



Landlord Property Insurance Policy booklet

December 2021

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Welcome to Your Let Property Insurance Policy

Your Insurers

This insurance is underwritten by UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. You can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk>.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

Your Cover

If **you** have paid the premium as shown in the **schedule**, **we** will agree to insure **you**, subject to the terms, conditions and any endorsements attaching to this **policy**, against loss or damage or legal liability **you** may incur for accidents or losses occurring during the **period of insurance** as shown in the **schedule**.

Please take time to read the contents of this **policy**, including how to make a claim. This **policy** and its **schedule** are important documents. Please keep them in a safe place in case **you** need to refer to them for any reason. If **you** do need to discuss any aspect of this **policy**, please contact the agent who helped **you** complete this insurance.

Governing Law

This **policy** is governed by English law.

How do I make a claim under my insurance policy?

If **you** wish to make a claim under sections 1 and 2 please contact:

Direct Group on:

Tel: **0344 856 2491**

Email: claims@davies-group.com

Davies Group Ltd, PO Box 3097, Smithfield 2, Hanley, Stoke on Trent ST1 3DH

Section 3 – Liabilities

To make a claim contact Kennedys on:

Tel: **0113 531 4496**

Section 4 – Landlords Professional Fees and Rent Guarantee

To make a claim contact Arc Legal Assistance Limited on:

Tel: **0344 770 9000**

Claims procedure and conditions – applicable to all sections of this insurance (other than the Landlords Professional Fees and Rent Guarantee section)

If You need to make a claim under this policy, You must do the following:

- a) Provide **us** with full details of **your** claim as soon as possible after the event and always within 30 days.
- b) Immediately notify the police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain the Crime Reference Number.
- c) Take all steps necessary to reduce further loss, damage or injury.
- d) Provide **us** with all information and evidence, including written estimates and proof of ownership and value that **we** may request.
- e) Do not, under any circumstances effect full repairs without **our** prior written consent.
- f) Under no circumstances must **you** admit any liability or responsibility or negotiate or settle any aspect of any claim without **our** permission in writing.

On receipt of a notification of a claim, we may do the following:

- a) Enter any **building** following loss or damage.
- b) Negotiate, defend or settle any claim made against **you**.
- c) Prosecute in **your** name for **our** benefit, any other person in respect of any Claim **we** may have to pay.
- d) Appoint a loss adjuster to handle the claim on **our** behalf.
- e) Arrange to repair the damage to the **building** and/or any other **property** or item and handle any salvage appropriately.

Cancellation

Your right to cancel.

You have the right to cancel this policy within 14 days from the date **you** purchased the **policy** or when **you** received the **policy** documentation, if this is later. **You** do not need to provide a reason for cancellation, and **we** will provide a full refund of any premium paid, unless **you** have made a claim or there has been an incident likely to result in a claim.

If **you** wish to cancel the **policy** after 14 days, **we** will provide a refund, less a proportionate charge for any cover already provided, unless a claim has been made or there has been an incident likely to result in a claim.

Where a claim has occurred or there has been an incident likely to result in a claim no refund of premium will be provided. If **you** pay for **your policy** by monthly instalments **you** must pay the remainder of the monthly instalments or pay the remainder of the annual premium in full.

Cancellation by **Us**:

We may at any time cancel any insurance policy by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) non-payment of premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with policy terms and conditions.
- e) a change in **your** circumstances means that **we** can no longer provide cover
- f) where **we** identify your involvement in, or association with, insurance fraud or financial crime
- g) where **you** have misrepresented or provided false information to the questions asked **you** when purchased, renewed or amended **your** policy

If **we** cancel **your** policy, **we** will provide a refund of **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 32.

Definitions

The following definitions are only applicable to Buildings, Landlord's Contents and Landlord's Legal Liability and have the same meaning wherever they appear in these sections or **your schedule** and are highlighted in bold:

Accidental Damage

Sudden and unexpected damage, occurring at a specific time and caused by external means.

Buildings

Used wholly, or partially as private dwelling(s) and including domestic outbuildings, garages, domestic fixed fuel oil tanks, drives, patios and terraces, walls, gates and fences, swimming pools, tennis courts and including fixtures and fittings owned by **you**, or for which **you** are legally responsible, all being situated at the address(es) in the **United Kingdom**.

Consequential Loss

Any other costs that are directly or indirectly caused by the event which led to **your** claim unless specifically stated in this **policy**.

Endorsement

A specific term, condition or variation to the **policy**.

Excess

The first amount of any claim for which **you** are responsible.

Insurers / We / Us / Our

UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited

Landlords Contents

Household goods and furnishings, appliances and aerals for which **you** are responsible and contained within the **buildings**, but excluding **valuables**, wearing apparel and pedal cycles.

Period of Insurance

The period stated in the **schedule** for which **we** agree to grant cover, providing that the full premium has been paid to **us**.

Policy

The **policy** incorporates the policy booklet, the **schedule** and all terms, conditions and endorsements of **your** insurance contract with **us**.

Property

The **buildings** at the address(es) stipulated in the **schedule**.

Schedule

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

Sum Insured

The amount as shown in the **schedule** and being the maximum amount **we** will pay in the event of any claim on this **policy**.

Tenant

A person occupying **your property** by virtue of a **tenancy agreement**.

Tenancy Agreement

a. A legal document in writing, made between **you** and the **tenant**, which is an Assured Shorthold **tenancy agreement**, within the meaning of the Housing Acts 1988 and 1996, or a Short Assured **tenancy** or an Assured **tenancy** as defined in the Housing (Scotland) Act 1988, or an **agreement** in which the **tenant** is a limited company. In Northern Ireland the **agreement** between **You** and the **tenant** to let the **property** must not be a Protected **Tenancy**, or a Statutory **tenancy** within the meaning of the Rent (NI) Order 1978, nor a Protected Shorthold **tenancy** within the meaning of Housing (NI) Order 1983, or an **agreement** in which the **tenant** is a limited company, or an **agreement** or lease of a commercial premises, or

b. Any other **agreement** as agreed by **us** in writing.

