



Residential Let Property Insurance Policy

Underwritten by



AmTrust Specialty

Introduction

Thank you for choosing Lares for your Residential Landlord Home Insurance. This policy wording, the schedule and any endorsements, form the contract between you and us. Please read all of these documents to make sure they provide the cover you want. If they are not correct or do not meet your needs, please contact your broker.

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

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

Unless stated otherwise in this policy wording this insurance is underwritten by AmTrust Specialty Limited and administered on their behalf by Lares Services Limited.

AmTrust Specialty Limited, registered in England and Wales. Company No. 1229676. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm's reference number 202189.

Registered office: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA. Please keep your policy documents in a safe place. You may need to read them if you need to make a claim or if you need assistance. Certain words have special meanings, as shown in the section headed 'Definitions.' These words are shown in bold throughout.

Lares Services Limited are authorised and regulated by the Financial Conduct Authority. Firm

Reference No. 820380. Lares Services Limited is registered in England under company number 11454018. Registered office: Swift House, Ground Floor, 18, Hoffmanns Way, Chelmsford, Essex, CM1 1GU. You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

If **you** have any disability which means that **you** need **your** documents in a different format, please contact **your broker** who will be able to help **you**.

Important Information

*If **you** are a private individual the following applies to **you**:*

Giving us all the important information

When **we** accept **your** application for this insurance, **we** will rely on the information **you** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **you** take out, or make changes to, **your policy**. If the information provided by **you** is not complete and accurate the level of cover may be reduced and:

- **we** may cancel **your policy** and refuse to pay any claim; or
- **we** may not pay any claim in full.

*If **you** are part of a partnership, a sole trader, a limited company or other legal entity the following applies to **you**:*

Your Duty of Disclosure

Under the Insurance Act 2015 **you** have a duty to make a fair presentation of the risk to **us** before this **policy** starts, at each renewal and when **you** make any amendment(s) to cover.

This means **you** must:

- a. disclose all material facts of which **you** know or ought to know.
- b. make the disclosure in a reasonably clear and accessible way.
- c. make sure that every material representation of fact is substantially correct and made in good faith.

What is a Material Fact?

A material fact is information that would influence **our** decision as to whether to insure **you** and, if so, on what terms.

For the purposes of the duty of fair presentation, **you** are expected to know the following;

- a. if **you** are an individual (such as a sole trader or individual partner) what is known to **you** and anybody who is responsible for arranging this insurance, or
- b. if **you** are not an individual (such as a limited company or partnership):
 - what is known to anybody who is part of **your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **your** activities are to be managed or organised or anybody who is responsible for arranging this insurance).
 - what should reasonably be revealed by a reasonable search of the information available to **you**. The information may be held within **your** organisation (including, but not limited to, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance).
 - if the insurance is intended to insure subsidiaries, affiliates, or other parties, **you** are expected to have included them in **your** enquiries and inform **us** if **you** have not done so. The reasonable search may be conducted by making enquiries or by any other means.
- c. whether **you** are an individual or not, what should reasonably be revealed by a reasonable search of the information available to **you**.

Breach of duty

If **you** breach **your** duty to make a fair presentation of the risk to **us**, then:

- where the breach was deliberate or reckless, **we** may void this **policy**, refuse all claims and keep all premiums paid.
- where the breach was neither deliberate or reckless and, but for the breach, **we would not** have agreed to provide cover under the **policy** on any terms, **we** may void this **policy** and refuse all claims, but **we** will return any premiums paid.

- where the breach was neither deliberate nor reckless and, but for the breach, **we would** have agreed to provide cover under this **policy** but on different terms (other than premium terms), **we** may require that this **policy** includes such different terms with effect from its commencement, and/or
- where the breach was neither deliberate or reckless and, but for the breach, **we** would have agreed to provide cover under this **policy** but would have charged higher premiums, **our** liability for any loss amount payable will be limited to the proportion that the premium **we** charged bears to the higher premium that **we** would have charged.

For example: if, due to a breach of fair presentation, **we** charged a premium of £200 but **we** should have charged £400, then for any claim submitted and agreed at a settlement value of £1,000, **you** will only be paid £500.

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

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

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Registered office: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA.

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

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Your Policy

We will provide insurance for loss, destruction, damage or liability for the **property** named in the **schedule** occurring at any time during the **period of insurance** (or any further period for which **we** accept a renewal premium). Please note exclusions, provisions and conditions will apply to the **policy**.

If **you** wish to make a claim in **sections** 1-3, please contact the **Claims Administrator** listed in **your schedule**.

Helpful Hints

We recommend that **you** take simple precautions for **your** own safety to prevent accidents and reduce the likelihood of damage taking place. These helpful hints do not form part of **your** policy wording but are designed to help **you**.

For example:

Fire prevention

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

Water damage

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

Security

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

Unoccupancy (Please read Policy Condition 3 – Unoccupied Properties Condition on page 46)

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

Summary of Cover Limits

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

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

Definitions

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

To help **you** identify these words in the **policy**, they are printed in bold type throughout.

Accidental Damage

Damage caused suddenly and due to an external, visible and unexpected cause.

Building(s)

The risk address or addresses stated in **your schedule**, including garages on nearby sites and built of brick, stone or concrete (excluding pre-fabricated concrete) and roofed with slate, tile, metal, concrete, asphalt, which belong to **you** or **you** have a legal responsibility for.

Domestic outbuildings including garden sheds, swimming pools, tennis courts, terraces, patios, drives and footpaths, walls, gates, fences and hedges.

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

Broker

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

Business

Your property insured, including:

- a. Maintenance, occupation or use of the **property** insured by **you**;
- b. Private work undertaken with **your** prior consent by **your** employees or any director or senior official of **you**.

