

# Residential Property Owner

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AmTrust Europe  
An AmTrust Financial Company

## Introduction

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

This policy wording, the **schedule** and any endorsements, make up 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** picks out the **sections** of cover that apply and their **sums insured**, which should be enough to cover the reinstatement cost and our 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 result in **your policy** or certain covers not operating fully.

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.

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

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

Please keep **your** policy 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**.

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

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

## Helpful Hints

**We** recommend that **you** take simple precautions for **your** own safety to prevent accidents and reduce the likelihood of 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 58)

- 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 <b>buildings</b>
Malicious acts or vandalism	£5,000 for the claim caused by any person allowed in the <b>buildings</b>
<b>Loss of rent</b> or alternative accommodation	Up to 20% of the <b>building sum insured</b>
Trace and access	£2,500 for the claim and £20,000 for the <b>period of insurance</b>
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 <b>period of insurance</b>
<b>Accidental damage</b>	Up to the <b>building sum insured</b> and applies only if shown in <b>your schedule</b>
Nest Removal	£1,500 for the <b>period of insurance</b>
Unauthorised Alterations	£5,000 for the <b>period of insurance</b>
Theft of keys	£2,500 for the claim and £20,000 for the <b>period of insurance</b>

Landlord's Contents (if selected)	Limits
Theft or attempted theft	£2,500 for the claim caused by any person allowed in the <b>buildings</b>
Malicious acts or vandalism	£5,000 for the claim caused by any person allowed in the <b>buildings</b>
<b>Loss of rent</b> or alternative accommodation	Up to 20% of the <b>contents sum insured</b>
Trace and access	£2,500 for the claim and £20,000 for the <b>period of insurance</b>
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 <b>period of insurance</b>
<b>Accidental damage</b>	Up to the <b>contents sum insured</b> and applies only if shown in <b>your schedule</b>
Nest Removal	£1,500 for the <b>period of insurance</b>
Theft of keys	£2,500 for the claim and £20,000 for the <b>period of insurance</b>

## 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 Europe 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 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** as shown on **your schedule**.

If **you** have selected Landlord's **contents** cover only, the maximum **we** will pay under this **section** will be no more than the **tenant** would have paid to **you** and, 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:

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

Provided that:

1. **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;
2. 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:

- a. Removing debris;
- b. Dismantling and/or demolishing;
- c. Shoring up or propping;
- d. 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:

1. For removing debris other than from the site of the damaged **property** and the area immediately next to the site.
2. 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:

- a. Incurred in removing debris other than from the site of the damaged **property** and the area immediately adjacent to such site;
- b. 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:

- a. 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;
- b. 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.

## Section 4 - Legal Protection

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

### Definitions

#### Appointed Legal Representative

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

#### Claim

A request for payment of **legal expenses** resulting from one or more events or incidents arising in the **territorial limits** at the same time or from the same cause that **you** tell **us**, within the **period of insurance**.

#### Claims Administrator

Arc Legal Assistance Limited, PO Box 8921, Colchester, CO4 5YD.

Telephone: 0344 770 9000

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

#### Counterclaim

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

#### Housing Acts

The Housing Act 1988, the Housing Act 1996, The Housing (Scotland) Act 1988, any changing, replacement or equal legislation that applies in the **territorial limits**.

#### Legal Expenses

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

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

## Legal Proceedings

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

## Maximum Amount Payable

The total of all **claims** that **you** tell **us** about during the **period of insurance**.

## Prospects of Success

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

## Tenant(s)

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

## Tenancy Agreement

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

## Territorial Limits

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

## A – Standard Legal Expenses Cover

**We** will cover **you** for **legal expenses** up to the **maximum amount payable** of £25,000 as long as the **claim** has been notified to **us** in the **period of insurance** and happens from **legal proceedings** relating to:

Rent recovery

The recovery of an undisputed debt for **rent** unpaid by **your tenant** as long as:

- a. The amount in dispute is more than £400.
- b. **We** are told about all **rent** debt recovery cases within 45 days from the date the **rent** was first due.
- c. You have tried all **your** normal credit control procedures.