Uninsurable Risks

Wear and tear, depreciation, fungus, rot, **vermin** or insect damage, mechanical or electrical fault, process of cleaning, repairing, restoration, renovating or any gradually operating cause or process.

United Kingdom

Great Britain, Isle of Man and Northern Ireland.

Unoccupied

A property that it is not lived in by a **tenant**. This is deemed to start from the date that the last **tenant** vacated the **property**, which may pre-date the inception of the insurance granted by this **policy**.

Valuables

Articles made from precious metals, jewellery, watches, stamps, medals, money, photographic equipment, furs, curios, works of art and home computer equipment.

Vermin

Various small animals or insects, such as brown or black rats, House or field mice, wasps or hornets, that are destructive, annoying or injurious to health.

You/Your/Yours

The person(s) as specified in the **schedule**, or in the event of their death, their legally appointed representative.

Section 1 - Buildings

We cover **your buildings** against loss or damage caused by the following insured perils:

1. Fire, smoke, explosion, lightning, or earthquake

Excluding

- a. loss or damage caused by smog, industrial or agricultural output.

2. Storm or flood

Excluding

- a) loss or damage caused by frost
- b) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts
- c) loss or damage caused by rising water table levels.

3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes

Excluding

- a) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped
- c) loss or damage caused by gradual emission
- d) the first £500 of every claim, unless otherwise specified in the **schedule**.

4. Theft or attempted theft caused by violent and forcible entry or exit

Excluding

- a) Theft or attempted theft by any **tenant** or person lawfully on the **property**
- b) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- c) loss or damage caused by deception, unless deception is used solely to gain entry to **your property**.

5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.

6. Riot, civil commotion, labour and political disturbances.

7. Malicious damage or vandalism

Excluding

- a) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more.
- b) Malicious damage or vandalism by any **tenant** or person lawfully on the **property**. *(If malicious damage by tenant is shown on **your schedule**, please refer to page 10 for terms and conditions)*

8. Subsidence, landslip or heave of the site upon which the buildings stand

Excluding

- a) loss or damage caused by erosion of any coast or riverbank
- b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main **building** is damaged at the same time
- c) loss or damage caused by structural repairs, alterations, demolitions or extensions

- d) loss or damage arising from faulty or defective workmanship, designs or materials
- e) normal settlement, shrinkage or expansion
- f) the first £1,000 of every claim, unless otherwise specified in the **schedule**.
- g) loss or damage that originated prior to the inception of this **policy**
- h) loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause
- i) loss or damage to **buildings** caused by the action of chemicals, or by the reaction of chemicals with any material which forms part of the **buildings**.

9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts

Excluding

- a) loss or damage caused by maintenance to trees
- b) loss or damage to gates and fences
- c) loss or damage to aerials, dishes and masts.

10. Accidental damage to fixed glass, sanitary fixtures and ceramic hobs forming part of the property

Excluding

- a) loss or damage whilst the **buildings** are **unoccupied**, for 60 days or more
- b) loss or damage caused by chipping, denting or scratching
- c) loss or damage to ceramic hobs in free-standing cookers.

11. Accidental damage to underground pipes, cables and services for which You are responsible

Excluding

- a) loss or damage due to wear and tear or gradual deterioration
- b) loss or damage caused by faulty materials, design, workmanship or as a consequence of any alterations, renovations or repairs.

12. Loss of rent and/or cost of alternative accommodation incurred by You as a result of the buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 1 of this policy

Excluding

- a) any amount in **excess** of 20% of the **sum insured** on the **buildings**
- b) losses incurred in any period exceeding 12 months from the date that the **property** became uninhabitable, unless stated otherwise in the **schedule**.
- c) loss where a valid claim has not been accepted by the **insurers** under Section 1 of this **policy**

13. Increased metered water charges incurred by You, which result from the escape of water, for which a successful claim has been made under Section 1, Peril 3 of this policy

Excluding

- a) any amount in excess of £750 in any **period of insurance**.

14. Expenses incurred by You as a result of the removal of debris, compliance with Government or Local Authority requirements, architect and surveyor fees incurred in the reinstatement of the building, following loss or damage caused by any of the perils listed in Section 1 of Your policy

Excluding

- a) any fees charged in the preparation of a claim.

15. Expenses incurred by You in locating the source and subsequent making good of damage, following loss or damage for which a successful claim has been made under Section 1, Peril 3 or Peril 11 of this policy

Excluding

- a) any amount in **excess** of £2500
- b) loss or damage to the apparatus from which water or oil has escaped.

Additional Cover – only applicable if shown as being covered on the schedule

16. Accidental Damage to the buildings in addition to the perils listed in paragraphs 1 to 11 of this section

Excluding

- a) loss or damage caused by **uninsurable risks**
- b) loss or damage caused by **vermin**; fungus; insects or domestic pets
- c) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- d) the cost of normal maintenance
- e) loss or damage caused by wet or dry rot; faulty workmanship or design
- f) loss or damage as a result of any building alterations, renovations or repairs
- g) loss or damage if previously specifically excluded from cover.

17. Malicious Damage caused by the Tenants to the Buildings in addition to the perils listed in Paragraph 1 to 11 of this section up to a maximum of £5,000

Excluding

- a) loss or damage caused by **uninsurable risks**
- b) loss or damage caused by **vermin**; fungus; insects or domestic pets
- c) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more. An **excess** of £250 applies if the **property** is **unoccupied** for 30 days or more.
- d) the cost of normal maintenance
- e) loss or damage caused by wet or dry rot; faulty workmanship or design
- f) loss or damage as a result of any building alterations, renovations or repairs
- g) loss or damage if previously specifically excluded from cover.
- h) any amount recoverable from the **tenant** up to the total amount of the initial deposit (proof of the deposit paid by the **tenant** must be submitted in the event of a claim).
- i) any loss or damage which is insured by a **policy** issued to the tenant.

Conditions that apply to Section 1 – Buildings

Index-linking Clause

The sums insured in Section 1 may be adjusted each month in accordance with The House Rebuilding Costs Index, issued by the Royal Institute of Chartered Surveyors.