Claims Administrator

The company whose details are shown on **your schedule**, who will deal with **your** claim.

Common Parts

The common parts shown in **your** freehold or leasehold agreement.

Contents

This cover applies only if shown in **your schedule**.

Any landlord's contents, including:

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

Excess(es)

The first part of each claim **you** pay, as shown in **your schedule**.

Flat(s)

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

Flood

An overflow of water from the normal boundary of any natural or artificial water course, streams, rivers, culverts, lakes, ponds, reservoirs, canals, dams, coastal waters and/or the overflowing of water onto land that is dry due to heavy rain or **storm**.

Heave

Upward movement of the ground beneath the **buildings** due to the soil expanding.

Landslip

Downward movement of sloping ground.

Period of Insurance

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

Policy

The documents which are the policy wording, the current **schedule** and any endorsements.

Property

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

Renovation

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

Schedule

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

Section(s)

The parts of this **policy** which show the insurance cover provided for each section under this **policy**.

Settlement

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

Storm

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

Subsidence

Downward movement of the ground beneath the **buildings** where the movement is not caused by the weight of the **building**.

Sum(s) Insured

The sums insured in **your schedule**, which is the most **we** will pay if **your property** is lost or damaged and must be enough to cover the cost of rebuilding the **property** in its present form.

Tenant(s)

Any person living in the risk address shown in **your schedule** with a tenancy agreement for at least six months.

Terrorism

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

Unoccupied

Any **building** or part of the **building(s)** which is empty, not used, unfurnished or not tenanted by **you** or any of **your tenants**.

We, Us, Our

Your insurer, AmTrust Specialty Limited.

You, Your

The policyholder named in **your schedule**.

Section 1 – Property Damage

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

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

Insured Perils

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

- h) Escape of water or oil leaking from, or freezing in, any tank, apparatus or pipe or fixed heating installations
EXCLUDING any loss or damage:
 - 1. While the **buildings** are **unoccupied**;
 - 2. To the appliance or system from which the water or oil escaped; but **we** will pay up to £2,500 as a result of freezing conditions;
 - 3. By water discharged or leaking from any automatic sprinkler installation;
 - 4. Resulting in **subsidence, heave** or **landslip**;
 - 5. Caused in **your building** by the failure, or lack of, appropriate grout and/or sealant.
- i) Accidental escape of water from any automatic sprinkler installation in the **buildings** not caused by explosion, earthquake, subterranean fire or heat caused by fire
EXCLUDING any loss or damage:
 - 1. While the **buildings** are **unoccupied**.
- j) Accidental breakage of fixed glass and sanitary fixtures forming part of the **buildings**, including double glazing, mirrors, glass in solar panel units and fixed baths, shower trays, shower screens, bidets, washbasins, splashbacks, pedestals, sinks, lavatory pans and cisterns
EXCLUDING any loss or damage:
 - 1. While the **buildings** are **unoccupied**;
 - 2. To accessories and fittings;
 - 3. To ceramic hobs in freestanding cookers;
 - 4. Caused by chipping, denting or scratching.
- k) Theft or attempted theft
EXCLUDING any loss or damage:
 - 1. Caused by theft, or attempted theft, which does not involve forcible and violent entry, or exit to or from, the **buildings**;
 - 2. Costing more than £2,500 caused by any person allowed in the **buildings**;
 - 3. Caused by theft, or attempted theft, while the **buildings** are **unoccupied**;
 - 4. To cash;
 - 5. To documents of any kind.

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

EXCLUDING:

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

- m) **Subsidence** and/or **heave** of the site on which the **building** stands and/or **landslip** – Please also read Condition 3 – Subsidence Condition

EXCLUDING any loss or damage:

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

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

EXCLUDING any loss or damage:

1. While the **buildings** are **unoccupied**;
2. Caused by rust, corrosion, wear and tear, deterioration or anything else that happens gradually;
3. Due to a fault or limit of design, manufacture, construction or installation.

Accidental Damage & Policy Benefits

1 – Accidental Damage

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

EXCLUDING any loss or damage:

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

- f. Made up of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super-heaters, pressure vessels or any range of steam and feed piping connected to them, mechanical or electrical breakdown in respect of the particular machine, apparatus, or equipment in where the breakdown starts from but this will not exclude:
 - 1. The loss or damage not otherwise excluded which results from insured perils a) to n);
 - 2. Further loss or damage which results from a cause which is not excluded.
- g. Caused by disappearance, unexplained or inventory shortage or the misfiling or loss of information.
- h. To any building or structure caused by its own collapse or cracking, but this will not exclude the destruction or damage resulting from other damage not excluded.
- i. To fences, gates and moveable **property** in the open caused by wind, rain, hail, sleet, snow or dust.
- j. To **property** insured undergoing any process of production, packing, treatment, testing, commissioning, service or repair.
- k. To the following:
 - 1. Jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books;
 - 2. **Property** in transit;
 - 3. Glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects, but this will not exclude loss or damage which is from insured perils a) to n) excluded elsewhere;
 - 4. Money, cash, bonds or securities of any description.
 - 5. Vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
 - 6. **Property** or structures being built and materials or supplies for the build, **property** or structures;
 - 7. Land, roads, pavements, piers, jetties, bridges, culverts or excavations;
 - 8. Livestock, growing crops or trees but this will not exclude **property** described in **your schedule**;
 - 9. Electronic recordings caused by electrical or magnetic deletion and/or accidental deletion.
- l. Whilst the **building** is **unoccupied**.

2 – Theft of Keys

If keys are stolen using force and violence, **we** will pay **you** up to £2,500 for a claim, and up to £20,000 during the **period of insurance**, for the cost of replacing locks and keys of doors and windows that **you** are legally responsible for, provided that the costs are needed to keep the **buildings** secure.

