

LANDLORDS LET RESIDENTIAL INSURANCE POLICY

Website: www.letalliance.co.uk

Let Alliance is a trading name of Barbon Insurance Group Limited which is authorised and regulated by the Financial Conduct Authority for insurance distribution. Registered in England and Wales, registered number 03135797. Registered Office: Hestia House, Edgewest Road, Lincoln, LN6 7EL

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Welcome to Your Let Property Insurance Policy

Your Insurers

This insurance is arranged by Let Alliance Insurance and underwritten by the following insurers:

For Section 1 & Section 2 of cover:

- Buildings insurance
- Landlords Contents insurance

This policy is underwritten by ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited. ERGO UK Specialty Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register no 435184. Great Lakes Insurance UK Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register no 955859.

For Section 3 of cover:

- Home Emergency for Landlords insurance

This policy is administered by 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.

Let Alliance is a trading name of Barbon Insurance Group Limited, which is authorised and regulated by the Financial Conduct Authority for insurance distribution. Firm Reference Number 308724

Your Cover

This insurance is designed to provide cover for **Your Buildings** and **Landlords Contents** against accidental loss or damage.

The parties have entered into this contract in good faith and understand their respective obligations. There are General Conditions contained in this **Policy** on page 26 as well as other obligations and conditions that are important to **Us** and which **We** rely upon **You** to comply with.

With regard to the events that culminate in a loss, **We** will not rely on a breach of an obligation / condition to decline a claim where **You** can prove that the breach could not have increased the risk of the type of loss, which actually occurred in the circumstances in which it occurred.

The **Policy** defines what is covered (see Sections 1 to 3 on pages 10 - 41 and sets out the extent of cover together with obligations and exclusions specific to the cover. If **You** do need to make a claim under Section 1 and/ or 2 the **Policy**, details of what is required is set out in pages 31 – 34.

General Exclusions applying to the **Policy** are set out in pages 28 -31. We will not pay a claim if an exclusion(s) is applicable.

The General Definitions at pages 6- 9 provide the meaning to words and phrases wherever they appear in the **Policy**. You will see words in bold which highlight that for the purposes of this **Policy** they are a definition.

The **Schedule** attaching to this **Policy** will set out the period of this insurance and specify the **Sum Insured**. The **Schedule** may also contain clauses additional to the Policy wording that **We** have imposed placing additional obligations/ conditions on **You** and/or varying coverage. The terms of those clauses will be attached to the **Policy** in the form of an endorsement.

In the unlikely event **You** feel that **You** need to make a complaint concerning this insurance **You** will find our complaints procedure on pages 42– 43.

It is strongly recommended that **You** read the **Policy** including the **Schedule** and any endorsements to ensure that the cover meets with **Your** requirements and **You** are able to comply with the terms, otherwise **You** should immediately advise Let Alliance to request any variation to the cover or terms. **We** will then decide whether or not to agree to a variation of the **Policy**. However, the terms of the Policy will remain unaltered unless **We** have agreed to a variation in writing.

Privacy Notice

The privacy and security of **Your** personal information is very important to **Us**. Details are on pages 45 – 46.

Cancellation

How to cancel this insurance

To cancel this insurance (before, during or after the “cooling off period”) please give **Us** notice via Let Alliance or in writing to **Our** address as stated in **Your Schedule**.

Cooling off period

You have a statutory right to cancel **Your Policy** within fourteen (14) days from the day of purchase or renewal of the **Policy** or the day on which **You** receive **Your Policy** or the renewal documentation, whichever is later.

If **You** wish to cancel and the **Policy** has not yet commenced, **You** will be entitled to a full refund of the **Premium** paid. Alternatively if **You** wish to cancel and the **Policy** has already commenced, provided **You** have not made a claim and there hasn’t been an incident that could give rise to a claim, **You** will be entitled to a refund of the **Premium** paid, less a proportional deduction for the time **We** have provided cover as stated in “Return of **Premium**” below.

If **You** do not exercise **Your** right to cancel **Your Policy**, it will continue in force and **You** will be required to pay the **Premium**.

After the cooling off period

For cancellation outside the statutory cooling off period **You** can cancel this **Policy** at any time. If **You** cancel this **Policy** after the cooling off period, **We** will pay **You** a refund of any **Premium** paid less a deduction in respect of the time for which **You** have been covered as stated in “Return of **Premium**” below.

Our right to cancel this insurance

We may cancel this **Policy** where there is a valid reason by giving **You** thirty (30) days’ notice in writing by letter or email to **Your** last known address. If **We** cancel this **Policy**, **We** may pay **You** a refund of any **Premium** paid as stated in “Return of Premium” below.

Reasons **We** may decide to cancel **Your Policy** include if:

- a) there is reasonable suspicion of fraud or where there has been misrepresentation of material information and/or other non-disclosure;
- b) the information that forms the basis of this contract changes;

- c) **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;
- d) the **Premium** has not been paid;
- e) threatening or abusive behaviour or the use of threatening or abusive language, intimidation or bullying of **Our** staff or suppliers.

Cancellation – instalment payments

If **You** pay **Your Premium** by direct debit and there is any default in payment **We** may then cancel this **Policy** and a refund or credit of **Premium** may not be due when cancellation takes place in these circumstances.

Return of Premium

If **You** have made a claim, there has been an incident which could give rise to a claim or there is reasonable suspicion of fraud **We** will not return any **Premium**.

If this **Policy** is cancelled, provided **You** have not made a claim and there hasn't been an incident that could give rise to a claim, **We** will return the **Premium** stated in the **Schedule** less a deduction for the time for which **You** have been covered on a proportional basis (for example, if **You** have been covered for 6 months, the deduction for the time **You** have been covered will be half the annual **Premium**).

Changes to Your Policy

We have the right to change the terms of **Your Policy** and / or **Premium**, by giving **You** not less than 60 days prior notice of the change taking effect.

