



CIA LANDLORD'S INSURANCE POLICY BOOKLET



Dear Policyholder

Thank **You** for choosing Modus. 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.

GUIDE TO YOUR INSURANCE POLICY

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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
Buildings (if selected)	As per Your Schedule
Underground pipes and cables	£5000
Trace and access	£10,000
Selling your property (contracting purchasers' interest)	Included
Damage by emergency services	£25,000
Architects, surveyors and legal fees	Included
Capital additions	10% of the Buildings Sum Insured / 500,000
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	£500
Bees, wasp or hornet nest removal	£1,000
Removal of tenant debris following Damage	£25,000
Loss of or duplication of keys	£1,000
 Contents (if selected)	 As per Your Schedule
Temporary removal for cleaning or repair	up to 10% of the Contents Sum Insured
Replacement locks	£2,500
Alternative accommodation and storage	up to 20% of the Contents Sum Insured
Landlord's White Goods	£5,000
 Rent Receivable (Only applies when Buildings is selected)	 As per Your Schedule
Alternative accommodation or rent	up to 20% of the Buildings Sum Insured
Prevention of access as a result of insured Damage	Included
Ground rent	up to 10% of the Buildings Sum Insured
Automatic rent review	up to 100% of Sum Insured
 Property Owners Liability	 As per Your Schedule
Defective Premises Act 1972	Included
Health and Safety at Work Act 1974	Included
Data Protection Act 1988	Included
Corporate Manslaughter and Corporate Homicide Act 2007	Included
 Identity Fraud	 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.

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.

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.

Choice of law and jurisdiction

In the absence of any agreement to the contrary, the laws of England and Wales will apply and this **Policy** will be subject to the exclusive jurisdiction of the courts of England unless, at the beginning of the **Period of Insurance**, **You** are either:

- a) a resident of; or
- b) a **Business** with its registered office or principal place of business is situated in;

Scotland, Northern Ireland, the Channel Islands or the Isle of Man (in the absence of agreement to the contrary) the law of that country, crown protectorate or dependency will apply and this **Policy** will be subject to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency.

Trading sanction(s) restrictions

We shall not provide any cover under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

How to make a claim

If **You** need to make a claim under Sections 1 to 4 of this **Policy**, please first check **Your Policy** to make sure **You** are covered. **You** must then follow the instructions under the 'Claims – Action required by **You**' condition and the 'Claims – **Our** rights' condition under this **Policy**'s General conditions and, where applicable, further instruction under the relevant section(s) of this **Policy**.

24 Hour Claims Line: 0207 256 3102
 Address: Folgate Insurance Company Limited, 80 Leadenhall Street, London, EC3A 3DH
 Email: claims@folgateltd.com

Our claims helpline is open 24 hours a day, alternatively **You** can contact **Your** insurance broker who will help **Us** deal with **Your** claim quickly and fairly.

Telephone calls may be monitored and recorded.

What to do if You have a complaint

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly and **We** are committed to providing **You** with the highest standard of service at all times.

If at any time **You** have any concerns regarding sections 1 to 4 of **Your** contract of insurance, **You** should in the first instance refer to **Your** insurance broker.

The majority of complaints can be resolved quickly and satisfactorily by the department **You** are dealing with. It may be that **We** can resolve **Your** complaint over the telephone and **You** can contact the relevant department on 0207 256 3100.

Should **You** feel that **We** have been unable to offer **You** a resolve by telephone, please email **Us** at complaints@folgateltd.com or alternatively write to:

The Chief Operating Officer at Folgate Insurance Company Limited, 80 Leadenhall Street, London, EC3A 3DH.

Your complaint may require further investigation. If so, **We** will send **You** a written acknowledgment within 3 working days stating:

- How **Your** complaint will be handled
- Who will handle **Your** complaint
- What **You** need to do, if anything.

Your complaint will be investigated by one of **Our** trained staff and a detailed response will be sent to **You** within 8 weeks of **Us** receiving **Your** complaint. If **You** have any concerns in the meantime, **You** can contact the person identified on the acknowledgment letter. **Our** response will either:

- Accept **Your** complaint and offer some form of redress if necessary
- Reject the complaint giving full reasons for doing so
- Explain why **We** are not in a position to give **You** a final response and let **You** know when **We** expect to be able to provide it

If **You** are not satisfied with **Our** final response or if **We** have been unable to resolve it within 8 weeks, **You** may be eligible to refer **Your** complaint to the Insurance Division of the Financial Ombudsman Service who will independently consider **Your** complaint free of charge at:

Exchange Tower, Harbour Exchange Square, London, E14 9SR.

You can also contact them on 0800 023 4567 (free from a landline), 0300 123 9123 (free from some mobile phones) or email them at complaint.info@financial-ombudsman.org.uk. Website: www.financial-ombudsman.org.uk. Please note:

- a) **You** must refer **Your** complaint to the Financial Ombudsman Service within six months of the date of **Our** final response.
- b) The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that:
 - i. has an annual turnover of less than £6.5 million (or its equivalent in any other currency); and

- ii. a balance sheet total of less than £5 million (or its equivalent in any other currency) or fewer than 50 employees.