3 – Trace and Access

Following loss or damage caused by an escape of water or fuel oil from any tank, apparatus or pipe, **we** will pay **you** up to £2,500 for a claim, and up to £20,000 during the **period of insurance**, for the costs of locating the source of the damage and for repairing any damage caused while locating such source.

4a – Metered Supplies

Following loss or damage caused by an insured peril in Section 1 - Property Damage, **we** will pay **you** up to £2,500 for a claim, and up to £20,000 during the **period of insurance**, for any additional water, gas, electricity or other metered supply charges that **you** are legally responsible for.

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

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

4b – Unauthorised Metered Supplies

Following unauthorised use, **we** will pay **you** up to £250 during the **period of insurance**, for any additional gas and electricity supply charges that **you** are legally responsible for.

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

5 – Landscaped Grounds

Following loss or damage to the **buildings** caused by an insured peril in Section 1 - Property Damage, **we** will pay **you** up to £1,000 for a claim, to restore landscaped grounds to their original appearance when first laid out and planted.

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

6 – Emergency Services

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

7 – Fire Extinguishers and Sprinklers

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

8a – Illegal Activities at the Property

Following loss or damage to the **buildings** caused by **your tenant's** illegal activities, **we** will pay **you** up to £5,000 for a claim.

8b – Illegal Activities at the Property

We will pay the costs incurred by **you**, for **loss of rent** or alternative accommodation in Section 2, if the **buildings** become **unoccupied** or partly **unoccupied** and cannot be let out as a result of 8a – Illegal Activities at the **property**.

The maximum **we** will pay under **Section 2** will be no more than the **tenant** would have paid to **you**, and, in any event, no more than 20% of the **building sum insured** as shown on **your schedule**.

If **you** have selected Landlord's **contents** cover only, the maximum **we** will pay under **Section 2** will be no more than the **tenant** would have paid to **you** and, in any event, no more than 20% of the **contents sum insured** as shown on **your schedule**.

9 – Theft of Fixed Fabric of the Property

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

10 – Removing Nests

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

The most **we** will pay is £1,500 for the **period of insurance**.

11 – Selling your Buildings

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

12 – Unauthorised Alterations

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

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

13 – Professional Fees

The **sums insured** for **buildings** include an amount in respect of architects', surveyors', legal and consulting engineers' fees other than where an item covering such fees is specifically shown in **your schedule**.

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

14 – Alterations and Additions

If not insured elsewhere, **buildings** and **contents** items within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands including:

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

Provided that:

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

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

15 – Removal of Debris Costs

The **sums insured** for **buildings** and **contents** include an amount for debris removal costs.

Following loss or damage caused by an insured peril in Section 1 - Property Damage, this cover applies to:

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

We will not pay for any costs or expenses:

- For removing debris other than from the site of the damaged **property** and the area immediately next to the site.'
- Due to pollution or contamination of **property** not covered by this **section**.

16 – Removal of Debris Costs – Tenants' Contents

If not insured elsewhere, cover includes unrecoverable costs incurred with **our** consent, as a result of damage caused by an insured peril in Section 1 – Property Damage, in removing debris for **contents** for which **you** are not responsible, up to £5,000 for a claim.

We will not pay for any costs:

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

Basis of Settlement

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

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

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

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

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

It is important that **you** have met the obligations, terms and conditions contained in the **policy** throughout this **period of insurance**; otherwise, **your** claim may not be paid.

1 – Automatic Reinstatement

Unless **we** tell **you**, the **sums insured** will not be reduced by the amount of the claim, **you** will pay the appropriate additional premium on the amount of the claim from the date of loss or damage to the end of the **period of insurance**, but this will not apply to any loss or damage due to insured peril k) – Theft or attempted theft.

2 – Basis of Settlement Adjustments

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

a – Reinstatement

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

For this purpose, “reinstatement” means:

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

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

Special Conditions applicable to a – Reinstatement

- a. **Our** liability for the repair or restoration of **property** damaged in part only must not be more than the amount which would have been payable if the **property** had been destroyed.
- b. No payment more than the amount **we** would have paid in the absence of this clause will be made:
 1. Unless reinstatement starts and proceeds without delay;
 2. Until the cost of reinstatement has actually been incurred;
 3. Where **property** insured at the time of loss or damage is covered by other insurance, which is not on the basis of reinstatement.
- c. All the terms and conditions of the **policy** will apply to any claim payable under the provision of this condition.

b – Index Linking Please note that an index-linked **sum insured** is not necessarily an adequate one, and the **sum insured** should be enough to cover the reinstatement cost and **our** limits of indemnity (the amount of cover **you** have).

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

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

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

c – Average (Under-insurance)

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

For example: if, **we** charged a premium of £200 but **we** should have charged £400, then for any claim submitted and agreed at a settlement value of £1,000, you will only be paid £500.

d – Contribution and Average

If, at the time of loss or damage, any other insurance has been in place in **your** name covering any of the **property** damaged, **our** liability under this **section** will be limited to **our** proportion of the loss or damage.

If the other insurance is subject to average (underinsurance), this **section**, will be subject to average in the same manner.

e – Public Authorities (including undamaged property)

Subject to the Special Conditions set out below, cover for **buildings** and **contents** includes an amount for any additional cost of reinstatement which is as a result of complying with building or other Regulations under or formed in pursuance of any Act of Parliament, with Bye-Laws of any Public Authority in respect of:

- Lost, destroyed or damaged **property**;
- Undamaged portions of such **property** excluding:
 - a. The cost incurred in complying with such Regulations, Bye-Laws or Stipulations:
 1. For loss or damage that happened prior to the start of this **policy**;
 2. For loss or damage not covered by this **section**;
 3. Under which **you** have received notice before the date of the loss or damage;
 4. For undamaged **property** other than undamaged portions of damaged **property**.
 - b. The additional cost that would have been required to repair the damaged **property** equal to its condition when new, had there been no need to comply with such Regulations, Bye-Laws or Stipulations.
 - c. The amount of any charge or assessment arising out of the **building** value going up, which may be payable in respect of the **property**, to comply with the Regulations, Bye-Laws or Stipulations.