Governing Law and Jurisdiction

The parties to a contract of insurance are free to choose the law and jurisdiction applicable to that contract. In the absence of any agreement to the contrary stated on the **Schedule**, the laws of England and Wales will apply and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

General Interested Party

The interest of the freeholder, mortgagees, shared owners of the **Buildings** (if it is not **You**) or other interested parties is noted, the extent of such interest to be disclosed in the event of loss.

Definitions

The following definitions have the same meaning wherever they appear in **Your Policy** or **Schedule** and are highlighted in bold.

Accidental Damage

Damage that is unexpected and unintended caused by something sudden and which is not deliberate.

Buildings

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

Computer systems

The words **Computer System** shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned or operated by **You** or any other party.

Consequential Loss

Any other costs that are directly or indirectly caused by the event, which led to **Your** claim unless specifically stated in this **Policy**. For example, the cost of mobile phone calls following the theft of the phone.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

The words **Cyber Incident** shall mean:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Cyber Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Data Processing Media

Any property insured by this **Policy** on which **Data** can be stored but not the **Data** itself.

Defined Peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons,

theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe, leakage of oil from any fixed heating installation or impact by any road vehicle or animal.

Endorsement

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

Excess

The first amount of any claim for which **You** are responsible. The excess only applies if shown in the **Schedule**.

Landlords Contents

Household goods and furnishings, appliances, televisions not exceeding £750 in value (but not satellite and cable receiving equipment and aerials) for which **You** are responsible and contained within the **Buildings** but excluding **Valuables**, wearing apparel and pedal cycles.

Period of Insurance

The period of time this Policy is effective as shown in **Your Schedule** or until cancelled. Each renewal represents the start of a new **Period of Insurance**.

Policy

The **Policy** incorporates this policy wording, **Your Schedule**, **Endorsements** and all terms and conditions of **Your** insurance contract with **Us**.

Policy Franchise

The claim limit below which no claim payment is made. If the claim amount is above this limit then the claim will be paid in full subject to any applicable **Excess**. The policy franchise only applies if shown on the **Schedule**.

Pollution

- a) Pollution or contamination by naturally occurring or man- made substances, forces, and organisms, including, but not limited to,
- (i) any actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material or device, whether or not related in any way to any act of **Terrorism**, and
 - (ii) the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory; and
- b) all loss, damage or injury directly or indirectly caused by pollution or contamination as stated in a) above.

Premium

The agreed amount payable by **You** by Direct Debit/ Credit Card/ Debit Card each month or annually in order that cover remains in force under the terms and conditions of this **Policy**.

Schedule

The document which provides specific details of the insurance cover in force including **Your** name and the **Buildings** address, **Period of Insurance**, the **Premium** and the sections of this **Policy** that apply.

Sum Insured

The amount as shown in **Your Schedule** and being the maximum amount **We** will pay in the event of any claim on this **Policy**.

It is noted that the **Sum Insured** for **Buildings** identified in the **Schedule** should include the value at risk of the **Buildings** including an allowance for **Removal of Debris, European Retained and/or Assimilated Legislation and Public Authorities, Architects Surveyors Legal and Consulting Engineers Fees**.

Tenancy Agreement

- a. A tenancy agreement, in writing, made between **You** and the **Tenant**, which is:
 - i. an Assured Shorthold Tenancy Agreement, within the meaning of the Housing Acts 1988 and 1996; or
 - ii. A Short Assured Tenancy or an Assured Tenancy as defined in the Housing (Scotland) Act 1988; or
 - iii. A Private Residential Tenancy as defined in the Private Housing (Tenancies) (Scotland) Act 2016; or
 - iv. Standard Occupation Contract as defined in the Renting Homes (Wales) Act 2016
 - v. A Company Residential Tenancy (Company Let) created after 28th February 1997 where the **Tenant** is a public limited company (plc) or limited company (Ltd), or its equivalent outside of England and Wales but within the territorial limits and the **Buildings** are let purely for residential purposes of the **Tenant**'s employees and their families.
- b. Any other residential tenancy as agreed by **Us** in writing.
- c. In Northern Ireland, the agreement between **You** and the **Tenant** to let the **Buildings** must not be a:
 - i. Protected Tenancy; nor a
 - ii. Statutory Tenancy within the meaning of the Rent (NI) Order 1978; nor a
 - iii. Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983; nor a
 - iv. Tenancy agreement in which the tenant is a limited company; nor a
 - v. Tenancy agreement or lease of a commercial premises.

Tenant

A person occupying **Your Buildings** by virtue of a **Tenancy Agreement**.

Territorial Limits

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

Terrorism

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

Uninsurable Risks

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

Unoccupied

The **Building** is deemed as unoccupied when it is not lived in by a **Tenant**. Unoccupancy is deemed to start from the date the last **Tenant** vacated the **Building**, which may pre-date the inception of this cover.

Valuables

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

We/Our/Us/Insurer

- (i) Great Lakes Insurance UK Limited; and
- (ii) ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited

You/ Your/ Yours

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

Your Agent

Let Alliance Limited who **You** purchased the **Policy** from.

Section 1 – Buildings Cover

This section only applies when shown in **Your Schedule**. Please also see the Conditions and Exclusions section of the **Policy**.

We will cover **Your Buildings** against accidental loss or damage, which is over the **Policy Franchise** limit and subject to any section **Excesses** as stated in the **Policy** and/or **Schedule**. If an **Excess** has been applied then there is no lower claim limit however, the **Excess** amount will be deducted from the claim payment. Please refer to **Your Schedule** for confirmation of the **Policy Franchise** and **Excess** limits.

