergency has recurred due to Your or the Tenant's failure to subsequently carry out a Permanent Repair.

#### Warranties, design faults and incorrect installations or repairs

Any Emergency Assistance Costs or Emergency Repairs which are a result of a manufacturing or design defect, or maintenance, installation or repairs not carried out in accordance with the manufacturer's instructions or legal or regulatory requirements.

#### Unoccupied properties

Any claim where Your Property:

- a) has remained unoccupied for the last 30 days in a row unless You are actively seeking a Tenant to occupy it during this period; and/or
- b) is not occupied by anybody aged 18 or over when an Authorised Repairer arrives at Your Property to attend to an Emergency.

#### Damage caused during repairs and losses not directly covered

Any costs arising from:

- a) damage caused to Your Property as a result of an Authorised Repairer having to gain access to Your Property or to access the source of the Emergency including, but not limited to, tracing leaking pipes behind walls or under floors (depending on the circumstances, the Authorised Repairer will attempt to carry out Emergency Repairs but there is no cover under this section to reinstate Your Property to its original condition, although this may be covered under Your Landlords' buildings insurance);
- b) losses which are not directly covered by this section including, but not limited to, replacing damaged personal belongings or loss of earnings if the Emergency results in You or the Tenant having to take time off work.

#### Wilful acts

Any claim resulting from an act which is wilfully carried out and the outcome of which is consciously intended by You or the Tenant.

#### Health and safety and restricted access

Any claim which cannot be dealt with due to health and safety regulations or a risk to the safety of an Authorised Repairer. This may include, but is not limited to, dangerous weather conditions or the discovery of a substance requiring specialist attention such as asbestos.

#### Mains utility services

Any claim arising from interruption, disconnection or failure of the mains electricity, gas or water supplies, however they are caused.

#### Subsidence

Any claim arising from subsidence, heave or landslip.

# Section 3

## Let Home Emergency Cover (optional cover)

(This section applies only if shown in the schedule)

### War, terrorism, radioactive contamination and pressure waves

Any claim resulting directly or indirectly from or in connection with:

- a) war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
- c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

### General conditions applying to this Section

You and the Tenant must keep to these conditions as failure to do so may lead to Us refusing a claim or cancelling this section (please refer to Our cancellation rights).

### Your and the Tenant's obligations

You and the Tenant must:

- a) keep to the terms and conditions of this section;
- b) take all reasonable precautions to prevent a claim from occurring under this section and to avoid incurring any unnecessary costs;
- c) ensure that Your Property and its systems and equipment are maintained in a good state of repair and serviced in accordance with the manufacturer's instructions;
- d) co-operate fully with Us and the Authorised Repairer and provide honest and accurate information at all times;
- e) accept Our or the Authorised Repairer's decision on the most suitable method of Emergency Repairs or choice of replacement parts used to resolve the Emergency;
- f) ensure that a Permanent Repair is completed as soon as possible following a Temporary Repair in order to prevent an Emergency from recurring.

### Our rights

We can:

- a) reclaim Emergency Assistance Costs from You if Emergency Repairs are completed but it is subsequently established that the request for Emergency assistance was not covered by this section;
- b) pursue another party (other than You or the Tenant) to recover Emergency Assistance Costs paid by the Insurer if We believe that party to be responsible for causing the Emergency. In these circumstances, You must allow Us to take over and conduct any claim in Your name and You must also provide Us with any help and information We need.

### Liability for additional costs and disruption in service

- a) The Insurer is only liable for Emergency Assistance Costs following an Emergency and any other costs subsequently incurred to complete a Permanent Repair or any other work carried out are not covered by this section and are subject to a separate agreement between You or the Tenant and another contractor (including an Authorised Repairer).
- b) We and an Authorised Repairer will make every effort to provide the Emergency assistance services described in this section but cannot be held responsible for any liability arising from a failure to provide these services in circumstances which are beyond Our or the Authorised Repairer's reasonable control, such as severe weather conditions.

### Parts availability

- a) Where an Authorised Repairer does not carry the spare parts needed for Emergency Repairs, We or the Authorised Repairer will attempt to source replacement parts but cannot be held responsible for any delays in sourcing replacement parts which arise from circumstances beyond Our or the Authorised Repairer's control.
- b) In order to carry out Emergency Repairs, the spare or replacement parts used by the Authorised Repairer may not be from the original manufacturer and may not be a like-for-like replacement.



# Section 3

## Let Home Emergency Cover (optional cover)

(This section applies only if shown in the schedule)

### Other insurance and apportionment of costs

If any Emergency Assistance Costs covered by this section are also covered under an alternative insurance policy, or would have been covered if this section did not exist, the Insurer will only pay their share of these costs.

### Disputes with Us

If there is a dispute between You and Us over this section, which cannot be resolved through Our internal complaints handling process, You are entitled to seek a resolution through the Financial Ombudsman Service as long as You are eligible to complain.

Where the Financial Ombudsman Service cannot deal with that complaint, the dispute shall be referred to arbitration which is a formal and binding process where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The arbitrator will be chosen jointly by You and Us. If We are not able to agree on the appointment of an arbitrator with You, the President of the Chartered Institute of Arbitrators will decide.

