



# MODUS ESSENTIAL LANDLORD INSURANCE POLICY BOOKLET



## Dear Policyholder

Thank you for choosing Modus as **Your** Insurer. This **Policy** booklet provides all the details **You** need to know about **Your** Landlord's insurance **Policy**. Insurance does not cover **Your Property** against everything that can happen so please read **Your Policy** carefully alongside **Your Schedule** to make sure **You** understand what it covers and the limits that apply.

## How to make a claim

When **You** first become aware **You** may need to make a claim under Sections 1 to 4 of the **Policy** please telephone **0345 060 0014** with **Your Policy** number and crime reference number (if relevant). See General Conditions for further details.

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## Summary of your cover limits

The following is a summary of the main **Policy** limits. **You** should read the rest of this **Policy** for the full terms and conditions.

Section	Limit
<b>Buildings (if selected)</b>	As per Your Schedule
Underground pipes and cables	Included
Alternative accommodation or loss of rent	up to 20% of Building Sum Insured
Trace and access	£25,000
Selling your property (contracting purchasers interest)	Included
Damage by emergency services	£25,000
Architects, surveyors and legal fees	Included
Capital additions	20% of Buildings Sum Insured / £2,000,000
Removal of debris	Included
Metered water, electricity, gas and oil costs following damage	£25,000
Unauthorised use of electricity, gas or water	£10,000
Fly tipping clearing costs	£5,000
Bees, wasp or hornet nest removal	£1,000
Removal of tenant debris following damage	£25,000
Replacement locks	£2,500
<b>Contents (if selected)</b>	As per Your Schedule
Temporary removal for cleaning or repair	£25,000
Replacement locks	£2,500
Alternative accommodation or loss of rent	up to 20% of Contents Sum Insured
Removal of tenant debris following damage	£25,000
<b>Rent Receivable (Only applies when Buildings is selected)</b>	As per Your Schedule
Ground rent	10% of Building Sum Insured
Accountant charges	£10,000
Automatic rent review	Included
<b>Property Owners Liability</b>	As per Your Schedule
Defective Premises Act 1972	Included
Health and Safety at Work etc. Act 1974	Included
Data Protection Act 2018	Included
Corporate Manslaughter and Corporate Homicide Act 2007	Included
<b>Identity Fraud</b>	As per Your Schedule

## Important Information

### Policy Wording Document

This **Policy** booklet is part of **Your** insurance contract, along with **Your Schedule** and Statement of Fact documents. Please read **Your Schedule** and any **Endorsements** attaching to it, Statement of Fact and this **Policy** booklet carefully to make sure **You** know exactly what **Your** insurance covers.

**Your** insurance relates only to those sections of **Your Policy** which are shown on **Your Schedule** with a sum insured or limit applying to that section.

**You** must comply with the terms of this **Policy**. Failure to comply with the terms of this **Policy** may result in **Your** claim being refused or reduced where that claim has been affected by **Your** failure to comply.

This **Policy** is provided by Modus Underwriting Limited trading as Modus, an Appointed Representative of CFC Underwriting Limited, acting as agent on behalf of JRP Insurance Management Ltd t/a JRP Underwriting on behalf of Great Lakes Insurance SE - UK Branch.

### Defined terms

Wherever words appear in bold with a capital letter in this **Policy** booklet they will have the meanings described in the definitions Section.

### Understanding this policy

This **Policy** booklet must be read by **You** in its entirety as conditions, exclusions and other limitations apply.

The **Policy** is made up of different classes of insurance, which are set out in separate sections of this **Policy** with specific terms applying to each section separately in addition to general terms applying to all the sections. The cover **You** have selected under this **Policy** is shown in the **Schedule**.

**You** must ensure that the cover **You** have purchased under this **Policy** is adequate for **Your** needs. **We** have not given **You** a personal recommendation as to whether this **Policy** is suitable for **Your** needs.

If **You** think there is a mistake in or a change needs to be made to this **Policy**, then **You** must immediately notify **Your** insurance broker.

### Choice of law and jurisdiction

Under European law, **You** and **We** may choose which law will apply to this contract. English law will apply unless both parties agree otherwise.

### Cyber Support Helpline

**You** can call the helpline to talk about any problems you're having with **Your** personal electronics that **You** think are related to a **Cyber attack**.

To access the Cyber Support Helpline please call **0333 234 2678** and quote 'Modus Insurance'.

**For our joint protection telephone calls may be recorded and/or monitored.**

## What to do if you have a complaint

**Our** aim is to provide all **Our** customers with a first-class standard of service. However, there may be occasions when **You** feel this objective has not been achieved. If **You** have a complaint about **Your** policy or the handling of a claim, the details below set out some of the key steps that **You** can take to address your concerns.

### Where do I start?

If **Your** complaint is about the way in which the **Policy** was sold to **You** or whether it meets **Your** requirements, **You** should contact the insurance broker who arranged the **Policy** for **You**.

If **Your** complaint is about a claim, **You** should refer the matter to the JRP Underwriting Claims Team at MPL Claims Management Ltd. Their contact details are provided below.

### If **Your** complaint is about a claim, please contact:

JRP Claims Team  
MPL Claims Management Ltd  
Temple Court  
13A Cathedral Road  
Cardiff  
CF11 9HA

Telephone: 0345 0600014

E-mail: [jrponline@mplclaims.com](mailto:jrponline@mplclaims.com)

If **Your** complaint is about anything else, **You** should refer it to JRP' Underwriting, whose contact details are:

Complaints Manager  
JRP Underwriting  
Suite 828, Gallery 8  
Lloyd's Building  
One Lime Street  
London, EC3M 7DQ

Telephone: 020 3326 2030

E-mail: [david.ezzard@jrpunderwriting.co.uk](mailto:david.ezzard@jrpunderwriting.co.uk)

Alternatively, **You** can ask **Your** broker to refer the matter on for **You**.

Please quote **Your Policy** number in all correspondence so that **Your** concerns may be dealt with speedily.

### What happens next?

If MPL or JRP Underwriting are not able to resolve **Your** complaint satisfactorily by close of business of the third business day following, they will refer **Your** complaint to the Complaints Manger ERGO UK Specialty Limited, who will send **You** an acknowledgement letter.

If **You** don't receive any acknowledgement letter, or at any time if **You** wish to do so, **You** may contact the Head of Compliance yourself by writing to:

Complaints Manager  
ERGO UK Specialty Limited  
Munich Re Group Offices  
Plantation Place  
30 Fenchurch Street  
London  
EC3M 3AJ

Telephone: 020 3003 7130

E-mail: [complaints@ergo-specialty.co.uk](mailto:complaints@ergo-specialty.co.uk)

The Head of Compliance will investigate **Your** complaint and will provide **You** with a written response within eight weeks of **Your** initial complaint. This will either be a final response or a letter informing **You** that we need more time for our investigation.

#### **If You remain unhappy**

If **We** have not resolved **Your** complaint at the end of eight weeks, or if after receiving **Our** final response **You** remain dissatisfied, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (contact details below). **You** will have six months from the date of the final response to make this referral.

**Your** rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9GE

Telephone: 0800 0234 567

Further information is available from them and **You** may refer a complaint to them online at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Ombudsman will review complaints from eligible complainants. An eligible complainant is defined as:

1. a private individual; or
2. a business, which has a group annual turnover of less than £6.5m and fewer than 50 staff at the time the complainant refers the complaint to the respondent or an annual balance sheet total of less than £5m at the time the complainant refers the complaint to the respondent; or
3. a charity which has an annual income of less than £1m at the time the complainant refers the complaint to the respondent; or
4. a trustee of a trust which has a net asset value of less than £5m at the time the complainant refers the complaint to the respondent.

**Your** rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above.

## General Information

### Details about our regulator

This **Policy** is arranged and administered by Modus Underwriting Limited on behalf of JRP Insurance Management Ltd t/a JRP Underwriting on behalf of Great Lakes Insurance SE – UK Branch.

### Authorisation and Regulation

Great Lakes Insurance SE – UK Branch is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466. UK Branch registered in England and Wales, Registration No. BR016401. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

Great Lakes Insurance SE – UK Branch is authorised by and subject to regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Us on request.

Great Lakes Insurance SE – UK Branch is part of the Munich Re Group, one of the leading reinsurers and risk carriers worldwide.