Special Conditions applicable to e – Public Authorities

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

f – Sprinkler Installation Upgrading Costs

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

g – Fixed Glass

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

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

We will not pay for loss or damage:

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

h – Interested Parties

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

In addition, **your** interest or the interest of the mortgagee(s) under this cover will not be prejudiced by any act or neglect of the occupiers or mortgagors of any **property** where the risk of loss or damage is increased without **your** or the mortgagee(s) authority or knowledge.

Conditions

In addition to General Policy Conditions the following apply:

1 – Excesses

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

2 – Sprinkler Condition

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

- a. Maintain the system in working order during the **period of insurance**;
- b. Ensure that routine tests are carried out and any issues found are fixed;
- c. Get **our** written consent to any proposed changes, repairs or alterations to the system.

3 – Subsidence Condition

When required by **us**, any cover under insured peril m) Subsidence – may need a completed **subsidence** questionnaire which will form part of the **policy**.

4 – Flat Roof Condition

We will not provide cover for loss or damage caused by **storm, flood**, or weight of snow, unless;

- a. Any flat roof area at the premises (or the insured portion of the premises) is inspected by a member of the Roofing Federation, Federation of Master Builders (FMB), National Federation of Roofing Contractors, Confederation of Roofing Contractors, and a report issued regarding the condition of the roof and outlining any remedial work required to maintain the roof in a good condition;
- b. Any work outlined in the report must be done within 60 days of the issue of the report;
- c. A copy of each report is kept by **you** and is available to **us** on request;
- d. The roof must be inspected;
 - i. Within 60 days of the addition of this condition to the **policy** unless an inspection has been carried out in the last five years and any work identified has been done;

- ii. Immediately following any water coming in from the roof of the premises;
- iii. Within the timescales recommended on the report but at least every five years and any issues found are fixed within 60 days or as specified by **us**.

5 – Open Fires and Log Burner Condition

It is essential that;

- a. The open fireplace must be fitted with a safety spark screen;
- b. At least one metre around the open fireplace or log burner must be cleared and maintained at all times;
- c. The fire must be put out at least one hour before leaving the **building**;
- d. The chimney and/or flue must be inspected every twelve months by a professional and any issue found by the inspection must be repaired immediately at **your** own cost;
- e. A maintained fire extinguisher must be kept no more than five metres away from the fireplace;
- f. Treated or painted woods must not be burned;
- g. All firestarters, logs and other fuel must be stored within metal lidded containers or outside at least ten metres away from the **building**.

Section 2 – Loss of Rent or Alternative Accommodation

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

Definitions

Rent

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

Loss of Rent

The amount by which the **rent** during the **indemnity period** falls short of the **rent** which without the loss or damage would have been received.

Increase in Cost of Working

The extra costs necessarily and reasonably incurred for the purpose of reducing the **loss of rent** which without that cost would have taken place during the **indemnity period**.

Indemnity Period

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

Re-letting Costs

The costs incurred due to loss or damage in re-letting **buildings**, including legal fees or other charges incurred due to re-letting.

Policy Cover

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

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

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

EXCLUDING:

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

Policy Benefits

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

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

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

- a. **Increase in cost of working** more than the amount of **loss of rent** avoided;
- b. Legal fees or other charges payable by any new **tenant** acquired in re-letting premises due to loss or damage.

Denial of Access

We will pay for loss resulting from interruption of, or interference with, the **business** due to loss or damage to **property**:

- a. In the area around the **buildings**, destruction of, or loss or damage to, which must prevent or interfere with the use of the **buildings** or access to, whether or not **your property** is damaged or not. **This excludes loss or damage to property of any supplier from which you obtain electricity, gas or water or telecommunication services which prevent or interfere with the supply of such services;**
- b. At the premises of **your** managing agents.

Basis of Settlement

Automatic Reinstatement

In consideration of **sums insured** or limits of liability not being reduced by the amount of the claim, **you** will pay the appropriate additional premium on the amount of the claim from the date of the loss or damage to the end of the **period of insurance**, but this will not apply to insured peril k) – Theft or attempted theft.

Basis of Settlement Adjustments

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

a – Average

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

b – Rent Review

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

c – Alterations or Additions

Cover includes **rent** in respect of:

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

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

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

d – Value Added Tax

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

e – Payment on Account

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

f – Illegal Activities or Malicious Damage

We will pay for the **loss of rent** or alternative accommodation if the **buildings** become **unoccupied** or partly **unoccupied** and cannot be let out as a result of illegal activities or malicious damage caused by **your tenants** under Section 1 – Property Damage, from the date the loss or damage was discovered and up to a period of ninety (90) days.

Section 3 – Property Owners’ Liability

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

Definitions

Contractual liability

Legal liability assumed by **you** under the express, or intended, terms of any contract or agreement that restrict **your** right of recovery, or increase **your** legal liability beyond that applicable if those terms did not exist.

Employee

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

Injury

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

Offshore Installations

- a. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation;
- b. Any installation in the sea or tidal waters which is intended for the storage or recovery of gas;
- c. Any pipe or system of pipes in the sea or tidal waters;

- d. Any installation which is intended to provide accommodation for persons who work on or from locations specified in a., b., or c.