The decision of the appointed arbitrator is binding and the arbitrator may require You or the Insurer to pay the costs.

### Your cancellation rights

Within the cooling-off period

You can cancel this section, without giving any reason, within 14 days of its start date or within 14 days of receiving Your policy documents, whichever is later. If You wish to exercise this right, You must notify the person who sold You this section. You will be entitled to a full refund of premium paid as long as You or the Tenant have not made a claim under this section during the current Period Of Insurance.

Outside the cooling-off period

If You pay annually, You can cancel this section of Your policy at any other time and You will receive a partial refund of premium paid, proportionate to the unexpired period of this section of Your policy, providing You or the Tenant have not made a claim and do not intend to make a claim under this section of Your policy.

### Our cancellation rights

#### a) General

We can cancel this section at any time, where there is a valid reason to do so, subject to providing You with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

- i) You or the Tenant have failed to co-operate with Us or an Authorised Repairer and this failure has significantly hindered Our ability to deal with a claim or administer this

section;

- ii) where We or an Authorised Repairer have reason to believe that Your Property is not being maintained to a good state of repair.

#### b) Fraudulent or dishonest claims

If We have evidence that You or the Tenant have made a fraudulent, dishonest or exaggerated claim, or have deliberately misled Us or the Authorised Repairer when presenting relevant information in support of a claim, We reserve the right to cancel this section from the date of the alleged claim or misrepresentation and recover from You any costs paid in respect of that claim which the Insurer otherwise would not have paid.

If fraudulent activity or false or inaccurate information is identified, We may, at Our discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

### Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to the insurance under this section has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of the insurance under this section.

### Choice of law and Acts of Parliament

- a) Unless otherwise agreed by Us in writing, the insurance under this section is governed by the laws applying to England and Wales.
- b) Any Acts of Parliament or Statutory Instruments referred to in this section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands and shall also include any subsequent amending or replacement legislation.

### The Financial Services Compensation Scheme

The Insurer of this section is covered by the Financial Services Compensation Scheme (FSCS) and You may be entitled to compensation from the scheme if the Insurer cannot meet their obligations. This will depend on the circumstances of the claim.

Further information about the compensation scheme arrangements can be found on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

# Section 4

## Landlord Legal Protection & Rent Guarantee Optional Cover

(This section applies only if shown in the schedule)

This insurance is administered by Arc Legal Assistance Ltd and underwritten by Royal and Sun Alliance Insurance

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 and Rent Guarantee where claims must be submitted within 45 days of the Insured Event. Notification will only be deemed to have been made upon receipt by Us of a fully completed claim form accompanied with all requested supporting documentation. Failure to notify the claim within this time will invalidate the insurance.

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

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

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 'Conditions' section below and should be read carefully. Two of the main conditions to this insurance are that:

### IMPORTANT CONDITIONS

#### Prospects of Success

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

#### Proportional Costs

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

#### Duty of Disclosure

##### Consumer

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

##### Non-Consumer

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

#### Suspension of Cover

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

# Section 4

## Landlord Legal Protection & Rent Guarantee Optional Cover

(This section applies only if shown in the schedule)

| DEFINITIONS                        |  |
|------------------------------------|--|
| <b>Adviser</b>                     | Our panel solicitor, their agents, an accountant or other appropriately qualified person, firm or company appointed by Us to act for You.  |
| <b>Advisers' Costs</b>             | Reasonable legal and accountancy 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.  |
| <b>Business Aspect Enquiry</b>     | An enquiry which takes place when an officer of HMRC issues a formal notice under Paragraph 24(1) Schedule 18 Finance Act 1998 or S9A or S12AC of the Taxes Management Act 1970 in order to make a Business Aspect Enquiry into only certain boxes on Your self-assessment Return (whether corporate or individual).   |
| <b>Business Full Enquiry</b>       | An enquiry into Your self-assessment tax return (whether corporate or individual) commenced by HMRC under Section 9A or 12AC of the Taxes Management Act 1970 or pursuant to paragraph 24 (i) of Schedule 18 of the Finance Act 1998.  |
| <b>Daily Rate</b>                  | An amount equal to 1/250th of either of the following:<br><br>a) If You are employed, the average of the amounts shown on Your payslips from Your employer during the last 12 months (excluding bonus payments and overtime); or<br><br>b) If You are self-employed, the monthly average of the income You declared to HM Revenue & Customs for the previous tax year  |
| <b>Data Protection Legislation</b> | The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the Insured Event  |
| <b>Deposit</b>                     | 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. |
| <b>Dilapidations</b>               | Any repairs required or damage to the Insured Property, over and above general wear and tear, for which the Tenant is liable in accordance with the Tenancy Agreement.   |
| <b>Inventory</b>                   | A full and detailed inventory of Your contents and their condition within the Insured Property which has been signed by the Tenant.  |
| <b>Disclosure Breach</b>           | Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.  |
| <b>Excess</b>                      | The amount that You are required to pay towards any claim.<br><br>Tax Disputes (Aspect Enquiries): £200<br><br>Rent Guarantee: An amount equal to two months Rent.<br><br>All other sections: Nil  |
| <b>Guarantor</b>                   | 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.   |
| <b>HMRC</b>                        | HM Revenue and Customs in the United Kingdom.  |