### Financial Services Compensation Scheme

Great Lakes Insurance SE – UK Branch is covered by the FSCS. This means that **You** may be entitled to compensation from the scheme in the unlikely event that Great Lakes Insurance SE – UK Branch cannot meet its obligations. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further information about the FSCS is available from the FSCS at the address immediately below or on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

Financial Services Compensation Scheme

Address: 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

### Meeting your needs

**We** have not given **You** a personal recommendation as to whether this **Policy** is suitable for **Your** needs.

### Information and changes we need to know about.

**You** must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, or renew **Your Policy**.

Please tell **Your** insurance broker immediately if there are any changes to the information set out in **Your** Statement of Fact or on **Your Schedule**. **You** must also tell **Us** about the following if they represent a change or a fact **You** have not already told **Us** about:

- the address of the **Premises**
- any change or addition to the **Buildings** or **Contents** of the **Premises** to be insured that results in the need to increase the amounts or the limits that are shown on **Your Schedule**
- if any work is being done to the **Premises**, other than routine maintenance or decoration
  - a. workmen are allowed on the **Premises** for the purpose of routine maintenance, decoration and minor alterations from time to time without prejudice to this insurance.
- if **You** are prosecuted for or convicted of any offence (excluding motoring offences)
- if the **Your Premises** is to be **Unoccupied** for any continuous period exceeding 60 days
- if the occupancy or **Resident** type changes

Note: the list above does not set out all changes **You** must tell **Us** about. If **You** are not sure whether a change may affect **Your** cover, please contact **Your** insurance broker immediately.

When **We** are notified of a change, **We** will tell **Your** insurance broker if this affects **Your Policy**, for example whether **We** are able to accept the change and, if so, whether the change will result in revised terms and/or premium being applied to **Your Policy**.

If the information provided by **You** is not complete and accurate:

- **We** may cancel **Your Policy** and refuse to pay any claim
- **We** may not pay any claim in full
- **We** may revise the premium and/or change any **Excess**, or
- the extent of the cover **We** provide may be affected.

## Data Protection

It is understood by **You** that any information that is provided to **Us** about **You** will be processed by **Us** for the purposes of providing insurance and handling any claims which may necessitate providing such information to third parties. **We** will ensure that **Your** data is protected at all times and handled in accordance with the provisions of the General Data Protection Regulation (GDPR).

In order to prevent and detect fraud **We** may at any time:

- share information about **You** with other organisations and public bodies including the police, or
- check and/or file **Your** details with fraud prevention agencies and databases and if **You** provide **Us** with false or inaccurate information and **We** suspect fraud **We** will record this. **We** and other organisations may also search these agencies and databases to:
  - help make decisions about the provision and administration of insurance, credit and credit related services for **You** and members of **Your** household
  - trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** insurance policies
  - check **Your** identity to prevent financial crime, unless **You** furnish **Us** with satisfactory proof of identity, or
  - undertake credit searches and additional fraud searches.

On request, **We** can supply further details of the databases **We** access or contribute to.

Our privacy policy can be reviewed at <http://www.modusunderwriting.com/privacy-cookie-policy.html>

## Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this insurance has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this insurance. This shall not affect any right or remedy of a third party which exists or is available apart from this Act.

## How to make a claim

When **You** first become aware **You** may need to make a claim under Sections 1 to 4 of the **Policy** please contact us with **Your Policy** number and crime reference number (if relevant).

JRP Claims Team  
 MPL Claims Management Limited  
 Temple Court  
 13a Cathedral Road  
 Cardiff  
 CF11 9HA  
 Telephone: **+44 (0) 345 060 0014**  
 E-mail: [jronline@mplclaims.com](mailto:jronline@mplclaims.com)

To make a claim under Section 5 of **Your** insurance **Policy** please contact ARC Insurance.

**You** should telephone **0344 770 1044** and quote "**Modus Property Owners**". Claims must be notified to the Claims Line within 45 days of the **Insured Event**.

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

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



## Definitions

The following definitions apply to Sections 1 to 4 of this Policy:

If any of the following words appear as bold and with a capital letter in the Policy booklet, Your Schedule and Statement of Fact documents, it will have the same meaning wherever it is used. However, other sections of this policy have their own definitions. If the meaning of a word or phrase is defined below and the same word or phrase is defined differently under a specific section, the definition provided under a specific section applies to that section only.

### 1. Accidental Damage

Sudden and unintentional physical **Damage** that occurs unexpectedly.

### 2. Additional Expenditure

The additional expenditure that is necessarily and reasonably incurred with **Our** consent.

### 3. Bodily Injury

Bodily injury including death or disease.

### 4. Buildings

The structure of the **Premises** including fixtures and fittings, swimming pools, tennis courts, walls, gates, fences, patios, terraces, paths, drives, yards, car parks, car ports, roads, pavements, service tanks and central heating fuel storage tanks and associated underground pipes and cables belonging to **You** or for which **You** are responsible.

### 5. Business

**Your** activities as owner of the **Premises** as specified in **Your Schedule**.

### 6. Common Parts

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

### 7. Condition Precedent

A condition which must be complied with before **We** are liable to pay for a claim.

### 8. Contents

- Fixtures and fittings, floor coverings, furniture, furnishings, utensils and domestic appliances belonging to **You** or for which **You** are responsible as owner of the **Premises**;
- **Contents** in the **Common Parts** of the **Premises** to which all **Residents** have access.

#### We will not pay for:

- a) jewellery, watches, furs, items or sets or collections of gold, silver or other precious metals
- b) curios, works of art, antiques, sculptures or rare books where the value of any one article exceeds £5,000 or
- c) stock and materials in trade

### 9. Damage

Accidental loss, destruction or damage.

### 10. Employee

Any person who is working for **You** in connection with the **Business** who is:

- a) borrowed by or hired by **You**
- b) under a contract of service or apprenticeship with **You**
- c) a labour master or supplied by a labour master
- d) employed by labour only sub-contractors
- e) self employed
- f) under a work experience or training scheme
- g) a voluntary helper while working under **Your** control in connection with the **Business**, or
- h) an outworker or homeworker when engaged in work on **Your** behalf.

### 11. Endorsement

A written change to the terms of **Your Policy** shown on **Your Schedule**.

### 12. Excess

The amount **You** must pay towards each and every claim as shown on **Your Schedule**.

**13. Glass**

All fixed glass external and internal glass (including shelves showcases and mirrors) forming part of the structure of the **Premises**.

**14. Heave**

Expansion or swelling of the land beneath the **Buildings** resulting in upward movement.

**15. Indemnity Limit**

The maximum amount shown on **Your Schedule** which **We** will pay in respect of any one event or a series of events attributable to one original cause. In respect of **Pollution or Contamination** the **Indemnity Limit** will apply to the total of all events happening in any one **Period of Insurance**.

**16. Indemnity Period**

The period beginning with the occurrence of the **Damage** and ending not later than the number of months stated on **Your Schedule** during which the **Rent Receivable** is affected as a direct result of the **Damage**.

**17. Index Linking**

Whenever a **Sum Insured** is declared to be subject to index linking it is adjusted at annual intervals in line with the suitable indices of costs.

**18. Landslip**

Downward movement of sloping ground.

**19. Money**

Current coin, bank and currency notes, cheques, money orders, postal orders, postage stamps (that are not part of a collection), savings stamps and savings certificates, share certificates, premium bonds, luncheon vouchers, traveller's cheques, travel tickets, phone cards, gift tokens and VAT invoices belonging to **You**.

**20. Period of Insurance**

The period shown on **Your Schedule** for which **Your Policy** covers **You** provided **You** pay the premium on time.

**21. Policy**

**Your Policy** including the Sections, the Statement of Fact and **Your Schedule**, all of which should be read together as one contract.

**22. Pollution or Contamination**

- a) pollution or contamination of **Buildings** or other structures or of water or land or the atmosphere, and
- b) all loss, **Damage to Property** and **Bodily Injury** directly or indirectly caused by such pollution or contamination.

**23. Premises**

The address or addresses specified on **Your Schedule** belonging to **You** or for which **You** are legally responsible. Unless otherwise specified in **Your Statement of Fact** the **Premises** are:

- a) built of brick, stone or concrete, and
- b) roofed with slate, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients (with the exception of domestic garden sheds).

**24. Property**

**Buildings** applicable to Section 1 and/or **Contents** applicable to Section 2. **Your Schedule** will show which section(s) of cover are included.

**25. Rent Receivable**

The **Money** including ground rent and service charges paid or payable to **You** from the letting of the **Premises** specified in **Your Schedule**.

**26. Resident**

The owner, tenant or lessee of any **Buildings** including any family members who permanently resides with them.

**27. Sanitary Fittings**

Washbasins and pedestals, bathroom and kitchen sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

**28. Schedule**

**Your schedule** forms a part of **Your Policy** and contains details of the **Premises**, the **Sums Insured**, the **Period of Insurance** and the Sections of this insurance which apply.

**29. Settlement**

Downward movement of the land beneath the **Buildings** as a result of compaction due to the weight of the **Buildings**.