Pollution or Contamination

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

Products

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

Territorial Limits

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

Policy Cover

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

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

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

Costs and Expenses

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

- a. In connection with the defence of any claim;
- b. For representation of **you**:
 1. At any coroner's inquest or fatal accident inquiry in respect of death;
 2. At proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **injury** or loss or damage;

which may be covered under this **section**.

Limit of Indemnity

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

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

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

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

Policy Benefits

1 – Joint Insured – Cross Liabilities

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

2 – Overseas Personal Liability

The **business** is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or **employee** or family member of such partner, director or **employee** normally resident within the territories specified in this **section**.

3 – Motor Contingent Liability

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

- a. In respect of loss or damage to such vehicle;
- b. Arising out of any such use outside the **territorial limits**;
- c. Incurred by any party other than **you**.

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

4 – Defective Premises Act 1972

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

This policy benefit does not cover:

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

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

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

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

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

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

We will not pay for:

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

6 – Court Attendance Compensation

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

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

7 – Contractual Liability

We will provide cover against **your contractual liability** provided that **we** have sole control over any claim.

We will not provide:

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

Exclusions

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

1 – Injury to Employees

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

2 – Work on Offshore Installations

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

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

Liability in respect of:

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

4 – Pollution or Contamination

Liability in respect of:

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

5 – Mechanically Propelled Vehicles

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

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

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

6 – Vessels or Craft

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

7 – Property in your charge or control

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

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

8 – Damage to Goods Supplied

Liability in respect of:

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

9 – Products

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

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

10 – Advice and Design

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

11 – Contract Works and JCT Clause 21.2.1

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

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

12 – Manual Work

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

13 – Slings and Cradles

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

14 – Computer Date Recognition

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

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

15 – Asbestos

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

Conditions

In addition to the General Policy Conditions the following apply:

1 – Discharge of Liability

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

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

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

2 – Other Insurances

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

General Policy Conditions (applicable to all policy sections)

You must keep to the terms and conditions of this **policy**, if **you** do not, **your** claim may not be paid.

1 – Cancellation

a. **Your** Cancellation Rights

You have the right to cancel the cover at any time. If **you** want to cancel within the first 14 days from the start of the **policy** or on receiving **your policy**, whichever is the latest (this period is referred to as the “cooling off period”). **You** should contact **your broker**.

If **you** choose to cancel during the “cooling off period,” **you** will be refunded any premium paid, provided no claim has been made or incident has taken place which **you** can claim for during the current **period of insurance**.

If the “cooling off period” has ended, **you** may cancel the **policy** during the **period of insurance** by contacting **your broker**.

Provided no claim has been made or incident has taken place which **you** can claim for during the current **period of insurance**, the following will apply:

- If **you** have paid **your** premium in full, **you** will be refunded a proportionate amount of the premium paid, less any cancellation fee **your broker** may charge.
- If **you** pay **your** premium in monthly instalments, no refund of premium will be given as **you** will only have paid for the cover **you** have already received. However, if a claim has been made the balance of the annual premium will be given. A cancellation fee may still be due.

b. **Our** Cancellation Rights

We may only cancel this **policy** by giving **you** 14 days’ notice in writing sent to **your** last known address on **your schedule** in the following circumstances:

- If **you** commit fraud;
- If **you** fail to pay the premium when it is due;
- If there is a change in **your** circumstances, where cover can no longer be provided;
- If **you** fail to co-operate or fail to supply information/documentation;
- If **you** display threatening or abusive behaviour.

You may be given a proportionate amount of the premium paid for the continuing **period of insurance**. The amount of premium to be refunded will be reduced by any unpaid premiums.

2 – Changes in circumstances

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

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

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

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

3 – Unoccupied Properties

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

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

- a. **You** or **your** agents inspect the **buildings** internally and externally at least every seven days;
- b. The water, gas and electricity supplies are turned off at the mains, and the water system drained except where required to be maintained for central heating and the thermostat set to a minimum temperature of 15 degrees centigrade from October to March;
- c. The **buildings** are kept secured by:
 1. The use of mortice deadlocks conforming to BS3621 or close-shackle padlocks with matching locking bar on all external doors or shutters;

2. The use of window locks – where locks are not fitted, windows must be screwed shut;
3. Repairing any broken or defective windows or boarding them externally using 19mm thickness shuttering grade plywood and secured against forced entry;
4. Sealing all letterboxes or fitting a stout steel cage inside the **buildings**.
- d. The **buildings** including all yards and areas surrounding the **buildings**, do not have fuel and/or combustible materials stored.
- e. **You** must keep a record of all inspections; **we** must be able to inspect **your** records at any time.
- f. If the **buildings** are broken into or vandalised, **you** must immediately:
 1. Follow the claims procedure set out in this **policy**; and
 2. Keep a record of any necessary work and inspections; **we** must be able to inspect **your** records at any time.

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

- a. Arising from the insured perils;
 1. Escape of water or oil
 2. Accidental escape of water from any automatic sprinkler installation
 3. Accidental breakage of fixed glass and sanitary fixtures
 4. Theft or attempted theft
 5. **Accidental damage** and blockages to underground services'
- b. Arising from Policy Benefit 1 - Accidental Damage in Section 1 - Property Damage
- c. To **contents**.

If at the end of 90 days in a row, the **buildings** are still **unoccupied**, then all cover under this **policy** will end.