# Section 4

## Landlord Legal Protection & Rent Guarantee Optional Cover

(This section applies only if shown in the schedule)

| <b>DEFINITIONS</b>              |   |
|---------------------------------|---|
| <b>Insured Event</b>            | <p>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.</p> <p>Tax</p> <p>In accountancy matters the Insured Event arises on the date that You or Your Professional Adviser are contacted either verbally or in writing, by the relevant department of HMRC advising You of either dissatisfaction with Your returns, or amounts paid, or notice of intention to investigate.</p> <p>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.</p> |
| <b>Insured Property</b>         | The Insured Property shown in the Insurance schedule and declared to Insurers.  |
| <b>Insurers</b>                 | This insurance is administered by Arc Legal Assistance and underwritten by Royal and Sun Alliance Insurance.  |
| <b>Legal Action</b>             | The pursuit of civil legal cases for damages or injunctions and the defence of criminal prosecutions.   |
| <b>Maximum Amount Payable</b>   | <p>The Maximum Amount Payable in respect of an Insured Event</p> <p>Tax Disputes (Aspect Enquiries Only): £2,000 any one claim</p> <p>Rent Guarantee: £2,500 per month up to a maximum of 6 months</p> <p>All other sections: £100,000</p>  |
| <b>Mediation Service</b>        | The independent mediation service provided and paid for by Us.  |
| <b>Period of Insurance</b>      | The Period of Insurance shown in the insurance schedule.  |
| <b>Rent</b>                     | The monthly amount payable by the Tenant to You as set out in the Tenancy Agreement.  |
| <b>Standard Advisers' Costs</b> | The level of Advisers' Costs that would normally be incurred in using a specialist panel solicitor or their agents.   |

# Section 4

## Landlord Legal Protection & Rent Guarantee Optional Cover

(This section applies only if shown in the schedule)

| DEFINITIONS               |  |
|---------------------------|--|
| <b>Tenancy Agreement</b>  | <p>A Tenancy Agreement between You and the Tenant in relation to the Insured Property which is:-</p> <ul style="list-style-type: none"><li>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</li><li>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</li><li>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:-<ul style="list-style-type: none"><li>i) Appropriate for the tenancy; and</li><li>ii) Where relevant, signed and independently witnessed by You, the Tenant(s) and if required as a condition of the Tenancy Reference, the Guarantor; and</li><li>iii) Free from any unreasonably restrictive covenants.</li></ul></li></ul> <p>The Tenancy Agreement must be for a fixed term of no more than 12 months or if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months.</p> |
| <b>Tenancy Period</b>     | <p>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.</p>  |
| <b>Tenant</b>             | <p>The occupier of the Insured Property named in the Tenancy Agreement as the Tenant and who has received a Tenant Reference confirming that he/she can, solely or jointly with another Tenant or other Tenants, afford to cover the cost of the Rent in full.</p>   |
| <b>Tenant Reference</b>   | <p>1. A credit check against the tenant and any guarantor, obtained from a licenced credit referencing company showing:</p> <ul style="list-style-type: none"><li>a) No County Court Judgments in the past 3 years.</li><li>b) No outstanding County Court Judgments.</li><li>c) The tenant's financial ability to meet the rent commitment, or the guarantor's financial ability to meet the rent commitment if applicable.</li><li>d) That it is appropriate in the circumstances following receipt of the outcome of the credit check to grant a tenancy agreement to the tenant.</li></ul> <p>2. Copies of two forms of identification, one of which must contain a photograph where the tenant is an individual.</p>  |
| <b>Territorial Limits</b> | <p>The United Kingdom of Great Britain and Northern Ireland</p>  |
| <b>We/Us/Our</b>          | <p>Arc Legal Assistance Ltd who administer claims under this insurance on behalf of the Insurers.</p>  |
| <b>You / Your</b>         | <p>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.</p>   |

# Section 4

## Landlord Legal Protection & Rent Guarantee Optional Cover

(This section applies only if shown in the schedule)