No additional premium will be charged for each monthly increase, but at each renewal the premium will be calculated on the revised sums insured and will be shown on the renewal **schedule**.

Basis of Claims Settlement

In the event of loss or damage to the **buildings**, **we** will pay the full cost of reinstatement, as long as the **buildings** are maintained in a good state of repair and they are insured for the full cost of reinstatement. If the **buildings** have not been maintained in a good state of repair, **we** will make a deduction for wear and tear or gradual deterioration.

In respect of any claim made under this **policy**, **our** liability will:

1) not exceed the proportion that the sum(s) insured bears to the full cost of reconstruction of the **property**, as stated in the **schedule**.

2) not exceed the **sum insured** for the **property**, as stated in the **schedule**.

It is **your** responsibility to ensure that, at all times the **buildings sum insured** reflects the total cost of reinstatement and associated fees.

We will not pay for the cost of replacing or repairing any undamaged part(s) of the **building** which forms part of a pair, set, suite or part of a common design.

We will not reduce the sum insured under this section following a claim, provided that you agree to carry out any recommendations which we make to prevent further loss or damage.

Section 2 – Landlord’s Contents

We will cover **landlord’s contents** against loss or damage caused by the following insured perils:

1. Fire, smoke, explosion, lightning, or earthquake

Excluding

- a) loss or damage caused by smog, industrial or agricultural.

2. Storm or flood

Excluding

- a) **landlords contents** in the open
- b) loss or damage caused by frost
- c) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts
- d) loss or damage caused by rising water table levels.

3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes

Excluding

- a) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped
- c) loss or damage caused by gradual emission
- d) the first £500 of every claim, unless otherwise specified in the **schedule**.

4. Theft or attempted theft caused by violent and forcible entry or exit

Excluding

- a) theft or attempted theft by any **tenant** or person lawfully on the **property**
- b) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- c) any amount in excess of £500 in respect of **landlord’s contents** contained within detached domestic outbuildings and garages
- d) loss of any item whilst in the open.

5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.

6. Riot, civil commotion, labour and political disturbances.

7. Malicious damage or vandalism

Excluding

- a) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- b) Malicious damage or vandalism by any **tenant** or person lawfully on the **property**. *(If malicious damage by tenant is shown on **your schedule**, please refer to page 14 for terms and conditions)*

8. Subsidence, landslip or heave of the site upon which the Buildings stand

Excluding

- a)** loss or damage caused by erosion of any coast or riverbank
- b)** loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main **building** is damaged at the same time
- c)** loss or damage caused by structural repairs, alterations, demolitions or extensions
- d)** loss or damage arising from faulty or defective workmanship, designs or materials
- e)** normal settlement, shrinkage or expansion
- f)** the first £1,000 of every claim, unless otherwise specified in the **schedule**
- g)** loss or damage that originated prior to the commencement of this insurance
- h)** loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause
- i)** loss or damage to **landlord's contents** caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the **buildings**.

9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts

Excluding

- a)** loss or damage caused by maintenance to trees
- b)** loss or damage to aerials, dishes and masts.

10. Costs of alternative accommodation incurred by You, as a result of the buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 2 of this policy

Excluding

- a)** any amount in **excess** of 20% of the **sum insured** on the **landlord's contents**.
- b)** losses incurred in any period exceeding 12 months from the date that the **property** became uninhabitable, unless stated otherwise in the **schedule**.
- c)** loss where a valid claim has not been accepted by the **insurers** under Section 2 of this **Policy**.

11. Costs of replacement locks for external doors to the Buildings if Your keys are stolen

Excluding

- a)** Thefts not reported to the Police
- b)** Any amount in **excess** of £250.

12. Legal liability to the public, subject to a limit of indemnity of £2,000,000 (unless stated otherwise on the schedule) in respect of all sums for which You are legally liable, as the owner of the landlord's contents, to pay as compensation for accidental death or injury to any person, or loss or damage to third party property, including defence costs and expenses incurred with our prior consent

Excluding

- a) bodily injury or death to any person who is engaged in **your** service, or is a member of **your** family or Household
- b) any claim arising directly or indirectly from the transmission of any communicable disease
- c) damage to **property** under **your** custody or control
- d) any claim arising out of any profession, occupation or business, other than through private letting of the **property**
- e) any claim arising out of the ownership, possession or operation of:
 - i) any mechanically propelled vehicle (other than a private garden vehicle) operated within **your property**
 - ii) any power operated lift
 - iii) any aircraft or watercraft
 - iv) a caravan, whilst being towed
 - v) any dogs designated as dangerous under the Dangerous Dogs Act 1991
- f) any claim arising out of pollution or contamination
- g) any claim where **you** are entitled to indemnity under any other insurance
- h) any cost or expense not agreed by **us** in writing.

Additional Cover –only applicable if shown as being covered on the schedule

13. Accidental Damage cover to landlord's contents contained within the property in addition to those perils as listed in paragraphs 1 to 9 of this section

Excluding

- a) loss or damage if previously specifically excluded from cover
- b) loss or damage caused by normal wear and tear
- c) loss or damage caused by **vermin**, insects, fungus or atmospheric or climatic conditions
- d) loss or damage caused by cleaning or making repairs or alterations
- e) loss or damage caused by pets
- f) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- g) loss or damage as a result of mechanical or electrical breakdown.

14. Malicious Damage caused by the Tenants to landlords contents in addition to the perils listed in Paragraph 1 to 11 of this section up to a maximum of £5,000

Excluding

- a) loss or damage caused by **uninsurable risks**
- b) loss or damage caused by **vermin**; fungus; insects or domestic pets
- c) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more. An

- excess** of £250 applies if the **property** is **unoccupied** for 30 days or more.
- d) the cost of normal maintenance
- e) loss or damage caused by wet or dry rot; faulty workmanship or design
- f) loss or damage as a result of any building alterations, renovations or repairs
- g) loss or damage if previously specifically excluded from cover.
- h) any amount recoverable from the **tenant** up to the total amount of the initial deposit (proof of the deposit paid by the **tenant** must be submitted in the event of a claim).
- i) any loss or damage which is insured by a **policy** issued to the tenant.