**30. Storm**

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

**31. Subsidence**

Downward movement of the land beneath the **Buildings** that is not as a result of **Settlement**.

**32. Sum Insured**

The amount shown on **Your Schedule** as the maximum amount **We** will pay for claims resulting from one incident unless otherwise stated in this **Policy** booklet or **Your Schedule**.

**33. Territorial Limits**

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

**34. Terrorism**

Any person or people whether acting alone or in connection with any organisation or government, using biological, chemical or nuclear force or contamination, whether or not committed for political, religious, ideological or similar purposes, including intending to influence any government or to put members of the public in fear.

**35. Unoccupied**

A **Premises** becomes **Unoccupied** if it:

- a) has not been lived in for more than 60 consecutive days, or
- b) is not furnished for full habitation.

**36. We, Us, Our**

The insurer whose identity is stated on **Your Schedule**.

**37. You, Your**

The person(s) named on **Your Schedule**.

## General Exclusions

In addition to the general exclusions set out immediately below, exclusions specific to each section or parts of this policy also apply and these can be found within the relevant sections of this policy.

**This Policy does not cover:**

### 1. Radioactive contamination

Any expense, legal liability, or any loss of or **Damage to Property** directly or indirectly caused by, arising from or contributed to by:

- a) ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste from burning nuclear fuel, or
- b) the radioactive, toxic, explosive or other dangerous properties, of any explosive nuclear equipment or nuclear part of that equipment.

### 2. War

- a) any claims caused by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power; or
- b) confiscation, nationalisation, requisition or **Damage to any Property** by or under the order of any government or public or local authority.

### 3. Sonic bangs

Loss or **Damage** caused by aircraft or other flying objects travelling at or above the speed of sound.

### 4. Existing Damage

Any loss or **Damage** that happened before the start of the **Period of Insurance**.

### 5. Pollution or contamination

Any expense, legal liability, or any loss of or **Damage to Property** directly or indirectly caused by **Pollution or Contamination**, unless caused by oil leaking from any fixed heating installation at **Your Premises** or from any domestic appliance at **Your Premises** during the **Period of Insurance**.

### 6. Failure of computers and electrical equipment

**Damage** or loss directly or indirectly due to any computer or other electrical equipment or component failing to correctly recognise any date as its true calendar date or computer viruses or similar mechanism or hacking.

### 7. Terrorism

Any expense, legal liability, or any loss of or **Damage to Property** directly or indirectly caused by **Terrorism**.

### 8. Deliberate loss or Damage

Any loss or **Damage** caused, or allowed to be caused, deliberately, willfully, maliciously, illegally or unlawfully by **You** or any guest or tenant, or anyone lawfully in **Your Premises**.

### 9. Uninsurable risks

- a) any loss caused by or arising from a reduction in value
- b) The cost of repairing or replacing any item which has suffered mechanical or electrical faults or breakdowns or which has suffered natural and inevitable failure and stopped working without **Damage** being evident
- c) Any **Damage** by wear and tear or any other gradually operating cause
- d) **Damage** which has occurred as a result of natural and inevitable events, and
- e) Any reduction in the market value of **Your Premises** caused by rebuilding or repairing **Damage to Your Buildings**.

### 10. Loss or Damage by contractors

Any loss or **Damage** or liability arising out of the activities of contractors.

### 11. Property more specifically insured

- a) Any loss or **Damage to Property** more specifically insured by **You** or on **Your** behalf
- b) Any loss or **Damage to Property** which **You** are able to recover from another source.

### 12. The Excess stated on Your Schedule.

**13. Uninsured Property**

Any loss or **Damage** or legal liability arising from:

- a) Jewellery, watches, precious stones, precious metals, bullion or furs
- b) **Property** in transit
- c) Vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- d) **Property** or structures in the course of construction or erection and materials or supplies in connection with all such **Property** in course of construction or erection
- e) Land, piers, jetties, bridges, culverts or excavations, and
- f) Livestock, growing crops or trees.

**14. Damage to Property** caused by:

- a) Inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials, and
- b) Faulty or defective workmanship, operational error or omission, on the part of **You** or any of **Your Employees**, but this will not exclude subsequent **Damage** which results from a cause that is not otherwise excluded by **Your Policy**.

**15. Damage** caused by:

- a) Building alterations, renovations, extensions or repairs
- b) Corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, chewing, vermin or insects
- c) Tearing, scratching, chewing or fouling by any pet or domesticated animal
- d) The action of cleaning, dyeing, renovating, altering, re-styling, repairing or restoring an item
- e) Change in temperature, colour, flavour, texture or finish, action of light
- f) Acts of fraud or dishonesty
- g) Disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- h) Destruction of a building or structure, caused by its own collapse or cracking
- i) Electrical or magnetic injury, disturbance or erasure of electronic records
- j) Delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority, and
- k) Joint leakage, failure of welds, cracking, fracturing, collapse or overheating, of boilers, economisers, superheaters, pressure vessels, or any range of steam and feed piping in connection therewith.

## General Conditions

The following conditions apply to Your Policy.

In addition to the general conditions set out immediately below, conditions specific to each section also apply and these can be found within the relevant sections of this Policy.

You must comply with the terms of this Policy. Failure to comply with the terms of this Policy may affect Your right to recover a claim or claims under this Policy.

### 1. Policy terms and conditions

You must keep to the **Policy** terms, conditions and **Endorsements** contained in this **Policy** booklet and **Your Schedule**. If **You** do not do so **You** may invalidate **Your Policy** in whole or in part or reduce any claim payment made by **Us**.

### 2. Preventing loss

**You** must take all reasonable care to prevent loss, injury, liability, **Damage** or accidents and to maintain all **Property** covered under **Your Policy** in good condition.

### 3. Fraud

**You** must be honest and truthful in **Your** dealings with **Us** at all times. If **You**, any person insured under **Your Policy** or anyone acting on **Your** behalf attempts to deceive **Us** or knowingly makes a false claim, **We** have the right to cancel **Your Policy**, refuse to pay claims and retain any premium paid. **We** may recover from **You** any costs **We** have incurred, including the costs of investigating the claim. **We** will not pay a claim which is in any way fraudulent, false or exaggerated. **We** will also not deal with any claim following **Our** discovery of this behaviour regardless of when the claim occurred. In addition, **We** have the right to cancel any other products **You** hold with **Us** and share details of this behaviour with other organisations to prevent further fraud. **We** may also involve the relevant authorities who are empowered to bring criminal proceedings.

### 4. People involved in this contract

Unless otherwise provided for in **Your Policy**, nothing in this **Policy** is intended to confer a directly enforceable benefit on any other party under the Contracts (Rights of Third Parties) Act 1999.

### 5. Cancellation by Us

**We** have the right to cancel **Your Policy** at any time by giving **You** 14 days notice in writing where there is a valid reason for doing so. **We** will send **Our** cancellation letter to the latest address **We** have for **You**. Valid reasons may include but are not limited to:

- a) where **You** are required, in accordance with the terms of **Your Policy**, to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that substantially affects **Our** ability to process **Your** claim, or deal with **Your Policy**
- b) where there are changes to **Your** circumstances which mean **You** no longer meet **Our** criteria for providing insurance cover, or
- c) where **You** have used threatening or abusive behaviour or language or **You** have intimidated or bullied **Our** staff or suppliers.

If **We** cancel **Your Policy** **We** will return the premium paid less the amount for the period the **Policy** has been in force.

### 6. Cancellation by You

**You** may cancel **Your Policy** at any time by contacting **Your** insurance broker as shown on **Your Schedule**.

If **You** cancel **Your Policy** before it is due to start, **We** will return any premium paid in full.

If **You** cancel within 14 days of **Your Policy** starting or within 14 days of **You** receiving **Your** documents (whichever is the later) **We** will return any premium paid in full. If **You** cancel after the 14 day period of **Your Policy** starting or more than 14 days of **You** receiving **Your** documents (whichever is the later) **We** will return any premium paid as shown in **Your Schedule** less a pro-rata amount for the period **Your Policy** has been in force, unless

- a) Where a claim has occurred in the current **Period of Insurance** no premium will be returned to you
- b) Where **Your Policy** is issued on a short-term basis, of less than one calendar year, no premium will be returned to you
- c) Where **Your Policy** is issued on an annual basis and is cancelled within the first year, **We** will retain 50% of the pro-rata return premium due.

At each renewal if **You** cancel before the new **Period of Insurance** is due to start, **We** will return any premium paid in full for the new Period of Insurance.

If the new **Period of Insurance** has started and **You** cancel within 14 days of **Your Policy** starting or within 14 days of receiving **Your** renewal documents (whichever is the later) **We** will return any renewal premium paid in full.