Using these services does not affect your right to take legal action.

General Information

Our agreement to insure

The insurance provided by this **Policy** has been arranged through Modus Underwriting Limited of 85 Gracechurch, London, EC3V 0AA.

Modus Underwriting Limited is an Appointed Representative of CFC Underwriting Limited who are authorised and regulated by the Financial Conduct Authority (FCA), with the Financial Services Register number of: 312848.

Modus Underwriting Limited has arranged the insurance provided under this **Policy** in accordance with the authorisation granted to it under a contract of delegated authority granted to it by **Us** (the reference of the delegated authority agreement(s) can be found in the **Schedule**).

This **Policy** is an insurance contract between **Us** and **You**.

Provided the premium (including the applicable insurance premium tax) has been paid by **You** in accordance with the terms of this **Policy**, **We** shall provide the insurance in accordance with the terms of this **Policy**.

Our regulatory status (in respect of Sections 1 to 4 only):

Folgate Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 202146.

Folgate Insurance Company Limited is incorporated in England and Wales with registration number 00011615. The registered office is located at 80 Leadenhall Street, London, EC3A 3DH.

The above can be checked and further details obtained from:

www.bankofengland.co.uk for the PRA, and

<https://register.fca.org.uk> for the FCA

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if in the unlikely event that **We** are unable to meet **Our** obligations under this **Policy**. If **You** were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this **Policy**.

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.

Financial Services Compensation Scheme

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

Data Protection

The privacy and security of **Your** personal data is very important to **Us** and will be properly managed with appropriate security measures in place.

We will collect and process data (including sensitive personal information) about any person insured under the **Policy** for its administration, the handling of claims and the provision of customer services, and **We** may share it with related entities and with trusted service providers and agents such as lawyers, as well as other parties such as anti-fraud databases, subject to proper instruction and control.

All data may be used by **Us** for generic risk assessment and modelling purposes but will not be used or passed to any other party for marketing products or services without **Your** express consent. All data provided by **You** about other people to be

insured, such as family, friends or other associates, must be with their permission. It is your responsibility to inform them about **Our** use of their personal data.

Data will not be retained for longer than necessary and unless it is further required for legal or regulatory reasons. **You** have a number of rights in relation to the data, including the right to request a copy of the information, to correct any inaccuracies and in certain circumstances to have it deleted. Data that may be transferred outside the European Economic Area will have equivalent protection.

For full information as to how data is processed, who it is shared with, how long it is kept or as to the exercise of any rights under any data privacy laws, please refer **Our** Privacy Policies available at <http://www.folgate ltd.com/privacy-policy-folgate-insurance/> and <http://www.modusunderwriting.com/privacy-cookie-policy.html>.

For a paper copy of **Our** Privacy Policies, **You** can contact **Us** by:

Email: data@folgate ltd.com

Post: 80 Leadenhall Street, London, EC3A 3DH

and

Email: sbanks@modusunderwriting.com

Post: Data Protection Officer, Modus Underwriting, 85 Gracechurch Street, London EC3V 0AA

If **You** are not satisfied with the way in which any personal data has been managed by **Us**, **You** may complain to the Information Commissioner's Office at:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, United Kingdom

Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate)

Email: casework@ico.org.uk

Contracts (Rights of Third Parties) Act 1999

Only **You** and **Us** can enforce the terms of this **Policy**. The Contracts (Rights of Third Parties) Act 1999 will not grant any additional rights under this **Policy** in favour of any third party.

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** 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

any loss or **Damage** caused by aircraft or other flying objects travelling at sonic or supersonic speeds.

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** 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. Date recognition

any loss or **Damage** caused by, contributed to or arising from the failure of computer and electronic equipment (including hardware and software) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any date as its true calendar date.

7. Cyber terrorism

- a) any loss or **Damage** caused by or contributed to, by, or arising from or occasioned by or resulting from:
 - i. the alteration, modification, distortion, corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part of it whether tangible or intangible (including but without limitation any information or programs or software); or
 - ii. any alteration, modification, distortion, erasure or corruption of data processed by any computer or other equipment or component or system or item;

whether your property or not, where the loss is caused by a **Virus or Similar Mechanism, Phishing or Hacking or Denial of Service Attack**; or

- b) any legal liability or financial loss or expense, including but not limited to consequential loss, caused by or contributed to by, or arising from or occasioned by or resulting from a **Virus or Similar Mechanism, Phishing or Hacking or Denial of Service Attack**.

8. Terrorism

any loss, **Damage**, cost or expense of any nature caused by, resulting from or in connection with:

- a) any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or
- b) any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

If any of the points above are found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action, law suit or other proceedings or where **We** state that any loss, **Damage**, cost or expense is not covered because of this exclusion it will be **your** responsibility to prove that they are covered.