Conditions that apply to Section 2 – Landlord’s Contents

Index-linking Clause

The sums insured in Section 2 may be adjusted each month in accordance with the Consumer Durable section of the General Index of Retail Prices, or its equivalent. No additional premium will be charged for each monthly increase, but at each renewal the premium will be calculated on the revised sums insured, which will be shown on the renewal **schedule**.

Basis of Claims Settlement

In the event of loss or damage to **your landlord’s contents**, **we** will replace the damaged **landlord’s contents** as new, provided that the **sum insured** is at least equal to the cost of replacing all the **landlord’s contents**. At **our** option, **we** may either pay the cost of replacing the lost or damaged item as new, or pay the cost of repairing the item.

In respect of any claim made under this **policy**, **our** liability will:

- 1)** not exceed the proportion that the sum(s) insured bears to the full cost of replacement of **Your landlord’s contents**, as stated in the **schedule**.
- 2)** not exceed the **sum insured** for **Your landlord’s contents**, as stated in the **schedule**.

It is **your** responsibility to ensure that, at all times the **landlord’s contents sum insured** reflects the total cost of replacement as new.

We will not pay for the cost of replacing or repairing any undamaged item(s) of the **landlord’s contents** of **your property** which forms part of a pair, set, suite or part of a common design.

We will not reduce the **sum insured** under this section following a claim, provided that **You** agree to carry out any recommendations which **we** make to prevent further loss or damage.

Section 3 - Landlord's Legal Liability

- 1. Legal liability to the public, subject to a limit of indemnity of £2,000,000 (unless stated otherwise on the schedule) in respect of all sums for which You are legally liable to pay as compensation for accidental death or injury to any person, or loss or damage to third party property, arising directly as a consequence of Your ownership of the property, including defence costs and expenses incurred with our prior consent**

Excluding

- a)** bodily injury or death to any person who is engaged in **your** service, or is a member of **your** family or Household
- b)** any claim arising directly or indirectly out of the transmission of any communicable disease
- c)** damage to **property** under **your** custody or control
- d)** any claim arising out of any profession, occupation or business, other than through private letting of the **property**
- e)** any claim arising out of the ownership, possession or operation of:
 - i)** any mechanically propelled vehicle (other than a private garden vehicle) operated within **your property**
 - ii)** any power operated lift
 - iii)** any aircraft or watercraft
 - iv)** a caravan, whilst being towed
 - v)** any dogs designated as dangerous under the Dangerous Dogs Act 1991
- f)** any claim arising out of ownership or use of any land or **building** not situated within the **buildings**, as specified in the **schedule**
- g)** any claim arising out of pollution or contamination
- h)** any claim, if **you** are entitled to indemnity under any other insurance
- i)** any cost or expense not agreed by **us** in writing.

This **policy** includes **your** landlord's legal liability under Section 3 of the Defective Premises Act 1972, or Article 5 of the Defective Premises (Northern Ireland) Order 1975, for injury to a third party, or loss or damage to third party property arising from a defect in **your property**, including defence costs that **we** have agreed in writing to pay.

- 2. Accidents to Domestic Employees subject to a limit of indemnity of £5,000,000 for damages and claimants' costs and expenses which You become legally liable to pay as compensation for accidental death of or bodily injury to or illness or disease of any domestic employee in connection with any one claim or series of claims made against You arising out of any one event occurring during the period of insurance and arising out of and in the course of employment within Great Britain, Northern Ireland, the Isle of Man or the Channel islands. We will also pay legal costs and expenses incurred with our written consent in the defense of any claim made against You.**

Excluding

- a)** liability arising directly or indirectly from the transmission of any communicable disease or virus by **you**
- b)** any **agreement** unless **you** would have been liable had the **agreement** not been made

- c) any claim or other proceedings against **you** lodged or prosecuted in a **court** outside the **United Kingdom**
- d) liability arising from any business or profession
- e) liability for death of, bodily injury to, or illness or disease of any member of **your** family
- f) liability for which compulsory insurance or security is required by any road traffic legislation.

Section 4 – Landlord’s Professional Fees and Rent Guarantee

Landlord’s professional fees cover is automatically included with your policy. Rent guarantee cover is only applicable if shown as operative within our policy schedule.

Introduction

Thank you for choosing to insure with **us**. Please read carefully all documents that **we** have provided, together with any addendum, endorsements and the **schedule**.

If something’s not right, **you** have any questions, need anything explained or believe this contract does not meet **your** needs, please contact **your** insurance agent immediately. If **you** are unhappy with the terms and wish to cancel the policy, please contact **your** insurance agent within 14 days from the date of purchase, and a full refund of premium will be arranged. This is subject to there being no claims made under this policy.

Assistance Helpline Services

You can contact one of **our** helplines to obtain legal advice and guidance. **We** will not accept responsibility if any of the helpline services fail for reasons beyond **our** control.

Legal Advice Helpline - 01384 884067

This helpline operates 24/7, 365 days a year and can provide advice on legal matters. Please note, this helpline service is not empowered to give advice on the admissibility of a claim under this policy. If you wish to make a claim, the helpline can provide you with a form that should be submitted directly to Arc Legal Assistance Ltd.

Tax Advice Helpline – 01384 885744

This helpline operates between the hours of 09:00 – 17:00, Monday to Friday excluding Bank Holidays. Please note, this helpline is only in respect of Tax issues and cannot assist with any other insurance matter.

Making a Claim

If **you** wish to make a claim, it’s important to let **us** know as soon as possible and during the **period of insurance**. **You** can obtain and submit a claim form to **us** by using one of the contact methods below.



Visit to claims.arclegal.co.uk
submit **your** claim online.



Post **your** claim form to **us** at:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5NE



Call **us** on:

0344 770 9000

Terms of Cover

This policy is written on a 'Claims Made' basis, which means it's important to let **us** know about any potential claims within 30 days and during this **period of insurance**. As a consequence, please note all cover therefore ceases upon expiry of this policy.