What is covered

What is not covered

- | | |
|--|--|
| 1. Fire, smoke, explosion, lightning, or earthquake. | <ul style="list-style-type: none">• Loss or damage caused by smoke from air pollution. |
| 2. Storm or flood. | <ul style="list-style-type: none">• Loss or damage caused by frost.• Loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts.• Loss or damage caused by rising water table levels.• The Excess shown on Your Schedule. |
| 3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes. | <ul style="list-style-type: none">• Loss or damage whilst the Buildings are Unoccupied for 90 or more days in a row.• Loss or damage to the apparatus and/or pipes from which water or oil has escaped.• Loss or damage caused by gradual emission.• The Excess shown on Your Schedule. |
| 4. Theft or attempted theft caused by violent and forcible entry or exit from the Buildings . | <ul style="list-style-type: none">• Loss or damage caused by You, any Tenant or person lawfully on the Buildings.• Loss or damage whilst the Buildings are Unoccupied for 90 or more days in a row. An Excess of £250 is applied if the Buildings are Unoccupied for 45 or more days in a row.• Loss or damage caused by deception unless deception is used solely to gain entry to Your Buildings. |

Section 1 – Buildings (continued)

What is covered

What is not covered

- | | |
|--|--|
| 5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them. | |
| 6. Riot, civil commotion, labour and political disturbances. | |

- | | |
|-----------------------------------|--|
| 7. Malicious damage or vandalism. | <ul style="list-style-type: none"> • Loss or damage whilst the Buildings are Unoccupied for 90 or more days in a row. • By You, any Tenant or person lawfully on the Buildings. |
|-----------------------------------|--|
-
- | | |
|--|---|
| 8. Subsidence or heave of the site beneath the Buildings or landslip. | <ul style="list-style-type: none"> • An Excess of £1,000 (unless stated otherwise in the Schedule). • Loss or damage caused by erosion of the coast or riverbank. • Loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the main building is damaged at the same time. • Loss or damage caused by structural repairs, alterations, demolitions or extensions. • Loss or damage arising from faulty or defective workmanship, designs or materials. • Normal settlement, shrinkage or expansion. • Loss or damage that originated prior to the commencement of this insurance. • Loss or damage caused by the movement of solid floors unless the foundations beneath the floor are damaged at the same time and by the same cause. • Loss or damage to Buildings caused by the action or by the reaction of sulphate with any material, which forms part of the Buildings. |
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Section 1 – **Buildings** (continued)

What is covered

9. Damage caused by falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.

What is not covered

- Loss or damage caused by maintenance to trees.
- Loss or damage to gates and fences.
- Loss or damage to aerials, dishes and masts.

10. **Accidental Damage** to fixed glass, sanitary fixtures and ceramic hobs forming part of the **Buildings**.

- Loss or damage whilst the **Buildings** are **Unoccupied** for 90 or more days in a row.
- Loss or damage caused by chipping, denting or scratching.
- Loss or damage to ceramic hobs in free-standing cookers.
- Malicious loss or damage caused by **You**, any **Tenant** or any person lawfully in the **Buildings**.

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

- Loss or damage due to wear and tear or gradual deterioration.
- Loss or damage caused by faulty materials, design,

Expenses incurred by You for finding and clearing a blockage in a sewer pipe in the Buildings .	workmanship or as a consequence of any alterations, renovations or repairs.
12. Loss of rent and / or cost of alternative accommodation incurred by You as a result of the Buildings becoming uninhabitable following loss or damage caused by Perils 1 to 9 of this Section.	<ul style="list-style-type: none"> Any amount in excess of 20% of the buildings Sum Insured. Losses incurred in any period exceeding 12 months from the date that the Buildings became uninhabitable, unless stated otherwise in the Schedule. Any loss once the damaged part of the Buildings becomes habitable.
13. Increased metered water charges incurred by You resulting from an escape of water covered under Peril 3 of this Section.	Any amount in excess of £750 in any Period of Insurance .
14. Expenses incurred by You as a result of removal of debris; compliance with Government or Local Authority requirements; architects' and surveyors' fees incurred in the reinstatement of the Buildings following loss or damage caused by Perils 1 to 9 of this Section.	<ul style="list-style-type: none"> Any fees charged in the preparation of a claim. Costs for complying with requirements You were notified of before the loss or damage.

Section 1 – **Buildings** (continued)

What is covered	What is not covered
15. Expenses incurred by You in locating the source and subsequent making good of damage following loss or damage caused by Peril 3 or Peril 11 of this Section.	<ul style="list-style-type: none"> Any amount in excess of £25,000. Loss or damage to the apparatus from which water or oil has escaped.
16. Damage to the Buildings following necessary access to deal with a medical emergency or prevent damage to the Buildings	<ul style="list-style-type: none"> Loss or damage that is already covered under the Tenant's own contents Policy.
17. Purchasers Interest If You have contracted to sell the Buildings and the purchasers have not insured the Buildings before completion, the purchaser will have the contractual right to benefit from Perils 1 to 11 of this Section between exchange of contracts and completion of the sale provided that the purchaser completes the purchase.	
18. Landlords' Legal Liability We will indemnify You for all sums for which You are legally liable to pay as compensation for accidental death or	<ul style="list-style-type: none"> a. Bodily injury or death to any person who is engaged in Your service, or is a member of Your family or household. b. Damage to property under Your custody or

injury to any person, or loss or damage to third party property in the **Territorial Limits** occurring during the **Period of Insurance** and arising directly as a consequence of **Your** ownership of the **Buildings**, including defence costs and expenses incurred with **Our** prior consent.

This **Policy** includes **Your** legal liability for damages **You** are legally liable to pay which results from the ownership of any property previously owned by **You** and insured by **Us** which arise under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 for injury

control.

- c. Arising out of any profession, occupation or business other than through private letting of the **Buildings**.
- d. Arising out of the ownership, possession or operation of:
 - i. any mechanically propelled vehicle other than a private garden vehicle operated within **Your Buildings**.
 - ii. any power-operated lift.
 - iii. any aircraft or watercraft.
 - iv. a caravan whilst being towed.
 - v. any dogs designated as dangerous under the Dangerous Dogs Act 1991
- e. Any responsibility or liability arising from **You** owning any property or land other than the **Buildings**.