9. Northern Ireland

We will not pay any claim where that claim is caused by, arises from, relates to or is contributed to by:

- a) any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or
- b) any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**; or
- c) riot, civil commotion and (except for **Damage** or interruption to the **Business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons; occurring in Northern Ireland

If any of the points above are found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action, law suit or other proceedings or where **We** state that any loss, **Damage**, cost or expense is not covered because of this exclusion it will be **your** responsibility to prove that they are covered.

10. 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**

11. 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 loss or **Damage** by a gradually operating cause or general wear and tear
- d) any loss or **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**.

12. Loss or Damage by contractors

any loss or **Damage** or liability arising out of the activities of contractors working for **You** or on **Your** behalf.

13. Property more specifically insured

any loss or **Damage** to **Property** more specifically insured by **You** or on **Your** behalf.

14. the **Excess** stated on **Your Schedule**.

15. Uninsured Property

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

- a) **Money**, 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) Building alterations, renovations, extensions or repairs
- f) land, piers, jetties, bridges, culverts or excavations, and
- g) livestock, growing crops or trees.

16. Gradually operating or inevitable causes

Damage to Property Insured 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
- c) Corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, chewing, vermin or insects
- d) Tearing, scratching, chewing or fouling by any pet or domesticated animal
- e) The action of light, cleaning, dyeing, renovating, altering, re-styling, repairing or restoring an item
- f) Change in temperature, colour, flavour, texture or finish, action of light

- g) Destruction of a building or structure, caused by its own collapse or cracking, and
- h) By delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority.

17. Illegal activities

any loss or **Damage** or liability arising from:

- a) the manufacture, cultivation, harvest or processing by any other method of drugs classed as a controlled substance under the Misuse of Drugs Act (1971), and
- b) Acts of fraud or dishonesty.

18. Unexplained loss

any loss or **Damage** arising from disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

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.

Some of the conditions below impose an obligation or obligations on You that require You to do, or not do, certain things; such conditions are referred to as a condition precedent. If You fail to carry out the obligation(s) (or part of an obligation) under a condition precedent We may, depending on the extent of the obligation(s):

- a) not pay the claim (or part of a claim), where the loss is attributable to Your failure to carry out the obligation(s) (or part of an obligation), and/or
- b) suspend the cover granted under this Policy:
 - i. from the date You failed to fulfil the obligation(s) (or part of an obligation),
 - ii. until You have fulfilled the obligation(s), if fulfilment is possible.

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. Disclosure and accuracy of information

You must take care to give accurate and complete information relating to the insurance provided by this Policy.

In addition to the statement of facts, You are required to disclose to Us information including material circumstances that fairly present the risks that are or would be insured under this Policy.

A fair presentation of the risks means that, in addition to answering the questions asked in the statement of facts, you must:

- 1) disclose to Us every material circumstance which You know or ought to know or, failing that, sufficient information to alert Us that We need to make further enquiries; and
- 2) make such disclosure in a reasonably clear and accessible manner; and
- 3) ensure that, in such disclosure, any material representation as to:
 - a) a matter of fact is substantially correct; and
 - b) a matter of expectation or belief is made in good faith.

A circumstance or representation is material if it would influence Our judgement (as a prudent underwriter) in determining whether to insure You and, if so, on what terms. If You are in any doubt as to the whether a circumstance or representation is material, then You should disclose it.

If You become aware that the information You have given to Us is inaccurate or incomplete or You have any particular concerns about any of the information You have provided or should provide, before or after the start date of this insurance as shown in the Period of Insurance, then You must advise Your insurance broker.

If the information You have given Us in relation to this insurance proves to be inaccurate or incomplete, then We may:

- a) amend the terms of this Policy, which may be applied as if they were already in place prior to any claim where the validity of that claim was impacted by the inaccurate or incomplete information, or
- b) reduce the amount We pay on a claim in the proportion the premium paid bears to the premium We would have charged You had the information not been inaccurate or incomplete, or
- c) treat this policy as if it never existed, which means no claims will be paid and the premium paid under it will be returned to You. This will only be done if this insurance would not have been provided.

If we establish that **You** deliberately or recklessly provided false or misleading information in relation to the insurance provided under this **Policy**, we will treat this insurance as if it never existed for the entire **Period of Insurance**, which means no claims will be paid and **We** will not return the premium. If this happens, **We** will advise **You** via **Your** insurance broker.

3. 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.

4. Cancellation of this Policy

- a) Cancellation during the first 14 days.

If the insurance provided under this **Policy** does not meet **Your** requirements and provided that no claim has been made under this **Policy** and **You** are not aware of any accident, incident or circumstance likely to give rise to a claim under this **Policy**, then **You** can cancel this **Policy** within 14 days of:

- i. the start date of this insurance as shown under the **Period of Insurance**, or
- ii. the date **You** received this **Policy**,

whichever is the later.

In exercising **Your** right to cancel in this way, **You** withdraw from this contract of insurance from the start date as stated in the **Period of Insurance** shown in the **Schedule**, **We** will return to **You** the premium paid.