Please see the Policy Conditions section of this document, which sets out how **we** will assess **your** claim, **your** obligations to **us** under the policy and how **we** will handle **your** claim

Meaning of Words

The following definitions are only applicable to the Landlord's Professional Fees and Rent Guarantee section.

Aspect Enquiry	An enquiry where the Inspector of Taxes enquires into one or more aspects of the self-assessment tax return which may involve clarification of particular entries to detailed consideration of whether those entries have been treated correctly for tax purposes. It may involve a check on the records upon which the particular entries were based.
Authorised Professional	A solicitor, counsel, claims handler, mediator, accountant or other appropriately qualified person appointed and approved by us under the terms and conditions of this policy to represent your interests.
Civil Legal Action	When formal legal proceedings are taken against an opponent in a Court of Law.
Claim Limits	The amount we will pay in respect of any one claim and the total amount payable within any one period of insurance as specified in the schedule .
Costs	Your authorised professional's fees, costs and disbursements which we have agreed or the costs of any other people involved in the legal proceedings if you have to pay those costs . This includes costs following an 'out-of-court' settlement to which we have agreed. This does not include any damages, fines or penalties you have to pay.
Court	A court , tribunal or other competent authority.
Criminal Legal Action	When a criminal investigation against you commences.
Deposit	The sum paid by the tenant to you or the letting agent under the terms of the tenancy agreement for the purpose of providing you with a reimbursement or partial reimbursement against losses arising from the tenant's breach of any of the terms of the tenancy agreement .
Event	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.
Excess	The first amount of each and every claim as detailed in the schedule or insured event .
Guarantor	The individual or organisation that has received a written tenant reference and provided a financial guarantee of the tenant's performance of their obligations under the tenancy agreement . The guarantor must be shown in the tenancy agreement .
In-Depth Investigations	A fundamental review of the accounts and the underlying records as signalled by the issue of the relevant departmental notification or as otherwise stated in writing.
Insurer	This insurance is administered by Arc Legal Assistance Ltd and underwritten by Royal & Sun Alliance Insurance Ltd.
Letting Agent	The organisation with whom you have entered into a formal written contract to let, manage and administer the property on your behalf.
National Insurance Contribution (NIC) Dispute	A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted in accordance with Social Security regulations.
Pay As You	A challenge in writing by HM Revenue & Customs of the accuracy or completeness of

Earn (PAYE) Dispute	returns submitted in accordance with PAYE regulations.
Period of Insurance	The dates as shown on your schedule .
Policyholder, You, Your	<ul style="list-style-type: none"> a) The person or company who has paid the premium, is named in the schedule as the policyholder and rents the property to the tenant(s). b) The person or company authorised by mandate to act on the landlord's behalf.
Property	The property or properties stated on the schedule, owned by you and let to tenants for residential purposes only.
Prospects of Success	At least a 51% chance of you achieving a favourable outcome.
Rent	The monthly amount payable by the tenant to you , as set out in the tenancy agreement and shown in the schedule .
Rent Arrears	Money owed to you by a tenant under the tenancy agreement (less the deposit or balance of the deposit following sight of accounted receipts relating to dilapidations caused to the property by the tenant).
Schedule	The document which details your personal information for the purposes of this insurance and is attached to and forms part of this policy.
Standard Professional Fees	The level of costs that would normally be incurred by us in using an authorised professional of our choice.
Tenancy Agreement	<p>A residential tenancy agreement in writing between you and the tenant.</p> <p>In Northern Ireland, the agreement between you and the tenant to let the property must not be a Protected Tenancy, Statutory Tenancy or Protected Shorthold Tenancy.</p>
Tenant(s)	The individual(s) or company entitled to the tenancy of the property having received a tenant reference
Tenant Reference	<ul style="list-style-type: none"> 1. A credit check against the tenant and any guarantor, obtained from a licenced credit referencing company showing: <ul style="list-style-type: none"> a. No County Court Judgments in the past 3 years. b. No outstanding County Court Judgments. c. The tenant's financial ability to meet the rent commitment, or the guarantor's financial ability to meet the rent commitment if applicable. d. That it is appropriate in the circumstances following receipt of the outcome of the credit check to grant a tenancy agreement to the tenant. 2. Copies of two forms of identification, one of which must contain a photograph where the tenant is an individual.
Territorial Limits	The United Kingdom (meaning England, Scotland, Northern Ireland and Wales), Channel Islands and Isle of Man.
Terrorism	The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.
Time of Occurrence	The date upon which the event first became known.
Value Added Tax (VAT) Dispute	A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted.
We, Us, Our	Arc Legal Assistance Ltd and Royal & Sun Alliance Insurance Ltd.

Cover

We will provide the cover detailed in the Insured Events section of this policy, subject to the terms, conditions and limitations shown below or amended in writing by us during the **period of insurance**.

Insured Events

Breach of Tenancy Agreement	
What is Covered?	What is Excluded?
Costs to pursue the tenant if they have breached any of their obligations under the tenancy agreement .	<ol style="list-style-type: none">Any claim where the tenant has behaved anti-socially.Costs relating to interest on rent or service charges.

Pursuit of Rent Arrears	
What is Covered?	What is Excluded?
Costs to pursue rent arrears which began during the period of insurance .	<ol style="list-style-type: none">Costs relating to interest on rent or service charges.Any rent payable after you have recovered full and vacant possession of the property.

Eviction	
What is Covered?	What is Excluded?
Costs to evict anyone in the property without your permission.	

Legal Defence	
What is Covered?	What is Excluded?
Costs to defend civil legal action taken against you following any act or omission by you in relation to your ownership or management of the property .	

Rent Arrears Guarantee	
What is Covered?	What is Excluded?
<p>Costs for rent arrears owed by the tenant under the tenancy agreement and up to the claim limits, where an insured event occurs under 'Breach of Tenancy' and you are, where appropriate, pursuing legal action under this policy.</p> <p>Cover is subject to:</p> <ol style="list-style-type: none">A full month's rent being in arrears after deduction of the excess.The rent arrears guarantee only being payable until vacant possession has been gained.Rent arrears being paid at the rate of 1/30th of the rent for each continuous day in arrears.	