Section 1 – Buildings (continued)

What is covered

to a third party or loss or damage to third party property arising from a defect including defence costs that **We** have agreed in writing to pay.

Our liability to **You** for all compensation payable by **You** to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause will not exceed £5,000,000 unless stated otherwise in the **Schedule** as the Limit of Indemnity for Landlord's Legal Liability.

What is not covered

- The cost of rectifying or replacing defective work.
- Arising out of Pollution.
- If **You** are entitled to indemnity under any other insurance.
- Any cost or expense not agreed by **Us** in advance in writing
- Legal liability, which is assumed by **You** under agreement unless such liability would have arisen in the absence of that agreement.

19. Employers' Liability

We will indemnify **You** for all sums that **You** become legally liable to pay as damages and claimant's costs and expenses in respect of death, bodily injury, illness or disease sustained by any gardener, porter, caretaker, cleaner or other domestic employee arising out of the course of their employment by **You** in connection with the maintenance, care or upkeep of the **Buildings** during the **Period of Insurance**. **Our** liability shall not exceed £10,000,000 in respect of any

- a) one claimant; or
- b) number of claimants,

- Any liability in respect of injury, illness or disease sustained by anyone in **Your** employment other than a gardener, porter, caretaker, cleaner or other domestic employee.
- Liability for death, bodily injury, illness or disease caused when any employee is being carried in, or is entering into or alighting from, any vehicle in circumstances where insurance or security is required under any road traffic legislation.
- Legal liability, which is assumed by **You** under agreement unless such liability would have arisen in the absence of that agreement.
- Any claim or other proceedings against **You** lodged or prosecuted in a court outside the **Territorial Limits**.
- Liability arising from any business or profession of **You**

arising out of any one event including all costs and expenses.

Our liability to **You** under this peril arising out of **Terrorism** will not exceed £5,000,000 (including all costs and expenses) in respect of any one claim arising out of any one event.

- (except for the purpose of letting out the **Buildings**).
- Liability for death of, bodily injury to, or illness or disease of any member of **Your** family.

Additional Cover

This section only applies when shown in **Your Schedule**. Please also see the Conditions and Exclusions sections of the **Policy**.

We will cover **Your Buildings** against accidental loss or damage, which is over the **Policy Franchise** limit and subject to any section **Excesses** as stated below. If an **Excess** has been applied then there is no lower claim limit however, the **Excess** amount will be deducted from the claim payment. Please refer to **Your Schedule** for confirmation of the **Policy Franchise** and **Excess** limits.

What is covered

20. Malicious Damage or theft caused by the **Tenants** to the **Buildings** in addition to perils 1 to 11 of this Section

What is not covered

- Loss or damage caused by **Uninsurable Risks**.
- Loss or damage caused by vermin; insects or domestic pets.
- Loss or damage whilst the **Buildings** are **Unoccupied** for 90 or more days in a row. An **Excess** of £250 applies if the **Buildings** are **Unoccupied** for 45 or more days in a row.
- Cost of normal maintenance.
- Loss or damage caused by wet or dry rot; faulty workmanship or design.
- Loss or damage as a result of any building alterations, renovations or repairs.
- Loss or damage by any peril listed elsewhere in Section 1 – Buildings Cover and which is specifically excluded under that section.
- Any amount recoverable from the **Tenant** up to the total amount of the initial deposit (proof of the deposit paid by the **Tenant** must be submitted in the event of a claim).
- Any loss or damage which is insured by a policy held by the **Tenant**.
- Loss of rent and / or cost of alternative accommodation incurred by **You** as a result of the **Buildings** becoming uninhabitable following loss or damage caused by this Peril.

21. **Accidental Damage** to the **Buildings** in addition to the perils 1 to 11 of this Section.

- Loss or damage caused by **Uninsurable Risks**.
 - Loss or damage caused by vermin; insects or domestic pets.
-

- Loss or damage whilst the **Buildings** are **Unoccupied** for 90 or more days in a row. An **Excess** of £250 applies if the **Buildings** are **Unoccupied** for 45 or more days in a row.
 - Cost of normal maintenance.
 - Loss or damage caused by wet or dry rot; faulty workmanship or design.
 - Loss or damage as a result of any building alterations, renovations or repairs.
 - Loss or damage by any peril listed elsewhere in Section 1 – Buildings Cover and which is specifically excluded under that section.
 - Any amount recoverable from the **Tenant** up to the total amount of the initial deposit (proof of the deposit paid by the **Tenant** must be submitted in the event of a claim).
 - Any loss or damage, which is insured by a policy held by the **Tenant**.
 - Loss of rent and / or cost of alternative accommodation incurred by **You** as a result of the **Buildings** becoming uninhabitable following loss or damage caused by this Peril
-

Conditions that apply to section 1 - Buildings

Basis of Claims Settlement

In the event of loss or damage to the **Buildings** during the **Period of Insurance** due to any of the perils of this Section, **We** will pay **You**:

- i) the **Cost of Reinstatement** of the **Buildings** provided that reinstatement or replacement takes place in accordance with the Reinstatement Conditions set out below,
- ii) Where reinstatement or replacement of the **Buildings** does not take place in accordance with i) above for any reason whatsoever the **Alternative Basis of Settlement Condition** will apply.

We will not pay for the cost of replacing or repairing any undamaged part(s) of the **Buildings** which forms part of a pair, set, suite or part of a common design. **We** will not reduce the **Sum Insured** under this Section following a claim provided that **You** agree to carry out **Our** recommendations to prevent further loss or damage.