| What is insured   | What is not insured   |
|---|---|
| <p><b>Tenant Eviction</b></p> <p>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.</p> <p>Where required by Us or the law, You must attempt in good faith to settle the claim using the mediation service.</p> | <p>Claims</p> <ul style="list-style-type: none"><li>a) Where You fail to provide evidence that You successfully completed a Tenant Reference on the Tenant (and Guarantor if required) prior to the start of the Tenancy Agreement or where the Tenancy Agreement started more than 31 days after the Tenant Reference</li><li>b) Arising from or connected to Your performance of Your obligations under the Tenancy Agreement</li><li>c) Arising from dilapidations unless the missing or damaged items were contained within a Dilapidations Inventory</li><li>d) Falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within the Territorial Limits</li><li>e) Relating to the payment or non-payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended) or any equivalent Act outside of England and Wales but within the Territorial Limits</li><li>f) Where the eviction of the Tenant is dealt with by a notice issued by the Home Office</li><li>g) Where the Insured Property is not solely residential</li><li>h) Where the Tenant is not aged 18 years or over</li><li>i) Where You have allowed the Tenant into possession of the Insured Property before the Tenancy Agreement has been signed by all parties, a Tenant Reference has been obtained, the first month's Rent and the Deposit have been received in cash or cleared funds and the Dilapidations Inventory has been signed by the Tenant</li><li>j) Where You have failed to keep full and up to date rental records or have allowed the Tenancy Agreement to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with</li><li>k) If You or Your agent gave any false or misleading information when You applied for the Tenant Reference</li><li>l) Where the Tenant received a Tenant Reference subject to a Guarantor and the Guarantor was not correctly assigned to the Tenancy Agreement</li><li>m) Where You are in breach of any rules, regulations or Acts of parliament relating to the Deposit</li><li>n) In relation to dilapidations by the Tenant to the Insured Property or its contents where You have a policy of insurance that covers the dilapidations</li><li>o) Relating to any occupant of the Insured Property over the age of 18, other than the Tenant</li><li>p) Where Advisers' Costs have been incurred as a result of Your failure to follow the advice of the Adviser or arising from Your failure to take any action recommended by Us or the Adviser to recover possession of the Insured Property as promptly as possible possible</li><li>q) Where the Insured Event occurs within the first 90 days of the first Period of Insurance where the Tenancy Agreement commenced before the Period of Insurance, unless You had continuous equivalent insurance with another insurer which expired immediately before this insurance began.</li></ul> |

# Section 4

## Landlord Legal Protection & Rent Guarantee Optional Cover

(This section applies only if shown in the schedule)

| What is insured   | What is not insured  |
|---|--|
| <p><b>Breach of Tenancy Agreement</b><br/>You are covered to pursue Legal Action to recover possession of the Insured Property from anyone occupying it without Your permission.</p>  |  |
| <p><b>Property Infringement</b><br/>Legal Action for nuisance or trespass against the person or organisation infringing Your legal rights in relation to the Insured Property.<br/><br/>The nuisance or trespass must have commenced at least 180 days after You first purchased this insurance.</p>  | Claims arising from a dispute relating to a Tenancy Agreement or any other lease or licence to occupy property or land |
| <p><b>Property Damage</b><br/>Advisers' Costs to pursue Your legal rights for financial compensation for damages against a person or organisation that causes physical damage to the Insured Property. The damage must have been caused after You first purchased this insurance.</p>   |  |
| <p><b>Legal Defence</b><br/>You are covered for Advisers' Costs to defend civil or criminal proceedings in respect of any act or omission, or alleged act or omission, by You arising out of Your ownership or management of the Insured Property.</p>  | Claims arising from something You have done, knowing it to be wrongful or ignoring that possibility.                   |
| <p><b>Health and Safety Prosecutions</b><br/>You are covered for Advisers' Costs to defend criminal prosecutions brought against You in relation to the Insured Property under:</p> <ul style="list-style-type: none"><li>i) The Gas Safety (Installation and Use) Regulations 1994</li><li>ii) The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993</li><li>iii) The Electrical Equipment (Safety) Regulations 1994</li></ul> <p>and later amending regulations or their equivalent outside of England and Wales but within the Territorial Limits.</p> <p>You must take all reasonable steps to comply with the Regulations and keep evidence of compliance.</p> | Claims arising from something You have done, knowing it to be wrongful or ignoring that possibility                    |

# Section 4

## Landlord Legal Protection & Rent Guarantee Optional Cover

(This section applies only if shown in the schedule)

| What is insured  | What is not insured  |
|--|--|
| <p><b>Rent Guarantee (Optional Cover)</b><br/>You are covered for Rent owed by a Tenant under a Tenancy Agreement in relation to the Insured Property up to the Maximum Amount Payable, where the Insured Event occurs during the Period of Insurance and You, where appropriate, are pursuing a claim against the Tenant to evict them from the Insured Property.</p>   | <p>Claims where any of the relevant terms and conditions have not been met by You and/or You do not have a valid claim under Tenant Eviction.</p> <p>a) Rent is only payable:-<br/>b) For arrears occurring during the Tenancy Period, and<br/>c) Whilst the Tenant (including any unauthorised occupant) remains in occupation of the Insured Property and Up to the Maximum Amount Payable.</p> <p>After vacant possession is gained Rent claim payments will cease to be payable.</p> <p>Rent Claims Payments:</p> <p>a) Rent will be paid monthly in arrears at a rate of 1/30th for each continuous day that it is in arrears.<br/>b) If the Tenant is applying for Housing Benefit and has provided their housing benefit application reference number, Rent will not be paid until the outcome of the Housing Benefit claim is known. If the Tenant's Housing Benefit claim is rejected, Rent will be paid under the Insurance backdated to the date that You could first claim. There is no cover under the insurance for any shortfall between the amount paid to the Tenant as Housing Benefit and the Rent. You or Your managing agent must notify the Benefits Office of their interest.<br/>c) If the Deposit is more than the Excess, the cover under the insurance will pay Rent arrears after deduction of the balance of the Deposit. If the balance of the Deposit is subsequently required to meet the cost of Dilapidations, this will be paid to You.<br/>d) A minimum of £250 must be in arrears before any claim payments are made.</p> |
| <p><b>Jury Service</b><br/>We will pay a Daily Rate for the duration You are off work while attending jury service for each whole day of such attendance providing these costs are not recoverable from Your employer or the court.</p> <p>We will pay 50% of the Daily Rate for each additional half day You are off work while attending jury service providing these costs are not recoverable from Your employer or the court.</p> |  |