General Exclusions

- Costs** incurred:
 - In respect of any **event** where the **time of occurrence** commenced prior to the commencement of this insurance.

- b. Where **you** are aware of a circumstance that may give rise to a claim when purchasing this insurance.
 - c. Before **our** written acceptance of a claim.
 - d. Before **our** approval or beyond those for which **we** have given **our** approval.
 - e. Where **you** fail to give proper instructions in due time to **us** or to the **authorised professional**.
 - f. Where **you** are responsible for anything which in **our** opinion prejudices **your** case.
 - g. If **you** withdraw instructions from **or**, fail to respond to the **authorised professional**, withdraw from the legal proceedings or the **authorised professional** refuses to continue to act for **you**.
 - h. Where **you** decide that **you** no longer wish to pursue **your** claim as a result of disinclination. All **costs** incurred up until this stage will become **your** responsibility.
 - i. In excess of **our standard professional fees** where **you** have elected to use an **authorised professional** of **your** own choice.
2. Any claim if **we** consider it is unlikely a favourable settlement will be obtained, or where the likely settlement is disproportionate compared with the time and **costs** incurred.
 3. Claims where **you** fail to follow the advice or proper instructions of **us** or the **authorised professional**.
 4. Appeals where **you** have failed to notify **us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice.
 5. Any **costs** and expenses that could have been recovered under any other insurance or from a Trade Union, public body or employer.
 6. **Costs** arising from computer software tailored by the supplier to **your** own requirements.
 7. Legal action outside the **territorial limits**, and/or proceedings in constitutional, international or supranational courts or tribunals including the European Courts of Justice and the Commission and **Court** of Human Rights.
 8. Any dispute relating to written or verbal remarks which damage **your** reputation.
 9. Any disputes involving a contract of insurance.
 10. Any disputes with **us** not dealt with under the arbitration condition.
 11. An application for judicial review or any **costs** incurred in new areas of law or test cases.
 12. Any **costs** relating to **your** alleged dishonesty, deliberate or wilful act, omission or misrepresentation.
 13. Dilapidation claims which fall to be determined by way of the Small Claims Procedure in the County **Court** with respect to **property** situated in England, Wales, or Northern Ireland or in Scotland the Small Claims Procedure in the Sheriff **Court** of damage or loss of fixtures, furniture or equipment not referred to in an existing inventory signed by the **tenant** prior to or at the commencement of the **tenancy agreement**.
 14. Any amount in dispute less than £250 including VAT.
 15. The **tenant's** compensation payable by **you** following an Order of the **Court** or the terms of any settlement approved in writing by **us**.
 16. The **tenancy agreement** having been granted without first obtaining the requisite consent or licence.
 17. Payment or non-payment of service charges.
 18. An event which occurs within the first 90 days of the **period of insurance** where the **tenancy agreement** commenced before the **tenant reference** unless **you** had continuous legal expenses and **rent** guarantee insurance with another **insurer** in respect of the same **tenancy agreement** and the same **tenant** and there had been no claims reported under that insurance.
 19. Claims where the **tenancy agreement** commenced more than 31 days after the date of the **tenant reference**.
 20. Claims where **you** fail to provide evidence relating to a **tenant reference**.
 21. Disputes between **you** and **your** mortgage lender or **letting agent**.
 22. Disputes where the **tenant** is not aged 18 years or over.
 23. Claims if **you** or **your letting agent** have allowed the **tenant** into possession of the **property** prior to:

- a) The **tenancy agreement** being signed by all parties.
 - b) A **tenant reference** having been obtained.
 - c) All necessary statutory pre-grant notices to the **tenant** having been issued.
 - d) The first month's **rent** and the **deposit** having been received in cash or cleared funds.
 - e) The dilapidations inventory having been signed by the **tenant**.
24. Any claim where **you** or **your letting agent** gave any false or misleading information when applying for the **tenant reference** or for this insurance cover or where the **tenant** received a **tenant reference** subject to a **guarantor** and the **guarantor** was not correctly assigned to the **tenancy agreement**.
25. Any **costs** incurred in **rent** registrations or reviews, purchasing the freehold of the **property**, **rent** tribunals, land tribunals or rate tribunals unless defending action brought against **you** by the **tenant**.
26. **Rent Arrears** Guarantee claims unless **you** or **your letting agent** act promptly to gain vacant possession of the **property** and recover **rent arrears**.
27. **Rent Arrears** Guarantee claims where the **property** is not occupied for residential only purposes.
28. Claims where the dispute is not in relation to the **property**, the tenancy of the **property** or **your** actions as the landlord of the **property**.
29. Any claim that could've been accepted or rejected under a previous or new legal expenses policy for the reason of this policy being written on a different claims notification basis.
30. Any claim arising from or relating to a class action.
31. Any direct or indirect liability, loss or damage caused:
- a. to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
 - b. by computer viruses.
- This does not apply to legal proceedings connected with claiming compensation following **your** death or bodily injury.
32. Any claim or expense of any kind caused directly or indirectly by:
- a. ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
 - b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
33. Any loss or damage caused by any sort of war, invasion or revolution.
34. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
35. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **terrorism**.

Policy Conditions

Rent Arrears

1. If the **tenant** is claiming Housing Benefit, **we** will not pay **rent** until the outcome of the Housing Benefit claim is known. If the **tenant's** Housing Benefit claim is rejected, **we** will pay **rent** backdated to the date that **you** could first claim. There is no cover for any shortfall between the amount paid to the **tenant** as Housing Benefit and the **rent**.
2. If the **deposit** is more than the **excess**, **we** will pay **rent arrears** after deduction of the balance of the **deposit**. If the balance of the **deposit** is subsequently required to meet the cost of dilapidations this will be paid to **you**.
3. If **rent** is overdue **you** must contact the **tenant** within 7 days to establish the reason for the default.
4. If the **rent** is not paid within a further 7 days the **tenant** must be contacted again. If the **tenant** cannot be contacted, and it is lawful to do so, **you** must serve notice of a requirement to undertake an inspection and visit the **property** in accordance with **your** obligations within the **tenancy agreement**. **You** should contact the Legal Advice Helpline if **you** are unsure that such an inspection is lawful.