4 – Maintenance and safety requirements

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

5 – We ask of **you**

You must take care:

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

6 – Personal representatives

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

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

7 – Fraud

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

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

If **we** take action under clause (7)(c):

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

8 – Governing law

This **policy** shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England

9 – Subrogation (**our** rights of recovery)

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

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

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

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

10 – Rights of Third Parties

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

11 – Discharge of Liability

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

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

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

12 – Other Insurances

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

13 – Administration & Cancellation Fees

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

14 – Sanction Limitation

We will not provide cover and will not be liable to pay any claim or provide any benefit under this insurance if such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

General Policy Exclusions

The following exclusions apply unless stated in any **section**. **We** will not cover:

1 – Terrorism

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

2 – Territorial Limits

Loss or damage, injury or liability due to this happening outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, except where stated.

3 – Existing Damage and Deliberate Damage

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

4 – Use of the Buildings

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

5 – Loss of value and indirect loss

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

6 – Wear and Tear

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

7 – Animals, insects or vermin

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

8 – Pairs and sets

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

9 – Property not covered

Loss or damage or injury to:

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

10 – Radioactive contamination

Loss or damage or legal liability caused by:

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

11 – Confiscated Property

Property being taken away or detained by any government or public or local authority.

12 – Sonic bangs

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

13 – War risks

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

14 – Northern Ireland

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

- a. Unlawfully, maliciously or deliberately by 3 or more people unlawfully, riotously or tumultuously assembled together; or
- b. As a result of an act committed maliciously by a person acting on behalf of, or in connection with, an Unlawful Association act of **terrorism**.

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

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

15 – Change in Water Table

Loss or damage caused solely by changes in the water table level.

16 – Hot tubs

Any loss or damage to, or loss or damage or legal liability arising from hot tubs is excluded.

17 – E-Risks

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

5. Any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises from the type of loss or destruction or loss or damage described in point c and d. of this exclusion unless, in respect of point c, d. – 2. and 3. the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other **policy** exclusion.

For the purpose of this Exclusion 17 – E-Risks:

Computer Equipment

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

Virus or Similar Mechanism

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

Hacking

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

Claims Procedures and Conditions

1 – Claims – Action required by **you**

In the event of any injury, loss or damage or loss of rent which could lead to a claim under this **policy** or a written notice of any claims, **you** must:

- a. Tell the **Claims Administrator** within 30 days (or seven days in the case of injury, loss or damage or loss of rent, by riot, strikers, persons taking part in labour disturbances, malicious damage or theft);
- b. Tell the **Claims Administrator** immediately after being told of any prosecution, inquest or enquiry connected with any injury, loss or damage or loss of rent which may lead to a claim under this **policy**;
- c. Tell the police and obtain a crime reference number as soon as it becomes evident that any loss or damage has been caused by theft or malicious damage;
- d. Pass immediately, and unanswered, any letter of claim to **us**;
- e. Carry out and permit to be taken any action to prevent further injury, loss or damage or loss of rent;
- f. Keep anything in anyway connected with the injury, loss or damage, or loss of rent, for as long as **we** may need, but ensure this is not repaired or altered;
- g. Give the **Claims Administrator**, at **your** own cost, any information or documents that **we** ask for, including;
 1. If required, a statutory declaration of the truth of the claim;
 2. Details of any other insurance covering the claim under this **policy** and anything connected with it;
- h. Provide at **your** own cost any documents required by **us** relating to any letter of claim;
- i. Not pay or offer or agree to pay any money or admit liability without **our** prior consent;
- j. Allow the **Claims Administrator**, in **your** name and on **your** behalf to take over the claim. Further, when **we** think appropriate, to have control of all negotiations and proceedings which may arise in respect of any claims and the settlement and co-operate fully with the **Claims Administrator**.

No claim under this **policy** will be paid and any payment on account of a claim already made must be repaid to **us**, if the terms of this Policy Condition are not met.

2 – Claims – **Our** rights

In respect of injury, loss or damage or loss of rent which leads to a claim, **we** and any person authorised by **us** may, without admitting any liability or reducing any of **your** rights in respect of the cover under this **policy**, enter premises where such injury, loss or damage or loss of rent has taken place. Further, **we** may take possession of or require **you** deliver to **us** any **property** insured.

No **property** may be left with **us**, whether taken possession of by **us** or not.

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

Notifying your claim

If **you** want to make a claim, please contact the **Claims Administrator**, detailed in **your schedule**, who will provide **you** with a claim form.

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

Complaints Procedure

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

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

If **your** complaint is about **your claim**

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

AmTrust Specialty Limited Complaints
New Castle House
Castle Boulevard
Nottingham
NG7 1FT

Telephone: 0115 934 9852 (lines are open 9am – 5pm Mon-Fri, calls are charged at standard rate)

Email: asl.complaints@amtrustgroup.com

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

Referring your Complaint to the Financial Ombudsman Service

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

www.financial-ombudsman.org.uk

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

Their contact details are as follows:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: **0800 023 4567** (calls to this number are free on mobile phones and landline) or **0300 123 9123** (Calls to this number cost no more than calls to 01 and 02 numbers).

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

This complaints procedure does not affect any legal rights.

Financial Services Compensation Scheme (FSCS)

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

Data Protection

We will keep **your** personal information safe and private. There are laws that protect **your** privacy and **we** follow them carefully. Under the laws, **we** (AmTrust Specialty Limited) are the company responsible for **handling** your information (Data Controller). Here is a simple explanation of how **we** use **your** personal information. For more information visit **our** website at www.amtrustinternational.com/dpn

What we do with your personal information

We might need to use the information **we** have about **you** for different reasons.

For example, **we** might need it:

- to run through **our** computerised system to decide if **we** can offer **you** this insurance.
- to help **you** if **you** have any queries or want to make a claim.
- to provide **you** with information, products or services if **you** ask **us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **you** to ask if **you** want to renew it.
- to protect both **you** and **us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **your** health or any criminal convictions **you** might have. **We** might need this kind of information to decide if **we** can offer **you** this insurance or to help **you** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **your** information with other companies or people who provide a service to **us**, or to **you** on **our** behalf. They include companies that are part of **our** group, people **we** work with, insurance brokers, **our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **we** might need to share it with by law. **We** will only share **your** information with them if **we** need to and if it is allowed by law.