- d. **We** select the most appropriate way of recovery.
- e. **You** have incurred no more than two separate **rent** debt recoveries for any one **tenant** during the **period of insurance**.

### Eviction

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

As long as **you**;

- a. Have acted in line with all **your** legal requirements and **you** have not given the **tenant** permission to stay in the **building**; and
- b. Have told the **tenant** in line with the prescribed legal requirements that **you** want possession of the **building**.

### Defence Costs

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

## B – Enhanced Legal Expenses (including Property Disputes)

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

**We** will cover **you** for **legal expenses** up to the **maximum amount payable** for the amount of £50,000, as long as **we** have been told about the **claim** in the **period of insurance** and arises from **legal proceedings** relating to:

### Property legal disputes

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

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

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

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

#### Attendance Expenses

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

- a. A witness for **you** when asked by the **appointed legal representative**;
- b. A defendant in **legal proceedings** where **we** have accepted the **claim** as long as your salary or wages can not be recovered from the relevant court or tribunal.

## Conditions Applicable to Section 4 – Legal Protection

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

### 1 – Your responsibilities

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

2. Comply with all the conditions of the **tenancy agreement**;
3. Try to prevent any event or incident that might give rise to a **claim**;
4. Take all steps to keep down the amount that **we** will pay.

## 2 – Reporting a Claim

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

Where **you** have told us about the event or incident, **we** agree to treat any following **claim** or **legal proceedings** as having been made or brought within the **period of insurance**.

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

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

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

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

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

**we** might, at any time, need **you** to get at **your** own expense an opinion from counsel as to the benefit of **legal proceedings**. **We** will pay, within the limit applicable to the **claim**, the cost of getting the opinion if it shows that there are **prospects of success** for pursuit or defence of the **legal proceedings**.

#### 4 – Legal Representation

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

#### 5 – Control of the claim

- a. When asked, **you** must, at **your** own expense, give all information, evidence and documents relating to the **legal proceedings** to the **appointed legal representative**. **You** must also meet with the **appointed legal representative** when asked.
- b. **You** must tell **us** and the **appointed legal representative** about all developments, co-operate fully in all situations and not enter into any negotiations with the **tenant**.
- c. **We** must have direct access to the **appointed legal representative** at all times.
- d. **You** must give the **appointed legal representative** any instructions that **we** ask, including asking for any documents or other information **we** need.

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

## 6 – Payment under this insurance

- a. If **you** do not accept any offer to settle the **legal proceedings** which equals or is more than the total cost of the **claim** (including any interest) eventually recovered by **you**, **we** will not pay for any **legal expenses** run up after the **claim** is refused unless **we** have given **our** written agreement to continue with the **legal proceedings**.
- b. When asked by **us**, **you** must tell the **appointed legal representative** to have the **legal expenses** assessed or audited by the relevant court or tribunal.
- c. All accounts, orders or awards of a court or tribunal for **legal expenses** to be paid under this insurance must be sent to **us** promptly.
- d. When **we** have the relevant accounts, orders or awards of a court or tribunal for **legal expenses** to be paid under the insurance, payment will be made direct to the **appointed legal representative**, to the other party's Legal Representative, or to any other party where needed according to the terms of any order or award of the court or tribunal.
- e. If **you** pull out from the **legal proceedings** without **our** agreement, cover will stop immediately, and **we** will be allowed to be reimbursed for any **legal expenses** previously agreed or paid on **your** behalf.

## 7 – Recoveries

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

## 8 – Arbitration

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

## 9 – Assignment

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

## 10 – Waiver

If **we** or **you** fail to carry out or enforce any rights given to them by this insurance, the failure to do so will not be seen as a waiver, or it will not stop the exercise or enforcement of these rights at any time after this.