Deposit

You will inform **us** in writing of the allocation of the **deposit** and no deductions may be made from the **deposit** without **our** prior approval. The balance of the **deposit** after such approved deductions will be applied to reduce **rent arrears** which **you** may be entitled to claim from **us** under the terms of this policy. Such monies may not be utilised to discharge **your** liabilities in respect of the **excess** under this policy.

Notifying Us

If anything happens which could lead to a claim under this policy, **you** must let **us** know as soon as possible by submitting a claim form and providing **us** with all the information **we** may need. Until **you** have let **us** know about the claim and **we** have provided acceptance in writing, **we** will not be responsible for any **costs**, nor will **we** cover any **costs** that were incurred before **we** accepted the claim.

It's important to remember that **you** must notify claims directly to Arc Legal Assistance Ltd. Informing any of **our** Advice Helplines does not class as notification of a claim.

Claims Decision

The decision to accept **your** claim will take into account the advice of the **authorised professional**, as well as **our** own claims handlers. **We** may require, at **your** expense, an opinion of an expert or counsel on the merits of **your** claim. If the claim is subsequently admitted **your costs** in obtaining such an opinion and providing such advice will be covered under this insurance.

Your claim will be accepted if all of the following apply:

1. The position has not been prejudiced.
2. **We** have assessed **your** claim and deem it to have **prospects of success**.
3. It's likely a sensible settlement will be obtained and is proportionate with the time and **costs** incurred in dealing with **your** claim.
4. The event and action required are covered by this insurance under the Insured Events section. The event must have happened within the **territorial limits** and during the **period of insurance**.
5. **You** have kept to the terms and conditions of this policy and none of the exclusions listed under the General Exclusions section apply.

After receiving **your** claim or during the course of it **we** may find:

1. **Your prospects of success** are insufficient.

2. There is a more suitable course of action.
3. **We** cannot agree to the claim.

In these circumstances, **we** may not continue to support **your** claim and will tell **you** why in writing.

We may also limit the **costs** that **we** pay under the policy for **your** claim in the following circumstances:

1. **We** consider it is unlikely a sensible settlement will be obtained.
2. The likely settlement is disproportionate with the time and expenses necessary to achieve it.
3. There are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively, where it may cost **us** more to handle a claim than the amount in dispute **we** may, at **our** discretion, pay to **you** the amount in dispute which will represent full and final settlement under this policy providing **you** have complied with all terms and conditions.

If **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any **costs** incurred to date will become **your** own responsibility and will need to be repaid to **us**.

Representation

If **your** claim is accepted, **we** will take over and conduct the prosecution, pursuit, defence or settlement on **your** behalf. **We** will also select an **authorised professional** of **our** choice to act on **your** behalf.

If legal action is agreed by **us**, **you** can continue to use the **authorised professional we** have selected. However, **you** are also entitled to nominate an **authorised professional** of **your** choice, although this must be agreed with **us** in advance, confirmed in writing and **you** will be responsible for any **costs** in excess of **our standard professional fees**. **You** will need to satisfy **us** that **your** chosen representative has the appropriate experience and skills to represent **you**, and **you** shall have a duty to minimise the **costs** of legal action.

Any dispute arising from or in relation to the **authorised professional** shall be referred in arbitration in accordance with the policy conditions.

Conduct of Claim

1. It's important to co-operate with **us** at all times. **You** must give **us** and the **authorised professional** all the information and help required. This will include a truthful account of **your** case, any paperwork requested and information on all material developments.
2. **We** will have direct access to the **authorised professional** at all times. **We** shall also be entitled to obtain any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **you** shall give any instructions to the **authorised professional** which may be required for this purpose.
3. **You** or the **authorised professional** must notify **us** immediately in writing of any offer or payment into **court**, made with a view to settlement, and **you** must await **our** written agreement before accepting or declining any such offer.
4. **We** will not be bound by any promise or undertaking given by **you** to the **authorised professional** or by either of **you** to any **court**, witness, expert, agent or any other person without **our** agreement.

Due Care

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by **Us**.

Recovery of Costs

You should take all steps to recover **costs** charges, fees or expenses. If another person is ordered, or agrees, to pay **you** all or any **costs**, charges, fees, expenses or compensation **you** will do everything possible (subject to **our** directions) to recover the money and hold it on **our** behalf. If payment is made by instalments these will be paid to **us** until **we** have recovered the total amount that the other person was ordered, or agreed to pay by way of **costs**, charges or fees.

Fraud

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to the police or fraud prevention agencies. **We** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. In these circumstances, **you** will not be entitled to any refund of premium or benefit under the policy. **We** may also take legal action against **you** and inform the appropriate authorities.

Arbitration

Any dispute between **you** and **us**, which is not solved by either party, will be governed by the laws of England and Wales and will be referred to a single arbitrator. The arbitrator shall be a solicitor or barrister on whom **we** both agree. If **we** are unable to agree, one will be nominated by the Law Society. Where appropriate, the dispute will be resolved on the basis of written submissions, and the cost of resolving the dispute will be met in full by the party against whom the decision is made. The arbitrator shall have the power to apportion **costs** in the case that a decision is not clearly made against either party.

Royal & Sun Alliance Insurance Ltd Privacy Policy

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

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

You can also email **Us** at crt.halifax@uk.rsagroup.com

Arc Legal Assistance 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.arclegal.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** Privacy Statement, which is available to view on the website address detailed above.

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 bureaux, 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.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Cancellation

If **you** decide this policy does not meet **your** insurance needs, please return it to **your** agent within 14 days from the date of purchase. Providing that no claims have been made, **we** will refund **your** premium in full. **You** may cancel **your** policy at any time after the first 14 days by informing **your** agent, although no refund of premium will be payable.

We may at any time cancel **your** insurance by giving 14 days' notice in writing where there is a valid reason for doing so.

Act of Parliament

Any reference to an Act of Parliament within the policy shall include an amending or replacing Act, and also include equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **policyholder's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

Complaints Procedure

In the Event of a complaint arising under this insurance, **you** should in the first instance contact Arc Legal Assistance Ltd.