**7. Interest Clause**

The interests of third parties which **You** are required to include on **Your Policy** under the terms of any mortgage, **Property** lease, or hiring, leasing or hire purchase agreement are automatically noted subject to **You** advising **Us** as soon as possible.

**8. Changes that may affect Your cover**

**You** must tell **Us** as soon as possible if there are any changes that may affect the level and/or cover of **Your Policy**, including:

- a) the address of the **Premises**
- b) any change or addition to the **Buildings** or **Contents** of the **Premises** to be insured that results in the need to increase the amounts or the limits that are shown on **Your Schedule**
- c) if any work is being done to the **Premises**, other than routine maintenance or decoration
  - i. workmen are allowed on the **Premises** for the purpose of routine maintenance, decoration and minor alterations from time to time without prejudice to this insurance.
- d) if **You** are prosecuted for or convicted of any offence (excluding motoring offences)
- e) if the **Your Premises** is to be **Unoccupied** for any continuous period exceeding 60 days
- f) if the occupancy or **Resident** type changes
- g) if an eviction notice has been issued to evict tenants at the **Premises**

**We** may then reassess **Your** cover and/or premium. Failure to provide correct information or inform **Us** of any changes could adversely affect **Your Policy**, including invalidating **Your Policy** or claims being rejected or not fully paid.

Note: the list above does not set out all changes **You** must tell **Us** about. If **You** are not sure whether a change may affect **Your** cover, please contact **Your** insurance broker immediately.

## Claims Conditions

The following conditions apply to Your Policy.

In addition to the General conditions section of this Policy, conditions specific to Claims are set out immediately below. Conditions specific to each section also apply and these can be found within the relevant sections of this Policy.

You must comply with the terms of this Policy. Failure to comply with the terms of this Policy may affect Your right to recover a claim or claims under this Policy.

When You first become aware You may need to make a claim under Sections 1 to 4 of the Policy please telephone 0345 060 0014 with Your Policy number and crime reference number (if relevant).

### 1. Claims - Action required by You

You shall in the event of any Injury, **Damage** or loss of rent as a result of which a claim is or may be made under this **Policy** or any Section of it, and again upon receipt by **You** in writing of any notice of any claims or legal proceeding:

- a) Notify **Us** within 30 days (or 7 days in the case of Injury, **Damage** or loss of rent, by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft) or such further time as **We** may allow;
- b) Notify **Us** immediately upon being advised of any prosecution, inquest or enquiry connected with any Injury, **Damage** or loss of rent which may form the subject of a claim under this **Policy**;
- c) Notify the Police as soon as it becomes evident that any **Damage** has been caused by theft or malicious persons;
- d) Pass immediately, and unacknowledged, any letter of claim to **Us**;
- e) Carry out and permit to be taken any action which may be reasonably practicable to prevent further Injury, **Damage** or loss of rent;
- f) Retain unaltered and un-repaired anything in any way connected with the Injury, **Damage** or loss of rent for as long as **We** may reasonably require;
- g) Furnish with all reasonable despatch at **Your** expense;
  1. Such further particulars and information as **We** may reasonably require;
  2. If required, a statutory declaration of the truth of the claim;
  3. Details of any other insurance covering the subject matter of the claim under this **Policy** and any matters connected with it;
- h) Make available at **Your** expense any documents required by **Us** with regard to any letter of claim;
- i) Not pay or offer or agree to pay any money or make any admission of liability without **Our** previous consent;
- j) Allow **Us** in **Your** name and on **Your** behalf to take over and, during such periods as **We** think proper, to have control of all negotiations and proceedings which may arise in respect of any claims and the settlement thereof and co-operate fully with **Us** for that purpose.

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



## 2. Claims – Our Rights

In respect of Injury, **Damage** or loss of rent for which a claim is made, **We** and any person authorised by **Us** may without incurring any liability or diminishing any of **Your** rights in respect of the cover under this **Policy**, enter **Premises** where such Injury, **Damage** or loss of rent has occurred, and take possession of or require to be delivered to **Us** any **Property**, and to deal with such **Property** for all reasonable purpose and in any reasonable manner.

No **Property** may be abandoned to **Us**, whether taken possession of by **Us** or not.

## 3. Other insurances

**We** will not pay any claim which **You** are able to recover from another source or which is more specifically insured under any other insurance policy unless the cover provided by that policy has been exhausted.

## 4. Fraud

If **You** or anyone acting for **You**:

- a) knowingly makes a fraudulent or exaggerated claim under **Your Policy**; and/or
- b) knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); and/or
- c) knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine);

**We** will:

- i. have no liability to pay the fraudulent claim; and/or
- ii. be entitled to recover any payments which have been made in respect of the fraud; and/or
- iii. be entitled to treat the **Policy** as cancelled with effect from the time of the fraudulent act (not the discovery of it) and retain the insurance premium; and/or
- iv. be entitled to refuse all claims arising after the date of the fraud.

**We** may also inform the police of the circumstances.

## 5. Arbitration

If any differences arise as to the amount to be paid under **Your Policy** (liability being otherwise admitted) such difference will be referred to an arbitrator in England who will decide the matter in dispute according to English law and will be appointed by the parties in accordance with the relevant English statutory provisions for the time being in force. Where any difference is to be referred to arbitration under this Condition the making of an Award will be a **Condition Precedent** of any right of action against **Us**.

## 6. Excesses

If **We** accept a claim under more than one Section of **Your Policy** as a result of the occurrence of a single event then only one **Excess** will apply in respect of that claim and this shall be the highest.

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

## Section 1 - Buildings

This section only applies when shown with a Sum Insured or Indemnity Limit applying on Your Schedule:

### Cover

The maximum amount **We** will pay in respect of any one claim is the **Sum Insured** shown on **Your Schedule** unless otherwise specified.

**We** will pay for **Damage** to any **Buildings** at the **Premises** occurring during the **Period of Insurance** and caused by:

1. fire or lightning
2. explosion
3. aircraft or other aerial devices, or articles dropped from them
4. earthquake
5. riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation
6. malicious persons or vandals

**We will not pay for Damage:**

- a) to **Property** in the open unless otherwise agreed by **Us**
- b) to **Property** in any structure that cannot be locked, or
- c) that is caused by **Your Employees, Residents** or any other persons lawfully at **Your Premises**, unless specified by **Endorsement** on **Your Schedule**.

7. theft or attempted theft

**We will not pay for Damage:**

caused by **Your Employees, Residents** or any other persons lawfully in **Your Premises**, unless specified by **Endorsement** on **Your Schedule**.

8. storm or flood

**We will not pay for Damage:**

- a) that is caused by escape of water from any tank, apparatus or pipe
- b) that is caused by frost, **Subsidence**, ground **Heave** or **Landslip**
- c) that is attributable solely to change in the water table level, or
- d) to walls (not forming part of the main dwelling), fences, gates or moveable **Property** in the open or to open sided structures.

9. escape of water from any tank, apparatus or pipe or escape of oil from any oil-fired heating installation

**We will not pay for Damage:**

- a) that is caused by water discharged or leaking, from any automatic sprinkler installations, or
- b) from any portable oil-fired heating installation.
- c) that is caused by the failure, wear and tear or lack of grouting or sealant
- d) that is caused by freezing
- e) resulting in subsidence, heave or landslip

10. impact by:

- a) falling trees or branches
- b) the collapse or breakage of television or radio receiving aerials or satellite dishes, or
- c) any vehicles or animals.

**We will not pay for Damage:**

- a) caused by lopping, pruning or felling, or
- b) to fences or gates.

11. **Subsidence** or ground **Heave** of any part of the site on which the **Premises** stand and **Landslip** **We will not pay for Damage:**

- a) to yards, car parks, roads, pavements, swimming pools, walls, gates and fences, unless **Damage** is also affecting the main dwelling and **We** have accepted this as a valid claim
- b) caused by:
  - i. the normal bedding down or **Settlement** of new structures
  - ii. the **Settlement** or movement of made-up ground
  - iii. coastal or river erosion
  - iv. defective, design or workmanship or the use of defective materials, or
  - v. fire, subterranean fire, explosion, earthquake.
- c) which commenced prior to the Effective Date (as stated on **Your Schedule**)
- d) resulting from demolition, construction, structural alteration or repair of any **Property**, or
- e) resulting from groundworks or excavation at the same **Premises**.

12. accidental breakage of **Glass** and **Sanitary Fittings**, including built in ceramic hobs and ovens **We will not pay for:**

- a) any breakage resulting from corrosion, wear and tear and depreciation
- b) any scratching
- c) any breakage in transit or while being fitted, or
- d) any breakage caused by workmen carrying out alterations or repairs to the **Premises**
- e) swimming pools, hot tubs and saunas.