Reinstatement Conditions

- i) **Our** liability for the repair or replacement of **Buildings** damaged in part only shall not exceed the amount which would have been payable had such property been wholly lost or destroyed.
- ii) No payment beyond the amount which would have been payable under the Alternative Basis of Settlement Condition below shall be made:
 - a) unless reinstatement commences within 12 months of damage occurring unless otherwise agreed by **Us**;
 - b) until the **Cost of Reinstatement** shall have been actually incurred;

- c) if the **Buildings** at the time of the damage shall be insured by any other insurance effected by **You** or on **Your** behalf, which is not upon the same basis of reinstatement.

Subject always to **Our** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**. Full details of the **Policy Franchise / Excesses** that apply to **Your Policy** will be stated within **Your Schedule**.

Alternative Basis of Settlement Condition

If reinstatement of the **Buildings** does not take place **We** agree that if, during the **Period of Insurance**, the **Buildings** sustain damage due to any of the perils of this Section, **We** will pay **You**, whichever is the lesser of:

- i) the cost to reinstate, repair or replace such property or any part of it less an appropriate deduction for depreciation wear and tear, or
- ii) the diminution in market value of the **Buildings**,

Subject always to **Our** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

Average Clause

It is **Your** responsibility to ensure that at all times the **Buildings Sum Insured** reflects the total cost of reinstatement and associated fees.

If at the time of damage to the **Buildings**, the **Cost of Reinstatement** which would have been incurred in reinstatement if the whole of the property had been destroyed exceeds the **Sum Insured** then **You** shall be considered as being **Your** own insurer or the difference between the **Sum Insured** and the sum representing the **Cost of Reinstatement** of the whole of the property and shall bear a rateable proportion of the loss accordingly.

The **Excess** shall not be reduced in the event that the Average Clause applies to **Your** claim.

If the Alternative Basis of Settlement Condition is applied, this Average Clause is amended to:

In the event that the **Sum Insured** shall, at the commencement of damage, be less than the value of the property covered, then the amount payable by **Us** shall be proportionately reduced.

Definitions

Cost of Reinstatement means:

- i) the rebuilding or replacement of property lost or destroyed which provided **Our** liability is not increased may be carried out:
 - a. in any manner **You** and **We** agree;
 - b. on another site agreed by both **You** and **Us**;
- ii) the repair or restoration of property damaged,

in either case to a condition and design equivalent to or substantially the same as but not better or more extensive than its condition when new as long as the **Buildings** are maintained in a good state of repair and they are insured for the full cost of reinstatement including an allowance for **Removal of Debris, European Retained and/or Assimilated Legislation and Public Authorities, Architects Surveyors Legal and Consulting Engineers Fees**. If the **Buildings** have not been maintained in a good state of repair, **We** will make a deduction for wear and tear or gradual deterioration.

Removal of Debris means costs and expenses necessarily incurred by **You** with **Our** consent in:

- a) removing debris;
- b) dismantling and/or demolishing;
- c) shoring up or propping of the portions of the **Buildings**;

- d) clearing drains sewers and gutters at the **Buildings**;
as a result of damage hereby insured against.

We will not pay for any costs and expenses:

- i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
- ii) arising from **Pollution** of property not insured by this Section.

European Retained and/or Assimilated Legislation and Public Authorities means such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Retained and/or Assimilated Legislation (or any transitional or replacement legislation enacted by the UK Government in connection with the departure of the UK from the EU and/ or any subsequent trade arrangement between the UK and the EU); or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye Laws of the government or any public authority (hereafter referred to as the 'Stipulations'),

which governs the construction, alteration and reinstatement of buildings.

Excluding:

- a) the cost incurred in complying with the Stipulations:
 - i) in respect of damage occurring prior to the granting of this **Policy**;
 - ii) in respect of damage not insured by this Section;
 - iii) under which notice has been served upon **You** prior to the happening of the damage;
 - iv) for which at the time of damage there is an existing requirement which has to be implemented within a given period;
 - v) in respect of property entirely undamaged by any peril hereby insured against.
- b) the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen.
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

Architects Surveyors Legal and Consulting Engineers Fees means the reasonable cost of employing architects, surveyors, lawyers and consulting engineers in the reinstatement or repair of the **Buildings** consequent upon its damage but not for preparing any claim.

Section 2 – Landlords Contents

This section only applies when shown in **Your Schedule**. Please also see the Conditions and Exclusions sections of the **Policy**.

We will cover **Your Landlords Contents** against accidental loss or damage, which is over the **Policy Franchise** limit and subject to any section **Excesses** as stated in the **Policy** and/or **Schedule**. If an **Excess** has been applied then there is no lower claim limit however the **Excess** amount will be deducted from the claim payment. Please refer to **Your Schedule** for confirmation of the **Policy Franchise** and **Excess** limits.

What is covered

What is not covered

- | What is covered | What is not covered |
|--|--|
| 1. Fire, smoke, explosion, lightning, or earthquake. | Loss or damage caused by smoke from air pollution. |
| 2. Storm or flood. | <ul style="list-style-type: none">• Landlords Contents in the open.• Loss or damage caused by frost.• Loss or damage caused by rising water table levels.• The Excess shown on Your Schedule. |
| 3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes. | <ul style="list-style-type: none">• Loss or damage whilst the Buildings is Unoccupied for 90 or more days in a row.• Loss or damage to the apparatus and/or pipes from which water or oil has escaped.• Loss or damage caused by gradual emission.• The Excess shown on Your Schedule. |
| 4. Theft or attempted theft caused by violent and forcible entry or exit from the Buildings . | <ul style="list-style-type: none">• Loss or damage caused by You, any Tenant or person lawfully in the Buildings.• Loss or damage whilst the Buildings are Unoccupied for 90 or more days in a row. An Excess of £250 is applied if the Buildings are left Unoccupied for 45 or more days in a row.• Any amount in Excess of £500 in respect of Landlords Contents contained within detached domestic outbuildings and garages.• Loss or damage of any item whilst in the open. |