# Section 4

## Landlord Legal Protection & Rent Guarantee Optional Cover

(This section applies only if shown in the schedule)

| What is insured   | What is not insured  |
|---|--|
| <p><b>Probate</b><br/>Costs to pursue legal proceedings within the Territorial Limits by You in respect of a probate dispute involving the will of Your deceased parents or grandparents, children, step-children or adopted children where You are contesting a will as a named beneficiary or as a member of a class of beneficiaries with an immediate interest.</p>   | <p>Claims in respect of any dispute or costs where a will has not been previously made or concluded or cannot be traced.</p>   |
| <p><b>Tax Disputes</b><br/>Advisers' Costs incurred by You and arising directly from Business Full Enquiries or Business Aspect Enquiries subject to the following conditions.</p> <p>a) You must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to HMRC and other agencies and have made all returns and payments except those which are disputed and provided information to these bodies where applicable.</p> <p>b) You must contact the Legal Helpline as soon as possible after the Insured Event and comply with the advice given.</p> <p>c) You or Your Adviser should notify Us as soon as possible if You receive any invitation by HMRC to make an offer in settlement.</p> <p>d) In respect of Business Full Enquiries or Business Aspect Enquiries Your Adviser must provide to Us a copy of the HMRC notice of enquiry and a copy of the return giving rise to the enquiry.</p> | <p>Claims</p> <p>a) Involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with by a Special Compliance Office, Boards Investigation Unit of any other special office of HMRC</p> <p>b) Where deliberate mis-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities with intent to deceive</p> <p>c) Where You have failed to give Your business status to the relevant authorities within a statutory period or where You have failed to maintain or submit accurate, truthful and up to date records, or where returns have not been submitted within statutory time limits or requirements</p> <p>d) Which originate from any enquiry, investigation or dispute which existed before the first Period of Insurance</p> <p>e) Involving tax avoidance schemes.</p> <p>Advisers' Costs</p> <p>a) Incurred in dealing with technical or routine matters not connected with or arising out of an expression of dissatisfaction with Your affairs</p> <p>b) Incurred in correcting any deficiencies in books, records, accounts or returns including the costs of repairing a return</p> <p>c) Arising after You receive a notice telling You that the enquiry has been completed.</p> |

### Legal & Tax 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 or an accountant 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 01384 399997 and quote "Uinsure – Landlord's Legal Expenses".

# Section 4

## Landlord Legal Protection & Rent Guarantee Optional Cover

(This section applies only if shown in the schedule)

### GENERAL EXCLUSIONS

There is no cover:-

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

There is no cover for any claim arising from:-

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

### 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.

# Section 4

## Landlord Legal Protection & Rent Guarantee Optional Cover

(This section applies only if shown in the schedule)

### GENERAL CONDITIONS

#### Cancellation

You may cancel this insurance at any time. 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 under this insurance (known as the cooling-off period).

Outside the cooling-off period

If You pay annually, You can cancel this section of Your policy at any other time and You will receive a partial refund of premium paid, proportionate to the unexpired period of this section of Your policy, providing You have not made a claim and do not intend to make a claim under this section of Your policy.

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

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

#### Claims

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

- d) In the event of a claim You or Your agent must prepare a detailed schedule of Dilapidations as soon as reasonably possible after the Tenant has vacated the Insured Property.
- e) You and/or Your agent must attend any court hearing in relation to an Insured Event if requested to do so by Us or the Adviser. Failure to attend will result in all cover under this insurance being withdrawn with immediate effect and no further claim payments being made.
- f) We may 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:-
  - ii) Provide a detailed view of Your prospects of success including the prospects of enforcing any judgment obtained.
  - iii) Keep Us fully advised of all developments and provide such information as We may require.
  - iv) Keep Us regularly advised of Advisers' Costs incurred.
  - v) 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.
  - vi) Submit bills for assessment or certification by the appropriate body if requested by Us.
- 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

# Section 4

## Landlord Legal Protection & Rent Guarantee Optional Cover

(This section applies only if shown in the schedule)

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.

### Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'CUSTOMER SERVICES INFORMATION'), 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.

### 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.

### 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.

### Prospects of Success

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

outcome are:

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

### English Law

This contract is governed by English Law.