You can do this by advising **Your** insurance broker and returning this **Policy** to **Your** insurance broker.

- b) Cancellation by **You**

You can cancel this **Policy** during the **Period of Insurance** by giving notice to **Your** insurance broker.

If **You** give such notice of cancellation, the amount of return premium the **We** will return to **You** will depend on:

- i. how long this **Policy** has been in force, and
- ii. whether a claim has been made under this **Policy** or there is a known potential claim or accident, incident or circumstance likely to give rise to a claim under this **Policy**.

If **You** cancel this **Policy** and a claim has not been made under this **Policy** and there is no known potential claim or accident, incident or circumstances likely to give rise to a claim under this **Policy**, **We** shall retain that proportion of the premium paid (including the applicable insurance premium tax) that relates to the period this **Policy** has been in force.

However, there will be no refund of premium:

- i. Where a claim has occurred in the current **Period of Insurance**
- ii. Where **Your Policy** is issued on a short-term basis, of less than one calendar year, no premium will be returned to you

- c) Cancellation by **Us**

We may cancel this **Policy** by giving **You** 30 days' written notice via **Your** insurance broker. The cancellation will take effect 14 days after the day **you** are notified of the cancellation and **We** shall return the premium paid for the unused **Period of Insurance** (other than in circumstances where **We** invoke the 'Disclosure and accuracy of information' General condition and/or the 'Fraud' General condition in this **Policy**).

Reasons **We** may cancel this **Policy** include:

- i. **You** do not co-operate or supply information or documentation that **We** request which materially affects **our** ability to process the **Policy** or **Our** ability to defend **Our** interests; or
- ii. following a survey at any of **Your** premises or sites **We** have required **You** to make risk improvements and **You** have not completed these within a reasonable period of time advised by **Us**; or
- iii. the premium has not been paid; or
- iv. threatening or abusive behaviour or the use of threatening or abusive language, intimidation or bullying of **Our** staff or suppliers; or
- v. the **Business** is wound up, carried on by a liquidator or permanently discontinued; or
- vi. **Your** interest ceases otherwise than by death; or
- vii. the information that **We** have used to form the basis on which cover and premium were offered changes.

In the event the extent of the change referred to in vii. above makes the risk unacceptable to **Us** and **We** cannot continue to insure **You** for any further period, **We** will cancel the **Policy** by giving **You** immediate notice via **Your** insurance broker. The cancellation will take effect on the day **You** are notified of the cancellation and **We** shall return the premium paid for the unused **Period of Insurance**.

5. 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.

6. Changes that You must tell Us about

If the information **You** have given us in relation to the insurance provided under this **Policy** changes or there is any change in or variance of the risk(s) before or during the **Period of Insurance**, it is a condition precedent to this insurance that you tell Us about any change or variance of the risk(s), such change or variance includes but is not limited to:

- a) change of address
- b) if any work is being done to the **Premises**, other than routine maintenance or decoration
- c) if **You** are prosecuted for or convicted of any offence (excluding motoring offences)
- d) if the **Premises** become **Unoccupied**, or
- e) if the occupancy or **Resident** type changes or if an eviction notice has been issued.

A change or variance of the risk(s) may result in:

- i. **Us** applying different terms; and/or
- ii. it being determined that **We** require a survey to be undertaken (see Surveys under General conditions); and/or
- iii. a claim not being paid (in whole or in part); and/or
- iv. it being determined that the **Policy** is no longer suitable to meet **Your** needs (see Cancellation of this Policy under General Conditions).

You must make a fair presentation of the risk(s) to **Us** if there is any change in or variance of the risk(s) before or after the start date of this insurance as shown in the **Period of Insurance**. An explanation of fair presentation of the risk(s) is shown under the Disclosure and accuracy of information Notice in this **Policy**.

7. Survey condition

This is a condition precedent to this insurance whereby if **We** require a survey(s) to be undertaken at the address shown in the **schedule**, any associated **business** address or any contract site as **We** may require then this survey requirement(s) will be advised to **you** before the start date of the insurance provided under this **Policy** as shown under the **Period of Insurance**.

In the event a survey is undertaken, the following shall apply:

1. the survey will be undertaken by **Our** authorised representative and arranged and paid for by **us**;
2. **You** shall cooperate with **Us** and/or **Our** authorised representative in respect of the survey(s);
3. in respect of the survey(s) and to the extent of the results of the survey(s), **We** may:
 - i) amend the terms of this **Policy**, which may include a payment by **You** of an additional premium. Such different terms, including the payment of any additional premium, shall apply on the date **you** are notified of the amended terms or at a later date if advised to **You**, in writing, by **Us**, and/or:
 - ii) require **You** to implement any requirements arising from the survey(s) as advised to **You** by **Us**;
 - iii) cancel the **Policy** with immediate effect should the survey reveal any information provided by **You** relating to this insurance proves to be inaccurate and/or incomplete.
4. **You** shall pay any additional premium and implement any requirements arising from the survey(s) within the timeframe, all as advised to **You** by **Us**.