Sometimes **we** might need to send **your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). We currently send it to the USA and Israel. **We** make sure that **your** information is always kept safely and treated in line with the law and this notice.

You can tell us if **you** do not want **us** to use **your** information for marketing. **You** can also ask **us** to provide **you** with the information **we** have about **you** and, if there are any mistakes or updates, **you** can ask us to correct them. **You** can also ask **us** to delete **your** information (although there are some things **we** cannot delete). **You** can also ask **us** to give **your** information to someone else involved in **your** insurance. If **you** think **we** did something wrong with **your** information, **you** can complain to the local data protection authority.

We will not keep **your** information longer than **we** need to. **We** will usually keep it for 10 years after **your** insurance ends unless **we** have to keep it longer for other business or regulatory reasons.

If **you** have any questions about how **we** use **your** information, **you** can contact **our** Data Protection Officer. **You** can find their contact details on **our** website (www.amtrustinternational.com/dpn).

Section 4 – Property Identity Fraud

This Section forms an extension to the Policy. The General Definitions, Exclusions and Conditions of the Policy document do not form part of the insurance provided by this Section, which contains its own General Definitions, Exclusions and Conditions that take precedent.

The General Definitions, Exclusions and General Conditions and the terms and conditions set out in this extension apply to this Section only.

Terms of Cover

This Section of your Policy is managed and provided by Addept Insurance Services Ltd. It is underwritten by Irwell Insurance Company Limited, on whose behalf **We** act.

If a claim is accepted 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 it is necessary to start court proceedings 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.

The insurance covers **Costs** as detailed under the separate sections of cover, less any excess up to the **Maximum Amount Payable** where:

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

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

Definitions

Where the following words appear in bold they have these special meanings. The definitions contained here should be read in conjunction with those that apply to the whole policy. For the purposes of this section of the policy, if a term is defined in this section and elsewhere in the policy, the definition in this section will be used.

Adviser

Our specialist panel solicitors or accountants or their agents appointed by **Us** to act for **You**, or, and subject to **Our** agreement, where it is necessary to start court proceedings or a **Conflict of Interest** arises, another legal representative nominated by **You**.

Advisers' Costs

Legal or accountancy fees and disbursements incurred by the Adviser.

Adverse Costs

Third party legal costs awarded against **You** which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

Costs

Standard Advisers' Costs and **Adverse Costs**.

Conflict of Interest

Situations where **We** administer and/or arrange legal expenses on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Property Identity Fraud

A person or group of persons knowingly using a means of identification belonging to **You** without **Your** knowledge or permission with intent to commit or assist another to commit an illegal act against **You** in relation to **You**, or the **Property**

Insured Event

A single act or the start of a series of single acts against **You** by one person or group of people which may lead to a claim under this insurance. Only one **Insured Event** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

Insurer

Irwell Insurance Company Ltd.

Legal Action(s)

Representation in, and the pursuit or defence of, civil legal cases for damages and/or injunctions or specific performance.

Maximum Amount Payable

The maximum payable in respect of an **Insured Event** is £25,000.

Period of Insurance

The Period of Insurance shown on the Schedule of the Policy.

Property

The Property insured under the Policy as shown in the Schedule.

Standard Advisers' Costs

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

Territorial Limits

The United Kingdom, the Isle of Man and the Channel Islands.

We/Us/Our

Addept Insurance Services Ltd.

You/Your/ Yourself

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **Us** by **Your** insurance advisor. If **You** die **Your** personal representatives will be covered to pursue or defend cases covered by this insurance on **Your** behalf that arose prior to or out of **Your** death.

Cover**Property Identity Fraud****What is insured**

Costs in a **Legal Action** in respect of **Insured Events** arising from **Property Identity Fraud**: -

- To apply to the Land Registry to reinstate **Your** Title to the **Property** if transferred, or attempted to be transferred without **Your** authorization.
- To deal with organisations advertising the **Property** for let or sale without **Your** authorization and prevent them from doing so.
- To regain lawful possession of the **Property** if it has been let or sold without **Your** authorization.
- To deal with organisations that have been fraudulently applied to for credit, goods or services in **Your** name or which are seeking monies or have sought monies from **You** as a result of **Property Identity Fraud**
- To liaise with credit referencing agencies and all other relevant organisation on **Your** behalf to advise that **You** have been the victim of **Property Identity Fraud**
- To defend **Your** legal rights and/or take reasonable steps to remove County Court Judgments against **You** that have been obtained by an organisation that **You** are alleged to have purchased, hired or leased goods or services from. Cover is only available if **You** deny having entered into the contract and allege that **You** have been the victim of **Property Identity Fraud**.

What is not insured

Claims: -

Where **You** have not been the victim of **Property Identity Fraud**

Where **You** have been reckless in failing to protect **Yourself** from **Property Identity Fraud**, examples include but are not limited to: -

- sharing pin numbers or passwords
- failing to properly dispose of personal Information.

Where the **Identity Fraud** has been carried out by somebody living with **You**

For **Advisers' Costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss.

For any losses other than **Advisers' Costs** incurred by **You** as a result of **Property Identity Fraud**

You must agree to be added to the Credit Industry Fraud Avoidance System (CIFAS) Protection Register if **We** or the **Adviser** recommend it.

General Exclusions

1. There is no cover where:

- a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
- b) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute.
- c) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval.
- d) **Your** insurers repudiate the insurance Policy or refuse indemnity.