### Language

The language for contractual terms and communication will be English.

### Change in Law

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

## CUSTOMER SERVICES INFORMATION

### How to make a claim

Claims must be notified to the Claims Line within 180 days of the Insured Event other than in relation to sections of cover Tenant Eviction and Rent Guarantee 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 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 01384 399997 and quote "Uinsure – Landlord's Legal Expenses".

A claim form will be sent out by e-mail or post within 24-hours. The claim form is required to be completed and

# Section 4

## Landlord Legal Protection & Rent Guarantee Optional Cover

(This section applies only if shown in the schedule)

returned along with supporting documentation within five days of it being received. To maintain an accurate record, Your telephone call may be recorded.

### 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 their failure to perform their obligations under the Tenancy Agreement, Our panel solicitors or their agents will be appointed to act for You.

Any Rent arrears covered under the insurance will generally be paid within 21 days from the end of the rental month they became due. You may be required to complete a continuation claim form before each Rent claim payment is made.

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

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

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

### Privacy and Data Protection Notice

Royal & Sun Alliance Insurance Privacy Policy

Your privacy is important to Us and We are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how We use the information We collect about You and how You can exercise Your data protection rights. You can view Our full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If You're unable to access the link or have any questions or comments about Our privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA.

You can also email Us at [crf.halifax@uk.rsagroup.com](mailto:crf.halifax@uk.rsagroup.com)

### Arc Legal Assistance Ltd Privacy Notice

Arc Legal Assistance Ltd are committed to protecting and respecting Your privacy in accordance with the current data protection legislation. For more information, please visit [www.arclegal.co.uk](http://www.arclegal.co.uk)

### 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

The Gatehouse  
Lodge Park  
Lodge Lane  
Colchester  
CO4 5NE

Telephone: 01206 615000

Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel 08000 234 567 from a landline or 0300 123 9123 from a mobile.

Email: [complaint.info@financial-ombudsman.org.uk](mailto: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](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 020 7741 4100.

# Privacy notice

As an insurance product provider, **we** will need to collect personal information about **you**, and possibly **your family**, to arrange and administer **your** policy, and to handle any claims that **you** may make.

**Your** right to privacy is important to **us** and **we** are committed to keeping it protected. This Privacy Notice which will explain how **we** use the personal information **we** collect about **you** and how **you** can exercise **your** data protection rights. This Privacy Notice will help **you** understand the following:

## How do we collect your personal information?

There are a number of ways in which **we** may collect **your** personal information.

If **you** have received a quote or purchased this policy from a financial adviser, **your** financial adviser will have provided **us** with **your** personal information on **your** behalf.

**We** may also collect personal information directly from **you**:

- via enquiry, registration and claim forms;
- via feedback forms and forums;
- when **you** purchase any of **our** products or services;
- when **you** fill out a survey, or vote in a poll on **our** website;
- through quotes and application forms;
- via **our** telephone calls with **you**, which may be recorded;
- when **you** provide **your** details to **us** either online or offline; and
- through **our** use of cookies. **You** can find out more about this in **our** cookies policy which can be found at [www.uinsure.co.uk](http://www.uinsure.co.uk).

**We** may also collect **your** personal information from:

- publicly available sources of information, such as social media and networking sites;
- third party databases made available to the insurance industry, as well as databases where **you** have given **your** permission to share information with a third party like **us**;
- credit reference agencies; and
- any other policyholders or anybody authorised by **you** to provide **us** with **your** personal information.

## What personal information do we collect?

The information **we** collect will depend on the type of insurance policy that **you** wish to receive a quote for and whether or not **you** purchase the policy. Below are the types of information that **we** would typically collect from **you**:

- contact details such as **your** name, email address, postal

address and telephone number;

- details of any other persons included on **your** policy;
- identification information such as **your** date of birth;
- financial information such as bank details, credit card details and information obtained as a result of any credit checks that **we** may undertake;
- information relevant to **your** insurance policy such as details about **your property**, previous insurance policies or claims;
- information relevant to **your** claim or **your** involvement in the matter giving rise to a claim;
- information about the nature of **your** business and commercial assets;
- **your** marketing preferences; and
- any other information that **we** may ask **you** or that **you** provide to **us**.

In certain circumstances **we** may also use information about **your** health but **we** will only do this where allowed by law or if **you** give **us** **your** consent.

## How do we use your personal information?

**We** will use **your** personal information to:

- assess **your** application or renewal for an insurance quote;
- submit **your** application to **our** panel of insurers to enable them to provide **you** with a quote;
- verify the information provided;
- confirm **your** identity;
- assess **your** financial standing;
- prevent fraud;
- complying with **our** legal or regulatory obligations;
- improve **our** products, services, training and security;
- resolve any complaints **you** may have;
- administer and maintain **your** policies;
- assist **you** with claims and enquiries;
- maintain **your** insurance records; and
- facilitate **our** quality and compliance monitoring.