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**.

Some of the conditions below impose an obligation or obligations on **You** that require **You** to do, or not do, certain things; such conditions are referred to as a condition precedent. If **You** fail to carry out the obligation(s) (or part of an obligation) under a condition precedent **We** may, depending on the extent of the obligation(s):

- a) not pay the claim (or part of a claim), where the loss is attributable to **Your** failure to carry out the obligation(s) (or part of an obligation), and/or
- b) suspend the cover granted under this **Policy**:
 - i. from the date **You** failed to fulfil the obligation(s) (or part of an obligation),
 - ii. until **You** have fulfilled the obligation(s), if fulfilment is possible.

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 proceedings:

- 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** prior written 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.

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 Insured**, 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

If, at the time of the **Damage**, there is any other insurance policy covering the same legal liability, **We** will only be responsible for **Our** proportionate share.

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

Where a claim falls to be dealt with under more than one section of this **Policy**, **We** agree that **You** will only be responsible for one **Excess** in respect of that claim.

If the **excess** differs per section of this **Policy**, **You** will be responsible to pay the higher amount.

7. Subrogation condition

We will be entitled to undertake in **Your** name or on **Your** behalf:

- a) the defence or settlement of any claim
- b) steps to enforce rights against any other party before or after payment is made by **us**.

Definitions

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

These meanings apply throughout **your 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** written consent.

3. **Bodily Injury**

Bodily injury including death or disease.

4. **Buildings**

The structure of the **Premises** including landlord's 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. **Computer System(s)**

A computer or other equipment or component or system or item which processes, stores, transmits or receives data.

7. **Contents**

Fixtures and fittings, including leaseholder's fixtures and fittings, furniture, furnishings, utensils and domestic appliances belonging to **You** or for which **You** are responsible as owner of the **Premises** and **Contents** in the common parts of the **Premises** to which all **Residents** have access.

Contents does not include:

- a) **Money**, jewellery, watches, furs, items or sets or collections of gold, silver or other precious metals
- b) photographic equipment (including video cameras and camcorders)
- c) curios, works of art, antiques, sculptures or rare books where the value of any one article exceeds £1,000 or
- d) stock and materials in trade
- e) **Property** and fixtures and fittings owned by the tenant

8. **Damage**

Accidental loss, destruction or damage.

9. **Data**

Any sort, including but not limited to, tangible or intangible data and any programs of software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, website or any information.

10. **Denial of Service Attack**

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or computer systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of those actions or instructions by other computer systems.

11. **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 working under **Your** control
- 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.

12. Endorsement

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

13. Excess

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

14. Floor Coverings

Materials used to cover entire floors within rooms and other internal areas of the **Premises** belonging to **You** or for which **You** are responsible as owner of the **Premises**.

15. Glass

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

16. Hacking

Unauthorised access to any computer system whether your property or not.

17. Heave

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

18. Indemnity Limit

The sum shown on **Your Schedule** which is the maximum amount **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 be the maximum amount **We** will pay in total for all events happening during any one **Period of Insurance**.

19. 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**.

20. Index Linking

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

21. Keys

Any device used to open a lock including but not limited to any electronic device key card or remote-control transmitter.

22. Landlord's White Goods

Any kitchen appliances that are not integral for which **You** are legally responsible.

23. Landslip

Movement of land down a slope.

24. 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, travellers' cheques, travel tickets, phone cards, gift tokens and VAT invoices belonging to **You**.

25. Period of Insurance

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

26. Phishing

Any access or attempted access to data or information made by means of misrepresentation or deception.

27. Policy

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

28. 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.

29. Premises

The part of the **Premises** at 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.

30. Property

Tangible property.

31. Property Insured

Property insured as shown on **Your Schedule**.

32. 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**.

33. Resident

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

34. Sanitary Fittings

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

 **Sanitary Fittings does not include:**
swimming pools, hot tubs and saunas.

35. Schedule

The document incorporated into **Your Policy** identifying, amongst other things, **You**, the **Premises** and the insurance cover **You** have purchased under this **Policy**, the **Period of Insurance**, premium (including the insurance premium tax), the **Sums Insured**, the **Indemnity Limit**, **Excess(es)** and other limitations.

36. Settlement

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

37. Subsidence

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

38. 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**.

39. Territorial Limits

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

40. 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.

41. The Insured

- a) **You**
- b) **Your** personal representatives in respect of legal liability **You** incur
- c) At **Your** request any director, partner, or **Employee** of **Yours**

Each indemnified party will be subject to the terms of this **Policy** so far as they apply.

42. Unoccupied

Where the **Premises** (or parts thereof) are wholly or mainly empty, unfurnished, not in use and/or untenanted for 60 consecutive days or more.

43. Virus or Similar Mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer systems, computer programs, **Data** or operations, whether involving self-replication or not. The definition of virus or similar

mechanism includes but is not limited to Trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

44. We, Us, Our, The Company

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

45. You, Your

The person, persons named on **Your Schedule**.