Write to **us** at:

Arc Legal Assistance
Limited
PO Box 8921
Colchester
CO4 5NE



Email **us** at:

customerservice@arclegal.co.uk



Call **us** on:

01206 615000

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This may also apply if **you** are insured in a business capacity. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0300 123 9 123

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

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

Royal & Sun Alliance Insurance Ltd is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Authorisation

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

General conditions – applicable to all sections of this insurance

Information you have provided

You must take reasonable care to provide accurate and complete answers to all the questions **you** are asked when **you** take out, make changes to, or renew this policy.

You must notify your administrator as soon as possible if any of the information in **your** policy documents is incorrect or if **you** wish to make a change to **your** policy.

If **you** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify **your** administrator of any incorrect information or changes **you** wish to make, **your** policy may not operate in the event of a claim, **we** may charge **you** an additional premium, **we** may not pay any claim in full or your policy could be invalid.

Changes that may affect **your** cover

You must tell **us** as soon as possible about any changes to the information **you** provided when **you** purchased or renewed this policy, for example:

- A change of address;
- Whether **you** or any member of **your family** be declared bankrupt, or are subject to other adverse financial history such as a CCJ or insolvency
- **You** are convicted of a criminal offence, excluding motor convictions

This is not an exhaustive list and any changes **you** tell **us** about may affect **your** cover or result in a change to **your** premium. If **you** are unsure whether a change may affect **your** cover, please contact **your** administrator.

Duty of Care

You must take actions to prevent loss or damage to **your property** and ensure that **your property** is maintained in a good state of repair. All protections installed for the protection of the **building** must be regularly maintained and be in use when the **building** is left unattended, or when any occupants have retired for the night.

Changes in Circumstances

You must notify **us** of any change in **your** circumstances and in particular the use of **your property**, the type of **tenant** occupying the **building**, unoccupancy, the cost of rebuilding **your property** or replacing **your landlord's contents**.

Unoccupancy

If the **buildings** as specified in the **schedule** will be left **unoccupied** or **tenants** will be away from the **property** for 14 days or more during the period 1st November to 31st March, **you** must immediately ensure that the gas and water system is turned off and drained at the mains, or any heating system in place must be set to maintain a continuous minimum temperature of 14 degrees Celsius.

Failure to comply with this condition may affect your ability to make a claim.

Notice of Building Works

You must notify **us** prior to the start of any conversions and extensions to any **buildings** specified in the **schedule**.

Contracts (Rights of Third Parties Act)

No person, company or entity who is not party to this **policy** shall have any rights to enforce any terms or conditions of this **policy**. This shall not affect the right or remedy of the third party that exists, or is available apart from this act.

Other Insurance

If **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of any claim.

Fraudulent / False Claims

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sending **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **you** caused deliberately or;
- acting dishonestly or exaggerating a claim

We;

- a) are not liable to pay the claim: and
- b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- c) may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid. The information may also be shared with the police and other insurers for fraud prevention purposes.

Arbitration/Mediation

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall either be a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this **policy**. This arbitration condition does not affect **your** rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of **your** claim being turned down, **we** will treat the claim as abandoned.

Claims Underwriting Exchange

We may use your personal information to prevent crime. In order to prevent crime **we** may: Share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass **your** personal information to the operators of these registers, including but not limited to information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers.

General exclusions – applicable to all sections of this policy

This Policy does not cover the following:

a) Radiation

Any direct or indirect consequence of:

- 1) irradiation or contamination by Nuclear Material; or
- 2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- 3) any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

b) War and Civil War

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

c) Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

d) Deliberate Act

loss or damage caused intentionally by **you**, or anyone working on **your** behalf.

e) Existing Damage

loss or damage occurring prior to the commencement of **your** insurance cover.

f) Sonic Pressure

loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.

g) Consequential Loss

Consequential loss as a result of any claim under this **policy**.

h) Wear and Tear

loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.

i) Electronic Data

Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this **policy**, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electrically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

j) Motor Vehicles

loss or damage caused to any motor vehicles (other than a private garden vehicle), caravans, trailers or watercraft and/or their accessories.

k) Domestic Pets

loss or damage caused by domestic pets, insects or **vermin**.

l) Contagious Disease

Notwithstanding any other provision herein, Your Policy does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

- i. Infectious or contagious disease;
- ii. any fear or threat of (a) above; or
- iii. any action taken to minimise or prevent the impact of (i) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Complaints procedure

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

Complaints regarding:

Sale of the policy

Please contact **your** agent who arranged the insurance on **your** behalf.

Claims Section 1 and 2

Davies Group Ltd
Customer Relations
PO Box 3097
Smithfield 2
Hanley
Stoke on Trent
ST1 3DH
Tel: **0344 856 2491**
Email: claims@davies-group.com

Claims Section 3

Kennedys,
6 Queen Street, Leeds, LS1 2TW
Tel: **0113 531 4496**
Email: ukg@kennedyslaw.com

In all correspondence please state that your insurance is provided by UK General Insurance Limited and quote scheme reference **05573I**

Following **our** complaints procedure does not affect **your** legal rights as a consumer. For further information **you** can contact the Citizens Advice Bureau or Trading Standards.

FINANCIAL OMBUDSMAN

If we have not completed our investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, **you** should do so within 6 months of receiving **our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financial-ombudsman.org.uk.

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

Tel: 0800 023 4567

Get in touch on line: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>

Regulatory Information

Financial Services Compensation

If Watford Insurance Company Europe Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

UK General Insurance Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as “**we/us/our**” in this notice. **Our** data controller registration number issued by the Information Commissioner’s Officer is **Z7739575**.

This information is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a **policy**.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance **policy** and meet **our** contractual requirements under the **policy**. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance **policy** through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance **policy**.

For specific types of insurance policies, for example when offering **you** a travel insurance **policy**, we may process some special categories of **your** personal data, such as information about **your** health.

We have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance **policy** with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General’s full privacy notice

You can get more information about this by viewing our full Privacy Notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Limited, 3 Carrwood Park, Selby Road, Swillington Common, Leeds LS15 4LG