## Legal grounds for processing your personal information

Data protection laws require **us** to meet certain conditions before **we** are allowed to use **your** personal information in the manner described in this Privacy Notice. To use **your** personal information, **we** will rely on one or more of the following grounds:

# Privacy notice

- Performance of contract: **We** need to use **your** personal information in order to provide **you** with the policy (which is a contract of insurance between **you** and **us**), and perform **our** obligations under it (such as making payments to **you** in respect of a claim made under the policy);
- Consent: In certain circumstances, **we** may need **your** consent unless authorised by law in order to use personal information about **you** which is classed as "special categories of personal data"

**You** will always be given a choice over the use of **your** personal data for marketing purposes.

- Necessity to establish, exercise or defend legal claims: If **you**, or **we**, bring a legal claim against the other, **we** may use **your** information in either establishing **our** position, or defending ourselves in relation to that legal claim ;
- Compliance with a legal obligation: Where laws or regulations may require **us** to use **your** personal information in certain ways; and
- Legitimate Interests: **We** will also process **your** personal information where this processing is in **our** "legitimate interests". When relying on this condition, **we** are required to carry out a balancing test of **our** interests in using **your** personal information (for example, carrying out market research), against the interests **you** have as a citizen and the rights **you** have under data protection laws. The outcome of this balancing test will determine whether **we** can use **your** personal information in the ways described in this Privacy Notice. **We** will always act reasonably and give full and proper consideration to **your** interests in carrying out this balancing test.

## Automated decision making

Before **we** can offer **you** an insurance product or service, **we** may need to conduct the following activities, which involve automated (computer based) decision-making:

- Pricing and underwriting – this process calculates the insurance risks based on the information that **you** have supplied. This will be used to calculate the premium **you** will have to pay;
- Credit Referencing – using the information given, calculations are helped to evaluate **your** credit rating. This rating will help **us** to evaluate **your** ability to pay for the quoted products and services; and
- Automated Claims – some small claims may qualify for automated processing, which will check the information **you** provide, resulting in a **settlement** or rejection of **your** claim.

The results of these automated decision-making processes may limit the products and services **we** can offer **you**. If **you** do not agree with the result, **you** have the right to request that **we** perform a manual reassessment using the same information that **you** originally provided.

## Who may we share your personal information with?

**We** may share **your** personal information with:

- **your** relatives or, guardians (on **your** behalf where **you** are incapacitated or unable) or other people or organisations associated with **you** such as **your** financial adviser or **your** lawyer;
- other insurers, business partners, agents or carefully selected third parties providing a service to **us** or on **our** behalf, such as processing **our** mail, communicating with customers on **our** behalf, providing IT systems and administrative services, claims handling services and the development and improvement of **our** internal systems;
- credit reference agencies which **we** may use to check **your** credit history. Any checks completed by **us** when calculating a quotation are only visible to **you** (if **you** request a copy of **your** credit file at the credit reference agencies) and are not visible to other organisations. This type of credit reference check will not affect **your** credit file;
- premium finance companies should **you** choose to spread the cost of **your** policy into monthly instalments. Premium finance companies may use a credit reference agency to check **your** credit history and assess **your** application for credit. These searches may be visible to other organisations and could affect **your** credit file. Premium finance companies may also report the payment history of **your** account with them to credit reference agencies;
- organisations that have a specific role laid out in law, such as statutory bodies, regulatory authorities and other authorised bodies;
- other organisations where **we** have a duty to or are permitted to disclose **your** personal information by law, for example if **we** received a valid request from the police or other third party organisation in the interest of preventing and detecting crime;
- fraud prevention agencies and operators of registers available to the insurance industry to check information and prevent fraud;
- third parties **we** use to recover money **you** may owe **us** or to whom **we** may sell **your** debt;
- another company, if **our** business or part of it is bought or taken over by that company to make sure **your** insurance policy can continue to be serviced or as part of preliminary discussions with that company about a possible sale or take over;
- other companies or brands within the **Uinsure** group, for example, where **we** are unable to provide **you** with an insurance product **we** will check whether they have an insurance product, which may suit **your** needs;
- other companies when **we** are trialling their products and services which **we** consider may improve **our** services to **you** or **our** business processes; or

# Privacy notice

- other third parties if **you** have given **us your** permission to do so, or there is sufficient reason to believe they are acting on **your** behalf.

Sometimes **your** personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. **We** will take all reasonable steps to ensure that **your** personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain “transfer mechanisms” such as the EU-U.S. Privacy Shield, and the standard contractual clauses approved by the European Commission. If **you** would like further information please contact **us**.

## How long will we keep your information?

**We** will only keep **your** personal information for as long as reasonably necessary to fulfil the relevant purposes set out in this Privacy Notice and in order to comply with **our** legal and regulatory obligations. The time period **we** retain **your** personal information for will differ depending on the nature of the personal information and what **we** do with it. How long **we** keep personal information is primarily determined by **our** regulatory obligations. **We** typically keep quote information for 3 years, and policy and claims records for up to 7 years from the end of **our** relationship with **you**. In some cases, such as if there is a dispute or a legal action **we** may be required to keep personal information for longer.