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 the **Buildings** at the **Premises** occurring during the **Period of Insurance** and caused by:

1. fire or lightning
2. explosion

We will not pay for Damage:

- a) caused by or consisting of the bursting by steam pressure of a boiler economiser or other vessel, machine or apparatus where internal pressure is due to steam only, that belongs to **You** or under **Your** control, unless it is used for domestic purposes only.

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** and shown on **Your Schedule**
- b) arising from stoppage of work
- c) caused by theft or attempted theft
- d) to any **Building** or portion thereof which is **Unoccupied**, or
- e) 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 any **Building** or portion thereof which is **Unoccupied**
- b) to **Property** in any **Building** or structure that cannot be locked
- 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) to any **Building** or portion thereof which is **Unoccupied**,
- d) that is attributable solely to a change in the water table level, or
- e) to walls (not forming part of the **Premises** structure), fences, gates or any 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) to any **Building** or portion thereof which is **Unoccupied**
- d) caused by freezing
- e) caused by the failure, wear and tear or lack of grouting or sealant

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) to any **Building** or portion thereof which is **Unoccupied**,
- b) caused by lopping, pruning or felling, or
- c) 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 **Buildings** 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 or the escape of water from any tank, apparatus or pipe.
- c) which commenced prior to the start of the **Period of Insurance**.
- d) to any **Building** or portion thereof which is **Unoccupied**,
- e) resulting from demolition, construction, structural alteration or repair of any **Property**, or
- f) resulting from groundworks or excavation at the **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) to any **Building** or portion thereof which is **Unoccupied**,
- c) any scratching
- d) any breakage in transit or while being fitted, or
- e) any breakage caused by workmen carrying out alterations or repairs to the **Premises**.

13. any other **Accidental Damage**

We will not pay for Damage:

- a) caused by 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
- b) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment where the breakdown or derangement originates
- c) to swimming pools, ornamental ponds and fountains, tennis courts, other hard courts, drives patios, terraces, walls, gates, fences, patios, terraces, paths, drives, yards, car parks, car ports, roads, pavements, service tanks and central heating fuel storage tanks, or
- d) 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. The maximum amount **We** will pay for any one claim under this extension is £5,000.

2. European Union and public authorities

- We** will pay the additional and necessary cost of the reinstatement of any **Damage** to the **Property Insured** incurred solely to comply with European Community 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) reasonable costs of clearing the site and making it and the **Buildings** safe after **Damage** covered under this Section

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:

- a) any newly acquired and/or newly erected **Buildings** or **Buildings** in course of erection; or
- b) 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 10% of the **Buildings Sum Insured** or £500,000, whichever is the lesser, at any one location.

We will not pay for:

- a) any **Property** for which a building contractor is responsible
- b) any appreciation in value to the **Buildings**.

5. Removal of debris

We will pay costs and expenses necessarily incurred by **You** for:

- a) removing debris from the site of the **Premises** and the area immediately adjacent
- b) dismantling and/or demolishing, or
- c) shoring up or propping of the portion or portions of the **Property**

following **Damage** insured by this Section. **Our** liability under this extension and in respect of any **Damage** insured by this Section will not exceed its' **Sum Insured**.

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 this Section up to and including the date the sale completes.

We will not pay for:

- a) if the **Premises** is insured under any other policy
- b) **Damage** after the sale has been completed, or
- c) any amount greater 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 under this extension is £10,000 for any one claim.

9. Workmen

- 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.

10. 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.

11. 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**.

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 £500 for any one claim or a maximum of £5,000 in total for all claims during the **Period of Insurance**.

13. Removal of nests

- We** will pay the costs reasonably and necessarily incurred with **Our** consent in respect of removing bees, wasps and/or 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.

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

We will not pay for:
any costs that are recoverable by **You**.

15. Theft of or duplication of Keys

- We** will pay the reasonable cost of replacement locks and **Keys** in respect of doors and windows for which **You** are responsible and which are necessary to maintain the security of the **Premises** due to:

- a) theft from the building, registered office or from your home or the home of or any principal, director, partner or employee authorised to hold such keys
- b) theft when the keys are in the personal custody of you or any principal, director, partner or employee authorised to hold such keys
- c) reasonable evidence that the keys have been duplicated by an unauthorised person.

The maximum amount **We** will pay is £1,000 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 liability

The maximum amount payable in respect of any Item insured under this Section is the **Sum Insured** stated on **Your Schedule** for each Item or as otherwise stated in this Section.

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 Insured** subject to the following conditions:

- a) if **Property Insured** 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 Insured** 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 Insured** 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 Insured** 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 for:**

- 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 Insured**
- 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 clause.