13. any other **Accidental Damage** **We will not pay for Damage:**

- a) to swimming pools, ornamental ponds and fountains, tennis courts, other hard courts, walls, gates, fences, patios, terraces, paths, drives, yards, car parks, car ports, roads, pavements, service tanks and central heating fuel storage tanks, or
- b) which is specifically excluded by **Your Policy** under any Section.

**Extensions****1. Underground services**

- We** will pay for **Accidental Damage** for which **You** are responsible to underground pipes, cables, drains (and their relevant inspection covers), supplying services to and carrying waste from the **Premises** to the point of junction with the public supply lines, mains and sewers.

**2. European Union and public authorities**

- We** will pay the additional and necessary cost of the reinstatement of any **Damage** to the **Property** incurred solely to comply with European Union legislation, regulations under Acts of Parliament or local authority by-laws, provided that:
  - a) **You** received notice to comply after the **Damage** occurred
  - b) the reinstatement is completed within 12 months of the date of the **Damage** occurring or within any further time as **We** may allow, or
  - c) the total amount payable under this Extension will not exceed:
    - i) the **Sum Insured** stated on **Your Schedule**, or
    - ii) for the portions of the **Property** that are not subject to **Damage**, 15% of the total amount for which **We** would have been liable had the **Property** been wholly destroyed in total for all claims or series of claims, arising out of any one original cause.

**3. Fees and clearance costs**

- We** will pay:
  - a) reasonable costs incurred with our consent for chartered architects, surveyors or any other suitably qualified consultant and any associated legal fees which are necessary for **Us** to rebuild **Your Premises**, or
  - b) the reasonable costs of clearing the site and making it and the **Buildings** safe after **Damage** covered under this Section, including clearing and repairing drains, gutters and sewers.

 **We will not pay:**

- a) if **You** have been told about the requirement before the **Damage** happened, or
- b) for fees for preparing any claim under **Your Policy**.

#### 4. Capital additions

- We** will pay for **Damage** to:
- any newly acquired and/or newly erected **Buildings** or **Buildings** in course of erection, or
  - alterations, additions and improvements to **Buildings** anywhere within the **Territorial Limits** following **Damage** insured by this Section.

provided that **You** provide **Us** with full details of the extension as soon as possible and **You** pay any additional premium required by **Us**.

The maximum amount **We** will pay is 20% of the **Buildings Sum Insured** or £2,000,000, whichever is the lesser, at any one location.

- We will not pay for:**
- any **Property** for which a building contractor is responsible
  - any appreciation in value to the **Buildings**.

#### 5. Removal of debris

- We** will pay costs and expenses necessarily incurred by **You** for:
- removing debris from the site of the **Premises** and the area immediately adjacent
  - dismantling and/or demolishing, or
  - shoring up or propping of the portion or portions of the **Property**
- following **Damage** insured by this Section.

- We will not pay for:**  
any costs or expenses arising from **Pollution or Contamination of Property** not insured by this Section.

#### 6. Damage by emergency services

- We** will pay the cost of restoring any **Damage** caused to gardens by the emergency services in attending the **Premises** following **Damage** insured under this Section.

The maximum amount **We** will pay is £25,000 for any one claim.

#### 7. Cover between exchange and completion when selling the Premises

- If **You** are selling the **Premises**, the buyer will be covered under Section 1 up to and including the date the sale completes.

- We will not pay for:**
- if the **Premises** is insured under any other policy
  - Damage** after the sale has been completed, or
  - more than the **Sum Insured** shown on **Your Schedule**.

#### 8. Trace and access

- In the event of **Damage** insured by this Section **We** will pay costs and expenses necessarily and reasonably incurred in locating the source of the **Damage** to effect repairs and the costs of making good.

The maximum amount **We** will pay is £25,000 for any one claim.

#### 9. Metered water, electricity, gas and heating oil

- We** will pay the cost of metered water, electricity, gas and heating oil providing service to the **Premises** being accidentally discharged following **Damage** insured under this Section.

The maximum amount **We** will pay is £25,000 in any one **Period of Insurance**.

Any claim for loss of metered water, electricity, gas and heating oil may be made under Section 1 or Section 2 of **Your Policy**, if in force, but not under both.

#### 10. Unauthorised use of electricity gas or water

- We** will pay the cost of metered electricity, gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession or occupying **Your Premises** without **Your** consent, provided that **You** take all practical steps to terminate such unauthorised use immediately **You** become aware of it.

The maximum amount **We** will pay is £10,000 in any one **Period of Insurance**.

**11. Alternative accommodation or loss of rent costs**

- We** will pay the costs reasonably and necessarily incurred with **Our** consent in respect of comparable alternative accommodation or loss of rent costs whilst the **Premises** cannot be lived in following **Damage** insured by this Section.

The maximum amount **We** will pay is 20% of the **Building Sum Insured** for any one claim arising from any one single event.

**We will not pay for:**

- a) **Damage** that continues for more than 24 months after the occurrence of the **Damage** or when the **Premises** is suitable to be lived in, whichever is the earliest.
- b) Alternative accommodation or loss of rent costs under more than one section of **Your Policy**

**12. Fly tipping**

- We** will pay the costs reasonably and necessarily incurred with **Our** consent in respect of the clearing and removing any **Property** illegally deposited in or around the **Premises**.

The maximum amount **We** will pay is £5,000 for any one claim.

**13. Removal of nests**

- We** will pay the costs reasonably and necessarily incurred with **Our** consent in respect of removing bees, wasps and hornets nests from the **Premises**.

The maximum amount **We** will pay is £1,000 for any one claim.

**14. Removal of tenants' debris**

- We** will pay the costs necessarily and reasonably incurred by **You** with **Our** consent, following **Damage** insured by this Section in respect of the removal of tenants' debris.

Any claim made under removal of tenants' debris may be made under Section 1 or Section 2 of **Your Policy**, if in force, but not under both.

The maximum amount **We** will pay is £25,000 for any one claim.

**We will not pay for**

- a) any costs or expenses incurred in removing debris except from the site of such **Property** sustaining **Damage** and the area immediately adjacent to such site
- b) any costs or expenses arising from Pollution or Contamination of **Property** not insured by this Section, or
- c) costs recoverable by **You**.

**15. Replacement locks**

- We** will pay the cost of replacement locks and keys on doors, windows, safes and strong rooms at the **Premises** following theft of keys for which **You** are responsible.

Any claim made under replacement locks may be made under Section 1 or Section 2 of **Your Policy**, if in force, but not under both.

The maximum amount **We** will pay is £2,500 for any one **Period of Insurance**.

**16. Illegal Activities at the Premises**

- We** will pay the costs incurred by **You** as a result of loss or damage to the **Buildings** for the purpose of cultivating drugs caused by **Your** tenant.

The maximum amount **We** will pay is £5,000 for any one claim.

**Conditions**

The following Conditions apply to this Section.

**1. Index linking**

The **Sum Insured** for **Buildings** is subject to **Index Linking**.

**2. Limit of indemnity**

The maximum amount payable in respect of any item insured under this Section is the **Sum Insured** stated on **Your Schedule** including **Index Linking**.

### 3. Basis of claims settlement

Unless otherwise stated on **Your Schedule**, in the event of **Damage** the basis upon which **We** will calculate the amount **We** will pay for any claim under this Section will be on a reinstatement basis for **Property** subject to the following conditions:

- a) if **Property** is lost or destroyed, **We** will pay to rebuild or replace it with similar **Property** in a condition as good as, but not better than or more extensive than, its condition when new
- b) if **Property** is **Damaged**, **We** will pay to replace or repair the **Damaged** portion to a condition as good as, but not better or more extensive than, its condition when new
- c) the **Property** may be replaced at another site and in a manner suitable to **Your** needs, provided this does not increase **Our** liability for that claim
- d) all work must begin and be carried out as soon as possible, or
- e) if, at the time of rebuilding or replacement, 85% of what it would have cost to replace the whole of the **Property** under that item is greater than the **Sum Insured** at the time the **Damage** occurred, **You** will be liable to bear a proportionate share of the loss.

 **We will not pay:**

- a) for more than **We** would have done if the **Property** had been completely destroyed
- b) until **You** have incurred the cost of replacing or repairing the **Property**
- c) if **You**, or someone acting on **Your** behalf, have insured the **Property** under another policy which does not have a similar basis of reinstatement, or
- d) if **You** do not comply with any of the terms of this condition.

### 4. Fire extinguishing appliances

It is a **Condition Precedent** to **Our** liability that **You** will ensure that any fire extinguishing appliance kept at **Your Premises** are maintained in efficient working order.

### 5. Automatic reinstatement of Sum Insured

Unless there is written notice by **Us** to the contrary in the event of **Damage** under this Section **We** will automatically reinstate the **Sum Insured** provided that **You** undertake to pay the appropriate additional premium if required by **Us**.