What is covered	What is not covered
5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.	
6. Riot, civil commotion, labour and political disturbances.	
7. Malicious damage or vandalism.	<ul style="list-style-type: none"> • Loss or damage whilst the Buildings are Unoccupied for 90 or more days in a row. • Loss or damage caused by You, any Tenant or person lawfully in the Buildings.
8. Subsidence or heave of the site beneath the Buildings or landslide.	<ul style="list-style-type: none"> • An Excess of £1,000 (unless stated otherwise in the Schedule). • Loss or damage caused by erosion of the coast or riverbank. • Loss or damage caused by structural repairs, alterations, demolitions or extensions. • Loss or damage arising from faulty or defective workmanship, designs or materials. • Normal settlement, shrinkage or expansion. • Loss or damage that originated prior to the commencement of this insurance. • Loss or damage caused by the movement of solid floors unless the foundations beneath the floor are damaged at the same time and by the same cause. • Loss or damage to Buildings caused by the action or by the reaction of sulphate with any material which forms part of the Buildings.
9. Damage caused by falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.	<ul style="list-style-type: none"> • Loss or damage caused by maintenance to trees. • Loss or damage to aerials, dishes and masts.
10. Cost of alternative accommodation incurred by You , as a result of the Buildings becoming uninhabitable following loss or damage caused by Perils 1-9 of this Section.	<ul style="list-style-type: none"> • Any amount in excess of 20% of the buildings Sum Insured on the Landlords Contents. • Any loss once the damaged part of the Buildings becomes habitable.

What is covered

What is not covered

<p>9. Damage caused by falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.</p>	<ul style="list-style-type: none"> • Loss or damage caused by maintenance to trees. • Loss or damage to aerials, dishes and masts.
<p>10. Cost of alternative accommodation incurred by You, as a result of the Buildings becoming uninhabitable following loss or damage caused by Perils 1-9 of this Section.</p>	<ul style="list-style-type: none"> • Any amount in excess of 20% of the buildings Sum Insured on the Landlords Contents. • Any loss once the damaged part of the Buildings becomes habitable.
<p>11. Costs in respect of replacement locks for external doors to the Buildings if the Your keys are lost or stolen.</p>	<ul style="list-style-type: none"> • Any amount exceeding £1,000. • Thefts not reported to the Police.
<p>12. Legal liability to the public</p> <p>We will indemnify You for all sums for which You are legally liable to pay as compensation for accidental death or injury to any person, or loss or damage to third party property occurring during the Period of Insurance and arising directly as a consequence of Your ownership of the Landlords Contents in the Territorial Limits, including defence costs and expenses incurred with Our prior consent.</p> <p>Our liability to You for all compensation payable by You to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause will not exceed £5,000,000</p>	<ul style="list-style-type: none"> • Bodily injury or death to any person who is engaged in Your service, or is a member of Your family or household. • Damage to Buildings under Your custody or control. • Arising out of any profession, occupation or business other than through private letting of the Buildings. • Arising out of the ownership, possession or operation of: <ul style="list-style-type: none"> a) any mechanically propelled vehicle other than a private garden vehicle operated within Your Buildings; b) any power operated lift; c) any aircraft or watercraft; d) a caravan whilst being towed; e) any dogs designated as dangerous under the Dangerous Dogs Act 1991. • Arising out of Pollution • The cost of rectifying or replacing defective work. • If You are entitled to indemnity under any other insurance. • Any cost or expense not agreed by Us in advance in writing. • Legal liability, which is assumed by You under agreement unless such liability would have arisen in the absence of that agreement.

Additional Cover

This section only applies when shown in **Your Schedule**. Please also see the Conditions and Exclusions on page sections of the **Policy**.

We will cover **Your Landlords Contents** against accidental loss or damage, which is over the **Policy Franchise** limit and subject to any section **Excesses** as stated below. If an **Excess** has been applied then there is no lower claim limit however the **Excess** amount will be deducted from the claim payment. Please refer to **Your Schedule** for confirmation of the **Policy Franchise** and **Excess** limits.

What is covered

13. **Accidental Damage** or malicious damage caused by **Tenants** to the **Landlords Contents** contained within the **Buildings** in addition to those perils as listed in Perils 1 to 9 of this Section.

What is not covered

- Loss or damage if previously specifically excluded from cover.
- Loss or damage caused by normal wear and tear.
- Loss or damage caused by vermin, insects, fungus or atmospheric or climatic conditions.
- Loss or damage caused by cleaning or making repairs; or alterations.
- Loss or damage caused by pets.
- Loss or damage whilst the **Buildings** are **Unoccupied** for 90 or more days in a row.
- Loss or damage as a result of mechanical or electrical breakdown.
- Any amount recoverable from the **Tenant** up to the total amount of the initial deposit (proof of the deposit paid by the **Tenant** must be submitted in the event of a claim).
- Any loss or damage, which is insured by a policy held by the **Tenant**.
- Cost of alternative accommodation incurred by **You**, as a result of the **Buildings** becoming uninhabitable following loss or damage caused by Perils 1-9 of this Section.

Conditions that apply to Section 2 – Landlords Contents

Inflation Protection

The **Sum Insured** for **Landlords Contents**, as shown in **Your Schedule**, will be automatically reviewed each year on the renewal date of the Policy and adjusted for inflation based on the Consumer Durables section of the Retail Price Index.

Your Premium will be automatically adjusted to take account of any increase in the **Landlords Contents Sum Insured**. **We** will not reduce **Your Landlords Contents Sum Insured** even if the index moves down, unless **You** ask **Us** to.

Basis of Claims Settlement

In the event of loss or damage to **Your Landlords Contents** covered under the **Policy**, **We** will replace the damaged **Landlords Contents** as new provided that the **Sum Insured** is at least equal to the cost of replacing all the **Landlords Contents**. At **Our** option, **We** may either pay the cost of replacing the lost or damaged item as new or pay the cost of repairing the item. However, we will not pay more than the cost of an equivalent replacement.