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

The following is a condition precedent in respect of any **Premises** that are **Unoccupied**:

- a) **You** must tell **Us** as soon as possible that the **Building** or any portion thereof is **Unoccupied** and when any **Building** or portion thereof becomes re-occupied;
- b) **You** must tell **Us** of any **Damage** to the **Unoccupied Building** whether the **Damage** is insured or not;
- c) **You** or **Your** authorised representative must:
 - i. ensure all the main services are turned off or disconnected (except the electricity supply to maintain any fire or intruder alarm system); or
 - ii. as an alternative to c) i. above, leave the main services turned on to the keep the central heating system working at a minimum temperature of 15°C during the period starting 1st October and ending 31st March each year provided always that outside of this period c) i. above will apply;
 - iii. carry out a thorough inspection of the **Building** at least once a week and carry out any work necessary to maintain the security of the **Building** as soon as possible;
 - iv. remove all refuse and waste materials from the **Building** following such inspection;
 - v. ensure the **Building** is secured against any unlawful entry;
 - vi. secure the **Building** and put all protective locking devices and any alarm protection into effective operation;
 - vii. implement any additional protections that **We** may require within the timescale **We** specify;
 - viii. maintain a written record of inspections undertaken as required by c) iii. above.

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** and **Floor Coverings** insured at the **Premises** occurring during the **Period of Insurance** and caused by:

1. fire or lightning
2. explosion

We will not pay for **Damage**:

- a) caused by or consisting of the bursting by steam pressure of a boiler economiser or other vessel, machine or apparatus where internal pressure is due to steam only, that belongs to **You** or under **Your** control, unless it is used for domestic purposes only.

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
malicious persons or vandals

We will not pay for **Damage**:

- a) to **Property** in the open unless otherwise agreed by **Us** and shown on **Your Schedule**
- b) arising from stoppage of work
- c) caused by theft or attempted theft
- d) to any **Building** or portion thereof which is **Unoccupied**, or
- e) that is caused by **Your Employees, Residents** or any other persons lawfully at **Your Premises**, unless specified by **Endorsement** on **Your Schedule**.

6. theft or attempted theft

We will not pay for **Damage**:

- a) to moveable **Property** in the open
- b) to **Property** in any outbuilding detached from the main **Building** or garage at the **Premises**
- c) to television, video, audio equipment and computers
- d) to **Property** in any **Building** or structure that cannot be locked
- e) to any **Building** or portion thereof which is **Unoccupied**, or
- f) caused by **Your Employees, Residents** or any other persons lawfully in **Your Premises**, unless specified by **Endorsement** on **Your Schedule**.

7. 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) to any **Building** or portion thereof which is **Unoccupied**
- d) that is attributable solely to a change in the water table level, or
- e) to moveable **Property** in the open or in open sided structures.

8. 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, or
- c) to any **Building** or portion thereof which is **Unoccupied**.

9. 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) to any **Building** or portion thereof which is **Unoccupied**
- b) caused by lopping, pruning or felling, or
- c) to fences or gates.

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

We will not pay for Damage:

- a) 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.
- b) which commenced prior to the start of the **Period of Insurance**
- c) to any **Building** or portion thereof which is **Unoccupied**
- d) resulting from demolition, construction, structural alteration or repair of any **Property**, or
- e) resulting from groundworks or excavation, at the **Premises**.

11. any other **Accidental Damage**

We will not pay for:

- a) **Damage** to ornamental ponds and fountains,
- 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 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**.
The maximum amount **We** will pay is 10% of the **Sum Insured** for this section.

2. 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**.

We will not pay for:

- a) loss of metered water, electricity, gas and heating oil under more than one section of **Your Policy**

3. Alternative accommodation costs

- We will pay** for costs reasonably and necessarily incurred with **Our** consent in respect of comparable alternative accommodation 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, or
- b) alternative accommodation costs under more than one section of **Your Policy**

4. Landlord's White Goods

- We will pay for Damage** caused by any of the insured perils to **Landlord's White Goods** belonging to **You** as the landlord whilst they are at the **Premises** for the sole use of **Residents**.
The maximum amount **We** will pay is £5,000 for all claims in total during any one **Period of Insurance**.

Conditions

The following Conditions apply to this Section.

1. Index Linking

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

2. Limit of liability

The maximum amount payable in respect of any Item insured under this Section is the **Sum Insured** stated on **Your Schedule** or as otherwise stated in this Section.

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 Insured** being lost, destroyed or damaged, subject to the following conditions:

- a) if **Property Insured** is lost or destroyed, **We** will pay to 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 Insured** 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 Insured** 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 Insured** 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 Insured**
- 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 clause.