### 6. Unoccupancy Condition

The following condition applies to **Your Policy**:

**We** will not pay for any **Damage** at the **Premises** that have been **Unoccupied** for more than 60 days in a row unless;

- a) the **Buildings** are inspected internally and externally at least once every 7 days by a responsible adult and a record of these inspections is kept
- b) for the period November to March inclusive either;
  - i) the water supply is turned off at the mains and all water tanks, pipes and apparatus are fully drained  
or
  - ii) thermostatically controlled fixed heating system is used to maintain a continuous minimum temperature of 58 degrees F (15 degrees C) at all times.

## Section 2 – Contents

This section only applies when shown with a Sum Insured or Indemnity Limit applying on Your Schedule:

### Cover

We will pay for **Damage** to the **Contents** insured at the **Premises** occurring during the **Period of Insurance** and caused by:

1. fire or lightning
2. explosion
3. aircraft or other aerial devices, or articles dropped from them
4. earthquake
5. riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation
6. malicious persons or vandals

We will not pay for **Damage**:

- a) to **Property** in the open unless otherwise agreed by **Us**
- b) to **Property** in any structure that cannot be locked, or
- c) that is caused by **Your Employees, Residents** or any other persons lawfully at **Your Premises**, unless specified by **Endorsement** on **Your Schedule**.

7. theft or attempted theft

We will not pay for **Damage**:

- a) to moveable **Property** in the open except garden furniture up to a maximum of £500 for any one claim
- b) exceeding £2,500 for **Property** in any outbuilding detached from the main **Building** or garage at the **Premises**, or
- c) caused by **Your Employees, Residents** or any other persons lawfully in **Your Premises**, unless specified by **Endorsement** on **Your Schedule**.

8. storm or flood

We will not pay for **Damage**:

- a) that is caused by escape of water from any tank, apparatus or pipe
- b) that is caused by frost, **Subsidence**, ground **Heave** or **Landslip**
- c) that is attributable solely to a change in the water table level, or
- d) to walls (not forming part of the main dwelling), fences, gates or moveable **Property** in the open or in open sided structures.

9. escape of water from any tank, apparatus or pipe or escape of oil from any oil-fired heating installation

We will not pay for **Damage**

- a) that is caused by water discharged or leaking, from any automatic sprinkler installations, or
- b) from any portable oil-fired heating installation.
- c) that is caused by the failure, wear and tear or lack of grouting or sealant
- d) that is caused by freezing
- e) resulting in subsidence, heave or landslip

10. impact by:

- a) falling trees or branches
- b) collapse or breakage of television or radio receiving aerials or satellite dishes, or
- c) any vehicles or animals.

We will not pay for **Damage**:

- a) caused by lopping, pruning or felling

### 11. **Subsidence** or ground **Heave** of any part of the site on which the **Premises** stand and **Landslip**

**We will not pay for Damage:**

- a) to yards, car parks, roads, pavements, swimming pools, walls, gates and fences, unless also affecting the main dwelling
- b) caused by or consisting of:
  - i. the normal bedding down or **Settlement** of new structures
  - ii. the **Settlement** or movement of made-up ground
  - iii. coastal or river erosion
  - iv. defective, design or workmanship or the use of defective materials, or
  - v. fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe.
- c) which commenced prior to the Effective Date (as stated on **Your Schedule**)
- d) resulting from demolition, construction, structural alteration or repair of any **Property**, or
- e) resulting from groundworks or excavation, at the same **Premises**.

### 12. any other **Accidental Damage**

**We will not pay for:**

- a) **Damage** to ornamental ponds and fountains, or
- b) **Damage** which is specifically excluded by **Your Policy** under any Section.

## Extensions

The insurance provided by this Section is extended to include the following:

### 1. **Temporary removal**

- We** will pay for **Damage** to **Contents** whilst temporarily removed from or in transit to or from the **Premises** for cleaning renovation repair or similar purposes but remaining in the **Territorial Limits** and the Republic of Ireland.

The maximum amount **We** will pay is £25,000.

**We will not pay for:**

**Property** more specifically insured.

### 2. **Replacement locks**

- We** will pay the cost of replacement locks and keys on doors, windows, safes and strong rooms at the **Premises** following theft of keys for which **You** are responsible.

Any claim made under replacement locks may be made under Section 1 or Section 2 of **Your Policy**, if in force, but not under both.

The maximum amount **We** will pay is £2,500 for any one **Period of Insurance**.

### 3. **Removal of debris of tenants' contents**

- We** will pay the costs necessarily and reasonably incurred by **You** with **Our** consent following **Damage** insured by this Section in respect of the removal of tenants' contents from the **Premises**.

Any claim for removal of tenants' debris may be made under Section 1 or Section 2 of **Your Policy**, if in force, but not under both.

The maximum amount **We** will pay is £25,000 any one claim.

**We will not pay for:**

- a) any costs or expenses incurred in removing debris except from the site of such **Property** sustaining **Damage** and the area immediately adjacent to such site
- b) any costs or expenses arising from Pollution or Contamination of **Property** not insured by this Section, or
- c) costs recoverable by **You**.

### 4. **Loss of metered water, electricity, gas and heating oil**

- We** will pay the cost of metered water, electricity, gas and heating oil providing service to the **Premises**, being accidentally discharged following **Damage** insured under this Section.

The maximum amount **We** will pay is £25,000 in any one **Period of Insurance**.

Any claim for loss of metered water, electricity, gas and heating oil may be made under Section 1 or Section 2 of **Your Policy**, if in force, but not under both.



## 5. Alternative accommodation or loss of rent costs

**We** will pay for costs reasonably and necessarily incurred with **Our** consent in respect of comparable alternative accommodation or loss of rent costs whilst the **Premises** cannot be lived in following **Damage** insured by this Section.

The maximum amount **We** will pay is 20% of the **Contents Sum Insured** for any one claim arising from any one single event.

**We will not pay for:**

- a) **Damage** that continues for more than 24 months after the occurrence of the **Damage** or when the **Premises** is suitable to be lived in, whichever is the earliest.
- b) Alternative accommodation or loss of rent costs under more than one section of **Your Policy**

## Conditions

The following Conditions apply to this Section.

### 1. Index Linking

The **Sum Insured** for **Contents** is subject to **Index Linking**.

### 2. Limit of indemnity

The maximum amount payable in respect of any item insured under this Section is the **Sum Insured** stated on **Your Schedule** including **Index Linking**.

### 3. Basis of claims settlement

Unless otherwise stated on **Your Schedule**, in the event of **Damage** the basis upon which **We** will calculate the amount **We** will pay for any claim under this Section will be on a reinstatement basis for **Property** being lost, destroyed or damaged, subject to the following conditions:

- a) if **Property** is lost or destroyed, **We** will pay to rebuild, repair or replace it with similar **Property** in a condition as good as, but not better than or more extensive than, its condition when new
- b) if **Property** is damaged, **We** will pay to replace or repair the damaged portion to a condition as good as, but not better or more extensive than, its condition when new
- c) the **Property** may be replaced at another site and in a manner suitable to **Your** needs, provided this does not increase **Our** liability for that claim
- d) all work must begin and be carried out as soon as possible, or
- e) if, at the time of replacement, 85% of what it would have cost to replace the whole of the **Property** under that item is greater than the **Sum Insured** at the time the **Damage** occurred, **You** will be liable to bear a proportionate share of the loss.

**We will not pay:**

- a) for more than **We** would have done if the **Property** had been completely destroyed
- b) until **You** have incurred the cost of replacing or repairing the **Property**
- c) if **You**, or someone acting on **Your** behalf have insured the **Property** under another policy which does not have a similar basis of reinstatement, or
- d) if **You** do not comply with any of the terms of this condition.

### 4. Automatic reinstatement of Sum Insured

**We** will in the event of **Damage** under this Section automatically reinstate the **Sum Insured** unless there is written notice by **Us** to the contrary provided that:

- a) **You** undertake to pay the appropriate additional premium if required by **Us**, and
- b) **You** will take immediate steps to carry out any alterations to the protections of the **Premises** which **We** may require.

### 5. Unoccupancy Condition

The following condition applies to **Your Policy**:

**We** will not pay for any **Damage** at the **Premises** that have been **Unoccupied** for more than 60 days in a row unless;

- a) the **Buildings** are inspected internally and externally at least once every 7 days by a responsible adult and a record of these inspections is kept
- b) for the period November to March inclusive either;
  - i) the water supply is turned off at the mains and all water tanks, pipes and apparatus are fully drained

or

ii) thermostatically controlled fixed heating system is used to maintain a continuous minimum temperature of 58 degrees F (15 degrees C) at all times.