# Exclusions applicable to Section 4 – Legal Protection

As well as the General Policy Exclusions, the following exclusions apply to this **section**, this insurance does not cover:

## 1 – Pre-existing event or circumstance

**Claim** or **legal proceedings** relating to any event or incident that happens prior to or exists at the start of the first **period of insurance** and which **you** knew or should have known was likely to give rise to a **claim** or to **legal proceedings**.

## 2 – Data Change

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

## 3 – Libel or Slander

Disputes relating to written or verbal remarks.

#### 4 – Deliberate Acts

Any cause of action brought on by **you** on purpose.

#### 5 – Dishonesty, violent or criminal acts

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

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

#### 6 – Legal expenses not agreed

**Legal expenses** incurred;

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

#### 7 – Delay and prejudicial acts

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

## 8 – Other Insurances

**Legal expenses** which can be taken back by **you** under any other insurance or which would have been covered if this **policy** did not exist except for any amount more than that which would have been covered under the other insurance.

## 9 – Fines and penalties

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

## 10 – Judicial review

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

## 11 – Bankruptcy, Liquidation or Receivership

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

## 12 – Disagreement

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

## 13 – First three months

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

1. The current **schedule** is a continuation of a previous **policy** covering the same interest;
2. For a new **tenant**, the **tenancy agreement** comes in to force on or after the start of the **period of insurance** under this **policy**.

## 14 – References for tenants and deposit rents

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

- a. Show one satisfactory financial or credit reference for each **tenant** or guarantor;

- b. Show that a minimum of one month's rent as a deposit was collected before letting the **building** to the **tenant**;
- c. Show, by evidence of a certificate, that the rent deposit was collected and, where relevant, placed in a Tenancy Deposit Scheme in line with the Housing Act 2004, Tenancy Deposit Scheme (Scotland) Regulations 2011 or Residential Tenancies (Amendment) Act 2015 as appropriate, that is from time to time changed, extended or recreated.

## 15 – Disputes

**Claim** relating to a dispute with:

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

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

**Claim** relating to **your** defence of any civil **claim** made or **legal proceedings** brought against **you** as a result of:

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

## 17 – Trade, business profession

**Claim** as a result of the ownership, use or occupation of the **building** for the activities of any profession, **business** or trading activity other than the letting of that **building**.

## 18 – Multiple tenants

**Claim** relating to any dispute with multiple **tenants** in a single **building** where they have separate liability.

## 19 – Rent, rates and land tribunals

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

20 – Mining, subsidence and heave

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

21 – Government Public or Local Authority

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

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

22 – Intellectual Property

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

## How to make a claim under Section 4 – Legal Protection

If **you** want to make a **claim**, please contact the **claims administrator** whose contact details are:

Arc Legal Assistance Limited, PO Box 8921, Colchester, CO4 5YD.

Telephone: 0344 770 9000

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

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

A claim form will be sent out to **you** by email or by post if you'd like, within 24-hours. The claim form needs to be completed and sent back along with supporting documentation within five days of it being sent to **you**. To maintain an accurate record, **your** telephone calls might be recorded.

Claim forms can also be found on <https://claims.arclegal.co.uk>.

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

## Landlord Assistance Services

Legal advice

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

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

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

**Your** immediate dependents can also use the service.

## General Policy Conditions (applicable to all policy sections)

**You** must keep to the terms and conditions of this **policy**, 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.

- 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

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

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

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

AmTrust Europe Complaints  
AmTrust Europe Limited  
Market Square House  
St James's Street  
Nottingham  
NG1 6FG

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

Email: [complaints@amtrusteu.co.uk](mailto:complaints@amtrusteu.co.uk)

**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](http://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](mailto: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 Europe Ltd) 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.amtrusteurope.com](http://www.amtrusteurope.com)

### 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.amtrusteurope.com](http://www.amtrusteurope.com)).





## AmTrust Europe Limited

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Company Registered Number: 1229676

AmTrust Europe Limited registered in England and Wales. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm's reference number 202189.

Member of the Association of British Insurers.

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An AmTrust Financial Company