2. There is no cover for:

- a) Claims over loss or damage where that loss or damage is insured under any other insurance.
- b) Claims made by or against **Your** insurance advisor, the **Insurer**, the **Adviser** or **Us**.
- c) Any claim **You** make which is false or fraudulent or exaggerated.
- d) Defending **Legal Actions** arising from anything **You** did deliberately or recklessly.
- e) **Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims.

3. There is no cover for any claim directly or indirectly arising from:

- a) A dispute between **You** and someone **You** live with or have lived with.
- b) **Your** business trade or profession other than as a Landlord.
- c) An application for a judicial review.
- d) Defending or pursuing new areas of law or test cases.

4. Contracts (Rights of Third Parties) Act 1999

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

Conditions

1.Claims

- a) **You** must notify claims as soon as possible once **You** become aware of the incident and within no more than 45 days of **You** becoming aware of the incident. Claims must also be reported within the **Period of Insurance**. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings.
- c) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted.
- d) Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our standard conditions** of appointment available on request.
- e) The **Adviser** will:
 - i.) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii.) Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii.) Keep **Us** advised of **Advisers' Costs** incurred.
 - iv.) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted, cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v.) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi.) Attempt recovery of costs from third parties.
- f) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.

- g) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- h) **You** shall supply all information requested by the **Adviser** and **Us**
- i) **You** are responsible for all legal costs and expenses including **Adverse Costs** if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be refunded by **You**.
- j) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost

2.Prospects of Success

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

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

3.Other Insurances

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

4.Disclosure

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

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

5.Fraud

In the event of fraud committed by **You**, **We**:

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

6.Cancellation Rights

If **You** find that this cover does not meet **Your** needs, please contact **Your** insurance adviser that sold you the Policy within 14 days of receiving this document and they will arrange for **Us** to cancel this policy. **You** will receive a refund of **Your** premium provided **You** have not made any claims.

If **You** cancel the policy outside the 14 day period there is no refund of premium.

We may cancel the insurance by giving 14 days' notice in writing to **You** at the address held for **You** by the insurance adviser that sold **You** the Policy. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

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

7.Disputes

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

8.English Law and Language

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

9.Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written.

If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

Customer Services Information

How to make a claim

As soon as **You** have a problem that **You** may require assistance with under this insurance **You** should telephone the legal and claims advice line detailed below.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim, and always within the **Period of Insurance**. If **You** are in any doubt whether a matter constitutes a notifiable claim or circumstance, **You** should contact the legal and claims advice line for assistance. The helpline will ask **You** to complete and submit a claim form online by visiting www.addeptgroup.co.uk/portals. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Addept Insurance Services and the **Insurer**)

We will keep **Your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller).

Here is a simple explanation of how **We** use **Your** personal information. For more information visit www.addeptgroup.co.uk and www.irwell.co.uk.

What **we** do with **Your** personal information:

We might need to **use** the information **We** have about **You** for different reasons. For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only **use** this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **Us** to **use** **Your** information for marketing. **You** can also ask **Us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are some things **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

We will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons.

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer.

Customer Service

We aim to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

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 has not been resolved as yet plus an indication of when **You** will receive a final response.

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 **You** will receive a final response.

After eight weeks, if **You** are unhappy 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.

Our contact details are:

Addept Insurance Services Ltd
Level 30, The Leadenhall Building
122 Leadenhall Street
London
EC3V 4AB
Tel 020 4570 6102
Email: customerservice@addeptgroup.co.uk

The Financial Ombudsman Service contact details are:

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

Compensation

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

Authorisation

Addept Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority. Addept Insurance Services' Firm Reference Number is 586471. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by Irwell Insurance Company Limited, Registered Office: 2 Cheetham Hill Road, Manchester, M4 4FB, Registered Number: 02887406. Irwell Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202897. These details can be checked on the Financial Services Register at www.fca.org.uk.

Assistance Helpline Services

Legal Helpline: 020 3334 8411

Use the 24-hour advisory service for telephone advice on any matter covered under this insurance.

We will ask you for a brief summary of the problem and pass these details on to an **Adviser**.

This helpline is provided by **Our** partner solicitors.

Lifestyle Counselling Helpline & Online Support Service: 020 4570 6149

This service can help if you are worried or anxious about the **Property Identity Fraud**.

Our specialists will help **You** deal with the emotional impact of the **Property Identity Fraud** and other issues affecting **Your** general wellbeing.

Counsellors and information specialists are also trained to help **You** with practical problems like debt.

The helpline is complemented by a comprehensive online information and support service, through which **You** can access information and advice on a range of issues and problems which often impact on everyday life. Topics are diverse and include relationships, childcare issues, consumer issues, stress, health and fitness. Information is updated regularly by a team of experienced counsellors and information specialists.

You can access the Online Support Service by visiting www.addeptgroup.co.uk/support.

This service is available to anyone belonging to the main household over 18 years of age and is provided by **Our** support service partner.

Legal Assistance Hub

You can use **Our** online Legal Hub provided by **Our** partner solicitors. This will provide **You** with: -

- Interactive legal documents that can help **You** with legal issues such as **Property Identity Fraud**
- Access to legal resources including guidance and information on areas of law that may be of interest to **You** such as Landlord & Tenant Law
- A news feed of changes in the law and how they could affect **You**.

The service can be accessed by visiting www.addeptgroup.co.uk/legalhub where **You** can register **Your** details and access this service.

When calling any of the assistance helpline services, say that You have a Property Identity Fraud insurance policy.

Lares Services Limited are authorised and regulated by the Financial Conduct Authority. Firm

Reference No. 820380. Lares Services Limited is registered in England under company number 11454018. Registered office: Swift House, Ground Floor, 18 Hoffmanns Way, Chelmsford Essex CM1 1GU. You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.