## Section 3 – Rent Receivable

This Section only applies when Section 1 – Buildings is shown with a Sum Insured or Indemnity Limit applying on Your Schedule:

### Cover

We will pay for Your loss of **Rent Receivable** if Your **Buildings**:

- a) is not suitable for habitation and cannot be lived in, or
- b) access to them is denied as a direct result of **Damage** insured under Section 1 – Buildings.

The amount **We** will pay is:

- a) the amount by which the **Rent Receivable** during the **Indemnity Period**, falls short of the **Rent Receivable** which would have been received during the **Indemnity Period** had no **Damage** occurred, or
- b) the cost of reasonable comparable alternative accommodation incurred by any **Resident** and if necessary, the cost of reasonable accommodation incurred for kennels and/or catteries for pets belonging to any **Resident** where pets are not permitted in any alternative accommodation whilst the **Buildings** cannot be lived in.

The maximum amount **We** will pay in respect of any one claim is up to 20% of **Sum Insured** shown on **Your Schedule**.

### Extensions

Any loss in respect of **Rent Receivable** as insured by this Section is extended to include interruption of the **Business** as a result of:

#### 1. Ground rent

**We** will pay up to 2 years ground rent if the **Premises** cannot be lived in temporarily but only during the period necessary for the reinstatement.

The maximum amount **We** will pay is 10% of the **Buildings Sum Insured** for any one claim arising from any one single event.

#### 2. Professional accountant charges

**We** will pay for Your reasonable and necessary professional accountant fees for producing information **We** require to investigate or verify Your claim.

The maximum amount **We** will pay is £10,000 any one claim.

#### 3. Automatic rent review

Where the **Rent Receivable** is subject to a rent review during the **Period of Insurance** the **Sum Insured** will be automatically increased to reflect the revised **Rent Receivable** earned up to a maximum increase of 100% of the **Sum Insured** on **Rent Receivable** shown on **Your Schedule**.

### Conditions

#### 1. Automatic reinstatement of Sum Insured

Unless there is written notice by **Us** to the contrary in the event of **Damage** under this Section, **We** will automatically reinstate the **Sum Insured** provided that **You** undertake to pay any additional premium if required by **Us**

## Section 4 – Property Owners Liability

### Cover

- We** will indemnify **You** against all sums which they become legally liable to pay for compensation and claimants' costs and expenses in respect of:
- accidental **Bodily Injury**
  - Accidental Damage** to **Property** not belonging to **You** or in **Your** charge or under **Your** control or that of any **Employee**
  - accidental obstruction, trespass, nuisance or interference with any easement of air, light, water or way, or
  - wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy;

occurring in connection with the **Business** during the **Period of Insurance** and within the **Territorial Limits**.

Provided that:

- You** are not entitled to indemnity under any other policy covering such liability
- each person observes, fulfils and is subject to the terms of **Your Policy** as if they were **You**
- We** retain sole conduct and control of any claim, or
- where **We** are required to indemnify more than one party **Our** total liability will not exceed the relevant **Indemnity Limit**.

**Our** liability for all compensation (excluding costs) payable to any claimant or number of claimants in respect of or arising out of any one event or all events of a series consequent on one original cause will not exceed the **Indemnity Limit** shown on **Your Schedule**.

### Extensions

#### 1. Cross liabilities

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

#### 2. Defective Premises Act 1972

- The indemnity provided by this Section is extended to indemnify **You** in respect of legal liability incurred by **You** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **Business Premises** or land disposed of by **You**.

**We will not pay for:**

- the cost of rectifying any **Damage** or defect to the **Premises** or land disposed of, or
- legal liability for which **You** are entitled to indemnity under any other policy.

#### 3. Compensation for court attendance

- In the event of any of the persons mentioned below attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this Section **We** will provide compensation to **You** at the following daily rates:
- £500 for **You** or any of **Your** directors or partners, and
  - £250 for any **Employee**.

#### 4. Worldwide personal liability

- We** will subject to the terms of this Section indemnify **You** or **Your** spouse/civil partner during temporary visits anywhere in the world in connection with the **Business**.

**We will not pay for liability arising from:**

**You** owning or occupying land or **Buildings** or carrying on any trade or profession.

#### 5. Contractors' contingent liability

- We** will, subject to the terms of this Section, indemnify **You** in respect of liability arising out of minor work carried out by bona-fide contractors in the form of decorations, repairs and routine maintenance provided that:
- such persons are not entitled to indemnity under any other policy covering such liability, or

b) **Our** maximum liability will not exceed the **Indemnity Limit** stated on **Your Schedule**.

#### 6. Contractual liability

If **You**, by agreement, assumes liability which would not otherwise have attached, the cover under this Section will only apply if **We** have sole conduct and control of all claims.

**We will not pay for liability arising from:**

- a) liquidated damages or under any penalty clause
- b) any contract which involves work outside the **Territorial Limits**, or
- c) for **Damage to Property** caused by those risks against which **You** are required to effect insurance by reason of Clause 21.2.1. of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or any other contract condition incorporating a similar requirement.

#### 7. Health and Safety at Work etc. Act 1974

**We** will indemnify **You** against all costs and expenses of legal representation in connection with an alleged breach of statutory duty under the Health and Safety at Work etc. Act 1974 or similar legislation, as a result of any **Bodily Injury** or **Damage to Buildings** occurring during the **Period of Insurance**, in circumstances where there is also a claim or potential claim against **You**, for damages covered by this Section.

**You** must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

If a claim for damages is settled or withdrawn, **We** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment.

If at any time a claim for damages remains unsettled and you wish to appeal against conviction, **We** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), an appeal is likely to succeed and the total amount of damage and claimants' costs are likely to exceed the total cost of legal representation.

If **We** have consented to legal representation at court proceedings, **We** will also pay the legal costs of prosecution awarded against **You** in connection with the proceedings.

The most **We** will pay under this extension during any one **Period of Insurance** is £1,000,000.

**We will not cover:**

- a) fines, penalties or awards of compensation imposed by a criminal court
- b) costs and expenses of an appeal against improvement or prohibition notices
- c) costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than costs and expenses already incurred and agreed by **Us**
- d) costs and expenses insured by any other policy
- e) costs and expenses of any investigation or prosecution brought other than under the laws of the **Territorial Limits**.

#### 8. Data Protection Act 2018

**We** will indemnify **You** and if **You** so require any **Employee** in respect of liability to pay compensation including defence costs directly arising from a claim made against **You** for breach of the General Data Protection Regulation (GDPR), the Data Protection Act 2018 or any amending legislation, caused in connection with the **Business** during the **Period of Insurance**.

The most **We** will pay under this extension including all costs and expenses during any one **Period of Insurance** is £1,000,000.

**We will not cover:**

- a) the costs of rectifying, rewriting, replacing, reinstating or erasing personal data as defined in the GDPR;
- b) the payment of fines or penalties;
- c) refund of monies paid to **You** by any claimant;
- d) liability arising solely because **You** did not comply with **Your** legal obligations set out under the GDPR;
- e) any actual or alleged act, omission or dispute happening before, or existing at the start of the **Period of Insurance** and which **You** knew or ought reasonably to have known could lead to a claim;

- f) any deliberate act by **You** or any director, partner or **Employee**;
- g) indirect or consequential losses.

#### 9. Corporate Manslaughter and Corporate Homicide Act 2007

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

Provided that:

- a) **Our** liability under this Extension will be limited to a maximum amount of £1,000,000 in the aggregate and in any one **Period of Insurance**
- b) this Extension will only apply to proceedings brought within the **Territorial Limits**
- c) **We** must consent to the appointment of any solicitor or counsel acting on **Your** behalf
- d) **You** must immediately notify **Us** of receipt of any summons or other process served upon **You** which may give rise to proceedings arising from the cover under this Extension, or
- e) before **We** consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by **Us** will be supplied by **You**.