The maximum **We** will pay under this Section 2 is the **Sum Insured** for **Your Landlords Contents** as stated in the **Schedule**.

It is **Your** responsibility to ensure that at all times the **Landlords Contents Sum Insured** reflects the total cost of replacement as new.

We will not pay for the cost of replacing or recovering or remodelling any undamaged item(s) of the **Landlords Contents** just because it forms part of a pair, set, suite or part of a common design. If an item in a set is lost or damaged, the other pieces of the set may lose some value, even if they have not been physically damaged themselves. This loss of value is not covered by the **Policy**.

Deductions will also be made to household linen for wear and tear.

We will not reduce the **Sum Insured** under this Section following a claim provided that **You** agree to carry out **Our** recommendations to prevent further loss or damage.

In the event of a claim **We** reserve the right to request a valuation or recent evidence of value or proof of purchase before any claim payment is made.

Full details of the **Policy Franchise** and **Excess** that applies to **Your Policy** will be stated within **Your Schedule**. If a **Policy Franchise** applies to **Your Policy** any claim below this amount will not be paid and any claim above this amount will be paid in full subject to **Policy** terms and conditions and any **Excess** that applies to certain sections of this **Policy**. If the **Policy Franchise** does not apply to **Your Policy** then **Your Excess** will be stated in **Your Schedule**.

Further, claims will only be considered if **Your Premium** has been paid from the commencement of this insurance, up to and including the month in which the claim occurred and there are no outstanding payment defaults.

Average Clause

If the **Landlords Contents Sum Insured** at the time of loss or damage, is less than the actual cost of replacing all the **Landlords Contents** as new, the amount payable shall be proportionally reduced by reference to the shortfall in the **Sum Insured**.

The **Excess** shall not be reduced in the event that the above provision is applied to **Your** claim.

General Conditions – applicable to Sections 1 and 2 of this Policy

Information Provided by You

In deciding to accept this insurance and in setting the terms and **Premium**, **We** have relied on the information **You** have given **Us**. Please refer to “How to amend this insurance” below.

At the commencement of the **Period of Insurance** or at the subsequent renewal of the **Policy**, **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete including any presentation(s) to **Us** on **Your** behalf.

If the information **You** provide is not accurate and complete **Your Policy** may not cover **You** fully, or at all.

How to amend this insurance

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform Let Alliance as soon as reasonably practicable. If **You** need to change the information **You** have given Let Alliance because a mistake has been made or if that information changes at any time, please contact Let Alliance as soon as reasonably practicable on becoming aware of that mistake or change.

Changes in Circumstances

You must notify **Your Agent** immediately of any change in **Your** circumstances and in particular the use of **Your Buildings**; the type of **Tenant** occupying the **Buildings**; the cost of rebuilding **Your Buildings** or replacing **Your Landlords Contents**.

REMEMBER – failure to notify **Us** of changes may affect any claim **You** make.

When **You** make a change to **Your Policy** or tell **Us** about a change to the information **You** have given **Us**, **We** or Let Alliance will write to **You** if **We**:

- need to amend the terms of **Your** insurance; or
- require **You** to pay more for **Your** insurance.

Advice of Unoccupancy

It is a condition precedent to liability under the **Policy** that **You** must notify **Your Agent** if the **Buildings** become regularly left unattended for 90 days or more, in a row and in any single period. It is required if the **Buildings** or any part thereof is left **Unoccupied** for 30 days or more:

- 1) the **Buildings** must be inspected every 14 days by a professional managing agent and a detailed record must be maintained for **Our** inspection on request showing the dates visited, who attended and observations made
- 2) all services to the **Buildings** or the untenanted part of the **Buildings** are to be turned off at the mains except electricity where needed to maintain a security system
- 3) all letter boxes and other openings must be securely sealed
- 4) the premises must be adequately secured against unauthorised access at all times.

Renewal of this insurance

When **Your Policy** is due for renewal, Let Alliance will contact **You** at least twenty-one (21) days before the **Period of Insurance** ends with full details of **Your** next year's **Premium** and **Policy** terms. **Your Policy** will be on an auto renewal basis unless **You** tell **Us** otherwise. If **You** do not want to renew the **Policy**, please contact Let Alliance.

Occasionally, **We** may not be able to offer to renew **Your Policy**. If this happens, **We** will write to Let Alliance at least twenty-one (21) days before the expiry of **Your Policy** to allow enough time for **You** to make alternative insurance arrangements.

Duty of Care

You must take actions to prevent and reduce any costs, damage, injury or loss and ensure that **Your Buildings** are maintained in a good state of repair. All protections installed for the protection of the **Buildings** must be regularly maintained and be in use when the **Buildings** are left unattended or when any occupants have retired for the night.

Arbitration

Where **We** have accepted a claim but the amount to be paid is in dispute the matter will be referred to an independent arbitrator acceptable to the parties involved.

Multi-Property Policy

It is understood and agreed that each **Buildings**, as listed in **Your Schedule**, is deemed to be covered as though separately insured.

Notice of Building Works

You must notify **Your Agent** prior to the start of any conversions and extensions to any **Buildings** specified in the **Schedule**. **We** reserve the right to amend cover or any of the terms, conditions and exclusions of this **Policy** during the period of building works.

Our Rights after a claim

We have the right to take over and conduct in **Your** name the defence or settlement of any claim. **We** may take action in **Your** name at **Our** expense and for **Our** benefit in order to recover from others any payment made under this **Policy**.

General Exclusions – applicable to Sections 1 and 2 of this Policy

We will not cover loss or damage or liability arising outside of the **Territorial Limits** unless specified to the contrary within **Your Policy**.

- **Radiation**

We will not indemnify **You** against loss, damage, cost or expense or Consequential Loss directly or indirectly caused by or contributed by or arising from;

- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- v) any chemical, biological, bio-chemical, or electromagnetic weapon.