## Your rights

**You** have a number of rights concerning the personal information **we** use. **You** may request that **we**:

- provide **you** with details of the personal information **we** hold about **you**.

All requests are free of charge, although for requests for the provision of personal information **we** hold about **you** **we** reserve the right to charge a reasonable administrative fee where, **we** believe an excessive number of requests are being made. Wherever possible, **we** will respond within one month from receipt of the request, but if **we** do not, **we** will notify **you** of anticipated timelines ahead of the one month deadline.

**Your** personal information can be provided in a structured, commonly used, machine readable form when asked;

- correct inaccurate or incomplete personal information held about **you**;
- erase **your** personal information where **you** believe it is no longer required;
- restrict the processing of **your** personal information. **You** have the right to ask that suppress processing **your** personal information. **We** will continue to store **your** personal information but will no longer process it;

- stop **your** personal information from being used for profiling, direct marketing or research purpose;
- **You** have rights in relation to automated decision making and profiling, to reduce the risk that a potentially damaging decision is taken without human intervention; and
- perform a manual reassessment using the same information that **you** originally provided if **we** have used automated decision making and profiling and this is likely to be potentially damaging.

Please note, in some cases even when **you** make a request concerning **your** personal information, **we** may not be required, or may not be able, to honour it, as this may result in **us** not being able to fulfil **our** legal and regulatory obligations, or there is a minimum statutory period of time for which **we** have to keep **your** information. If this is the case, **we** will let **you** know **our** reasons.

To make a request, please write to **us** at Uinsure Limited, PO Box 5524, Manchester, M61 0QR.

To ensure that **we** do not disclose **your** personal information to someone who is not entitled to it, when **you** are making the request **we** may ask **you** to provide **us** with **your** name, address, date of birth, policy number(s) and a copy of **your** photo identification.

## Further information

If **you** require further information on, or wish to complain about, the way that **we** use **your** personal information, please write to **us** at Uinsure Limited, PO Box 5524, Manchester, M61 0QR.

If **you** believe **we** have not complied with **our** obligations in relation to the handling of **your** personal information **you** have a right to submit a complaint to the Information Commissioner. For further information please visit <https://ico.org.uk/global/contact-us/>



# What to do if you have a complaint

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy **you** should in the first instance contact **Uinsure**, PO Box 1189, Doncaster, DN1 9RP or call **Uinsure** on 0330 912 8852

If **you** have any questions or concerns regarding **your** claim, in the first instance please contact **your** claims handler whose details will be shown in **your** claims documentation (please include **your** policy number and **your** claim number if appropriate).

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by following the procedure below:

If **your** complaint is about the way **your** policy was sold to **you**, please contact **your** financial adviser to report **your** complaint.

If **your** complaint relates to Section 1 - **Buildings** or Section 2 - Landlords' **contents**, **you** can call **us** on 0330 912 8852 or write to **us** at the address below (please include **your** policy number and claim number if appropriate).

**Uinsure** Customer Services, PO Box 1189, Doncaster DN1 9RP

If appropriate **we** will pass **your** complaint on to **your** insurer as detailed on **your** **Schedule**.

If **your** complaint relates to Section 3 - Let Home Emergency Cover, please contact the Customer Service Department at

Arc Legal Assistance Ltd  
The Gatehouse  
Lodge Park  
Lodge Lane  
Colchester  
CO4 5NE

Telephone: 01206 615000  
Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

If **your** complaint relates to Section 4 – Landlords Legal and Rent Guarantee Cover, please contact 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH.

## Service standards

**We** will try to resolve **your** complaint by the end of the third working day. If **we** are unable to do this, **we** will write to **you** within three working days to either:

- Tell **you** what **we** have done to resolve the problem; or
- Acknowledge **your** complaint and let **you** know when **you** can expect a full response.

**We** will always aim to resolve **your** complaint within eight weeks of receipt. If **we** are unable to do this **we** will give **you** the reasons for the delay and indicate when **we** will be able to provide a final response.

## Financial Ombudsman Service

If **you** remain dissatisfied after **your** insurer or Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and business providing financial services. **You** can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

**You** can ask the Financial Ombudsman Service to review **your** complaint if for any reason **you** are still dissatisfied with **our** final response, or if **we** have not issued **our** final response within eight weeks from **you** first raising the complaint.

**You** can contact the Financial Ombudsman Service at the address below, however, they will only consider **your** complaint once **you**'ve tried to resolve it with **us**.

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

Tel No: 0800 023 4567 or 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **we** cannot meet **our** obligations **you** may be entitled to compensation under the scheme. **You** can get more information from the Financial Services Compensation Scheme at [www.fsccs.org.uk](http://www.fsccs.org.uk) or by calling 0800 678 1100 or 020 7741 4100.





Changing Your Policy

0330 912 8852

BTL/Landlord Insurance Claims

0344 856 2090

BTL/Landlords Home Emergency Claims

0800 999 4215

BTL/Landlords Legal Protection & Rent Guarantee Claims

01384 399 997

Uinsure Customer Services  
PO Box 1189  
Doncaster  
DN1 9RP

**0330 912 8852**

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