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 is a condition precedent in respect of **Premises** that are **Unoccupied**:

- a) **You** must tell **Us** as soon as possible that the **Building** or any portion thereof is **Unoccupied** and when any **Building** or portion thereof becomes re-occupied;
- b) **You** must tell **Us** of any **Damage** to the **Unoccupied Building** whether the **Damage** is insured or not;
- c) **You** or **Your** authorised representative must:
 - i. ensure all the main services are turned off or disconnected (except the electricity supply to maintain any fire or intruder alarm system); or
 - ii. as an alternative to c) i. above, leave the main services turned on to the keep the central heating system working at a minimum temperature of 15°C during the period starting 1st October and ending 31st March each year provided always that outside of this period c) i. above will apply;
 - iii. carry out a thorough inspection of the **Building** at least once a week and carry out any work necessary to maintain the security of the **Building** as soon as possible;
 - iv. remove all refuse and waste materials from the **Building** following such inspection;
 - v. ensure the **Building** is secured against any unlawful entry;
 - vi. secure the **Building** and put all protective locking devices and any alarm protection into effective operation;

- vii. implement any additional protections that **We** may require within the timescale **We** specify;
- viii. maintain a written record of inspections undertaken as required by c) iii. above.

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 result of **Damage** insured under Section 1 - **Buildings**.

The amount **We** will pay will be:

- a) the amount by which the **Rent Receivable** during the **Indemnity Period**, as a direct result of **Damage**, 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 in 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 the **Sum Insured** shown on **Your Schedule**.

Extensions

Any loss in respect of **Rent Receivable** as insured by this Section is extended to include:

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's charges

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

The maximum amount **We** will pay is £2,500 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 **The Insured** against all sums which they become legally liable to pay for compensation and claimants' costs and expenses in respect of:

- a) accidental **Bodily Injury**
- b) **Accidental Damage to Property**

We will not pay for:

- a) **Accidental Damage to Property** belonging to **You** or in **Your** charge or under **Your** control or that of any **Employee**

- c) accidental obstruction, trespass, nuisance or interference with any easement of air, light, water or way, or
- d) 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:

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

Our liability in respect of all claims arising from **Pollution or Contamination** which is deemed to have occurred during the **Period of Insurance** will not exceed the **Indemnity Limit** shown on **Your Schedule** for all claims in total during the **Period of Insurance**.

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 **The Insured** under this Section 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:

- a) the cost of rectifying any **Damage** or defect to the **Premises** or land disposed of, or
- b) 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 **The Insured** is entitled to indemnity under this Section **We** will provide compensation at the following daily rates:

- a) £250 for **You** or any of **Your** directors or partners, and
- b) £250 for any **Employee**.

4. Worldwide personal liability

We will subject to the terms of this Section indemnify **The Insured** or his or her spouse/civil partner during temporary visits anywhere in the world in connection with the **Business**.

We will not pay for liability arising from:
The Insured owning or occupying land or **Buildings** or carrying on any trade or profession.

5. Health and Safety at Work etc. Act 1974

We will indemnify **The Insured** 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 **The Insured**, 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**.

6. 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**.

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.

7. Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **The Insured** against all costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, as a result of any death occurring during the **Period of Insurance**, in circumstances where there is also a claim or potential claim against **The Insured**, 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 implementing any remedial order or publicity order
- c) costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- d) costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- e) costs and expenses insured by any other policy
- f) costs and expenses of any investigation or prosecution brought other than under the laws of the **Territorial Limits**.

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 of:
 - i. any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation, or
 - ii. any vessel or craft (other than hand propelled boats)
- 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.
- 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.

Section 5 – Identity Fraud

This insurance 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. Two of the main conditions to this insurance are that:

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:

Adviser	Our panel solicitor, their agents, or other appropriately qualified person, firm or company appointed by Us to act for You .
Advisers' Costs	Reasonable legal fees incurred by the Adviser up to the hourly rate shown in Our fee scale ruling at the time the Adviser is instructed and disbursements essential to Your case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against You and paid on the standard basis of assessment.
Data Protection Legislation	The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the Insured Event .
Disclosure Breach	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.
Identity Fraud	A person or group of persons knowingly using a means of identification belonging to You without Your knowledge or permission with intent to commit or assist another to commit an illegal act.
Insured Event	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. For the purposes of the Maximum Amount Payable , only one Insured Event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.
Insurers	AmTrust Europe Limited.
Legal Action	The pursuit of civil legal cases for damages or injunctions.
Maximum Amount Payable	The maximum payable in respect of an Insured Event . Identity Fraud: £25,000 any one claim
Period of Insurance	The period of insurance shown in the insurance schedule.
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a specialist panel solicitor or their agents
Territorial Limits	The United Kingdom.
We/Us/Our	Arc Legal Assistance Limited who administer claims under this insurance on behalf of the Insurers .
You / Your	The individual or organisation shown in the insurance schedule as the policyholder and defined in the Tenancy Agreement as the 'Landlord' who has paid the premium and been declared to Insurers . If You die Your personal representatives will be covered to pursue cases covered by this insurance on behalf of You that arose prior to Your death.

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

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 adviser.

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.
 - Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - Attempt recovery of costs from third parties.
- In the event of a dispute arising as to **Advisers' Costs**, **We** may require **You** to change **Adviser**.
- Insurers** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- 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**.

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

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

The Financial Ombudsman Service contact details are:

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

Compensation

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

Authorisation

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.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.



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For more information on the Financial Conduct Authority, visit <http://www.fca.org.uk/>