**We will not pay for:**

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

#### Exclusions

**We will not pay for liability in respect of:**

- a) the ownership, possession or use by **You** of any **Buildings** not insured under Section 1 of **Your Policy** unless otherwise stated on **Your Schedule**
- b) the ownership, possession or use by **You** of any land unless **We** have agreed to provide cover in respect of such land
- c) accidental **Bodily Injury** or **Damage** arising out of manual work away from **Your Premises**,
- d) accidental **Bodily Injury** or **Damage** arising from the ownership, possession or use by **You** or on **Your** behalf:
  - i. any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation (except the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer when **You** are not entitled to indemnity under any other policy), or
  - ii. any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft.
- e) accidental **Bodily Injury** or **Damage** arising from or caused by any professional negligence, wrongful or inadequate treatment, examination, prescription, advice by **You** or anyone acting on **Your** behalf
- f) any goods which **You** supply, install, erect, repair, alter or treat
- g) the cost of rectifying or replacing defective work
- h) **Pollution or Contamination** other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**. All **Pollution or Contamination** which arises out of one incident will be deemed to have occurred at the time such incident first takes place. **Our** liability in respect of all **Pollution or Contamination** which is deemed to have occurred during the **Period of Insurance** will not exceed in the aggregate the **Indemnity Limit** shown on **Your Schedule**
- i) **Bodily Injury** sustained by any **Employee** arising out of and in the course of their employment with **You**

- j) any act, error, omission or fault in the service or duties undertaken or provided by **Your** managing agent in respect of the **Buildings**.
- k) **Damage** to any commodity article or thing supplied installed or erected by **You** if such **Damage** is attributable to any defect therein or the harmful nature or unsuitability thereof, or
- l) any:
  - i. **Bodily Injury** arising from inhalation, ingestion or exposure to;
  - ii. **Damage to Property** arising from the presence, management, removal or controlling of;  
any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.
- m) **We** will not pay for the amount of the **Excess** stated on **Your Schedule** for each and every claim in respect of **Damage to Property**.

## Section 5 – Identity Fraud

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

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

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

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

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

## Important Conditions

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

### Prospects of Success

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

### Proportional Costs

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

### Duty of Disclosure

#### Consumer

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

#### Non-Consumer

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

### Suspension of Cover

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



## Definitions

The following definitions apply to Section 5 of this Policy:

<b>Adviser</b>	<b>Our</b> panel solicitor, their agents, or other appropriately qualified person, firm or company appointed by <b>Us</b> to act for <b>You</b> .
<b>Advisers' Costs</b>	Reasonable legal fees incurred by the <b>Adviser</b> up to the hourly rate shown in <b>Our</b> fee scale ruling at the time the <b>Adviser</b> is instructed and disbursements essential to <b>Your</b> case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against <b>You</b> and paid on the standard basis of assessment.
<b>Cyberattack</b>	<ul style="list-style-type: none"> <li>Malicious deletion, corruption, unauthorised access to, or theft of data;</li> <li>Damage or disruption caused by a computer virus, hacking or denial of service attack; affecting your home systems.</li> </ul>
<b>Data Protection Legislation</b>	The relevant <b>Data Protection Legislation</b> in force within the <b>Territorial Limits</b> where this cover applies at the time of the <b>Insured Event</b> .
<b>Disclosure Breach</b>	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.
<b>Identity Fraud</b>	A person or group of persons knowingly using a means of identification belonging to <b>You</b> without <b>Your</b> knowledge or permission with intent to commit or assist another to commit an illegal act.
<b>Insured Event</b>	<p>The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.</p> <p>For the purposes of the <b>Maximum Amount Payable</b>, only one <b>Insured Event</b> will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.</p>
<b>Insurers</b>	AmTrust Europe Limited.
<b>Legal Action</b>	The pursuit of civil legal cases for damages or injunctions.
<b>Maximum Amount Payable</b>	<p>The maximum payable in respect of an <b>Insured Event</b>.</p> <p><b>Identity Fraud:</b>                      £25,000 any one claim</p>
<b>Period of Insurance</b>	The period of insurance shown in the insurance schedule.
<b>Ransomware</b>	A system attack that allows a hacker to infiltrate your electronic device(s), encrypt your data, and demand payment of a ransom in exchange for decryption of your files.
<b>Standard Advisers' Costs</b>	The level of <b>Advisers' Costs</b> that would normally be incurred in using a specialist panel solicitor or their agents
<b>Territorial Limits</b>	The United Kingdom.
<b>We/Us/Our</b>	Arc Legal Assistance Limited who administer claims under this insurance on behalf of the <b>Insurers</b> .
<b>You / Your</b>	The individual or organisation shown in the insurance schedule as the policyholder and defined in the <b>Tenancy Agreement</b> as the 'Landlord' who has paid the premium and been declared to <b>Insurers</b> . If <b>You</b> die <b>Your</b> personal representatives will be covered to pursue cases covered by this insurance on behalf of <b>You</b> that arose prior to <b>Your</b> death.

## Cover

### Identity Fraud

#### What is insured

In respect of **Insured Events** arising from **Identity Fraud** **You** are covered for **Advisers' Costs** to defend **Your** legal rights and/or take reasonable steps to remove County Court Judgments against **You** that have been obtained by an organisation that **You** allege to have purchased, hired or leased goods or services from. Cover is only available if **You** deny having entered into the contract and allege that **You** have been the victim of **Identity Fraud**.

#### What is not insured:-

##### Claims

- Where the claim is false or fraudulent
- Where **You** did not take reasonable precautions against **Identity Fraud** or take action to protect yourself from **Identity Fraud**
- Where the **Identity Fraud** has been carried out by somebody living with **You**
- For any losses other than **Advisers' Costs** incurred by **You** as a result of **Identity Fraud**
- Where the **Insured Event** began to occur within 30 days of **You** first purchasing this insurance or similar insurance which expired immediately before this insurance began

### Cyber Support Helpline

**You** can call the helpline to talk about any problems you're having with **Your** personal electronics that **You** think are related to a **Cyber attack**.

This includes:

- Immediate steps you should take in the event of a **Cyber attack**
- What **You** can do to restore the device to the state it was in before the attack
- What **You** can do if you are subject to a **Ransomware** attack
- Advice on financial losses suffered as a result of a **Cyberattack**

To access the Cyber Support Helpline please call **0333 234 2678** and quote '**Modus Insurance**'.

### General Exclusions

#### 1. There is no cover:-

- Where **Your** act, omission or delay prejudices **Your** or the **Insurers** position in connection with the **Legal Action** or prolongs the length of the claim
- Arising from a dispute between **You** and **Your** agent or mortgage lender
- Where the **Insured Event** began to occur or had occurred before **You** purchased this insurance
- Where **You** should have realised when purchasing or renewing this insurance that a claim under this insurance might occur
- Where **You** have breached a condition of this insurance
- Where **Advisers' Costs** have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- For any claim which is not submitted to **Us** within 45 days of the **Insured Event**
- For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- For damages, interest, fines or costs awarded in criminal courts
- Where **You** have other legal expenses insurance cover
- For claims made by or against Modus Underwriting, the **Insurers**, the **Adviser** or **Us**
- For appeals without the prior written consent of **Us**
- Prior to the issue of court proceedings or unless a conflict of interest arises, for the costs of any legal representative other than those of the **Adviser**

- Where an estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute
- Where **You** commit, or are alleged to have committed, a criminal offence, or **You** are liable to a civil penalty unless this policy expressly covers **You** in the event of such offence or penalty.

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

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

## 3. Contracts (Rights of Third Parties) Act 1999

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

## Conditions

### 1. Cancellation

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **Your** main insurance contract please contact **Your** insurance broker.

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

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

### 2. Claims

- You** must report claims as soon as reasonably possible within 45 days of the **Insured Event** by completing and submitting the claim form with all relevant information.
- Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.
- You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are required and **You** wish to nominate an alternative **Adviser** to act for **You**, **You** may do so. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- The **Adviser** will:-
  - Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
  - Keep **Us** fully advised of all developments and provide such information as **We** may require.
  - Keep **Us** regularly advised of **Advisers' Costs** incurred.
  - Advise **Us** of any offers to settle and payments in to court. If contrary to **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.

- v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
- vi) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **Advisers' Costs**, **We** may require **You** to change **Adviser**.
- f) **Insurers** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- g) **You** shall supply all information requested by the **Adviser** and **Us**.
- h) **You** are liable for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.

### 3. Disputes

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

### 4. Disclosure Breach

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

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

### 5. Fraud

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

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

### 6. Prospects of Success

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

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

### 7. English Law

This contract is governed by English Law.

### 8. Language

The language for contractual terms and communication will be English.

### 9. Change in law

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

## Customer Services Information

### How to make a claim

Claims must be notified to the Claims Line within 45 days of the **Insured Event**.

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

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

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

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

#### Claims Line

**You** should telephone **0344 770 1044** and quote "**Modus Property Owners**".

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

Claim forms can also be obtained from:-

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

### Privacy and Data Protection Notice

#### 1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit [www.arclegalassistance.co.uk](http://www.arclegalassistance.co.uk)

#### 2. How We Use Your Personal Data and Who We Share it With

**We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

#### 3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

#### 4. Disclosure of Your Personal Data

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

#### 5. Your Rights

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

#### 6. Retention

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the

expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact **The Data Protection Officer**, please see website for full address details.

### Customer Service

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

### Our contact details are:

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD  
Tel: 01206 615000  
Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

### The Financial Ombudsman Service contact details are:

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

### Compensation

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

### Authorisation

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

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