- **War**

We will not indemnify **You** against loss, damage, cost, expense or **Consequential Loss** in respect of any loss, cost or expense directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

- **Terrorism**

We will not indemnify **You** against loss, damage, cost or expense or **Consequential Loss** directly or indirectly caused by or arising out of or in connection with **Terrorism** or any loss, damage, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

If **We** allege that by reason of this exclusion, any loss, damage, cost or expense or liability is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- **Nuclear Energy Risks**

We will not indemnify **You** in respect of Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy**, Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

1. nuclear reactors and nuclear power stations or plant;
2. any other premises or facilities whatsoever related to or concerned with:

- the production of nuclear energy or
 - the production or storage or handling of nuclear fuel or nuclear waste
3. any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

- **Deliberate Act**

We will not indemnify **You** against loss, legal liability or damage caused intentionally by **You** or anyone working on **Your** behalf.

- **Existing Damage**

We will not indemnify **You** against loss or damage occurring prior to the commencement of **Your Policy**.

- **Sonic Pressure**

We will not indemnify **You** against loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.

- **Consequential Loss**

We will not indemnify **You** against **Consequential Loss** as a result of any claim under this **Policy**.

- **Wear and Tear**

We will not indemnify **You** against loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.

- **Cyber and Data**

1. Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** excludes any:

- i. **Cyber Loss**, unless subject to the provisions of paragraph 2;
- ii. Loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, this **Policy** covers physical loss or physical damage to **Buildings** under this **Policy** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.

3. Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, should **Data Processing Media** owned or operated by **You** suffer physical loss or physical damage insured by this **Policy**, then this **Policy** will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this **Policy** excludes any amount pertaining to the value of such **Data**, to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled.

4. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5. This exclusion supersedes and, if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on **Cyber Loss, Data** or **Data Processing Media**, replaces that wording.

- **Due Care**

We will not indemnify **You** against **Your** legal liability caused by or arising out of the deliberate, conscious or intentional disregard of **Your** obligation to take all reasonable steps to prevent bodily injury or loss of or damage to **Buildings**.

- **Motor Vehicles**

We will not indemnify **You** against loss or damage caused to any motor vehicles (other than a private garden vehicle), caravans, trailers or watercraft and/or their accessories.

- **Pollution**

We will not indemnify **You** against loss, damage or expense directly or indirectly caused by or contributed by or arising from **Pollution**.

- **Asbestos**

We will not indemnify **You** against any loss or damage or **Your** legal liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss.

- **Disease**

We will not indemnify **You** against any loss, damage or **Consequential Loss** in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

Disease, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.

How do I make a claim under my Policy?

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

Your claim will be managed from within our dedicated insurance claims team supported on certain occasions by a professional loss adjusting firm and/or a specialist services company to ensure **Your** claim is settled for the correct amount as quickly as possible.

How to make a claim

Contact:

MPL Claims Management Ltd

The Octagon,

27 Middleborough,

Colchester,

Essex, CO1 1TG

Email: ergo@mplclaims.com

Telephone : **0345 0600014**

Claims procedure and conditions – applicable to Sections 1 and 2 of this Policy

The following Claims Conditions 1 to 5 are conditions precedent to **Our** liability under this **Policy**. If **You** do not comply with these conditions **We** shall be entitled to refuse indemnity under this **Policy**:

You shall:

1. notify **Us** as soon as reasonably practicable, but in any event within 30 days of discovery of an occurrence that may give rise to a claim under this **Policy**;
2. take all practicable steps to recover property lost and otherwise minimise the claim;
3. **You** must notify the Police and **Us** within 7 days of losses caused by theft or malicious damage, riot or civil commotion;
4. In respect of any liability claim **You** must provide **Us** with any letters writs or summons in connection with the claim immediately such documents are received. **You** must also not admit any liability or negotiate a claim without **Our** written consent;
5. give all information and assistance **We** may reasonably require in a timely manner.

In addition, **You** shall, within 30 days of notification of a claim or such further time as **We** may in writing allow, deliver to **Us** a written claim providing at **Your** own expense, all details proofs and information regarding the cause and amount of loss or damage as **We** may reasonably require including any other insurances of the **Buildings** and **Landlords Contents** insured by this **Policy** and (if demanded) a statutory declaration of the truth of the claim and of any related matters.

If any of the **Buildings** or **Landlords Contents** is to be reinstated or replaced by **Us**, **You** shall at **Your** own expense provide all such plans, documents, books and information as may be reasonably required.

In certain circumstances **We** may require sight of freehold title or the lease, which must be provided by **You** within 30 days of any such a request.

We have the right to take over and conduct in **Your** name, the defence or settlement of any claim. **We** may also take action in **Your** name at **Our** expense and for **Our** benefit in order to recover from others any payments made under this **Policy**.

If other insurance exists covering the same loss or liability, **You** must provide full details of such insurances and **We** will then pay a proportionate ratio of the claim.

Claims and Remedy Condition

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless **We** shall be entitled to:

- i) avoid the contract, refuse all claims, and
- ii) retain the **Premiums** paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **We** shall be entitled, if cover would not have been offered, to:

- i) avoid the contract, refuse all claims, and
- ii) return the **Premiums** paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **We** shall be entitled, if cover would have been offered on different terms, to:

- i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to **Premium**), and
- ii) reduce proportionately the amount to be paid on a claim if **We** would have entered into the contract (whether the terms relating to matters other than the **Premium** would have been the same or different), but would have charged a higher **Premium**.

“reduce proportionately” means that **We** need only pay on the claim X% of what otherwise **We** would have been under an obligation to pay under the terms of the **Policy** (or, if applicable, under the different terms provided for by virtue of paragraph i), where:

$$X = \frac{\text{Premium actually charged}}{\text{Higher Premium}} \times 100$$

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

1. On the happening of any loss or damage in respect of which a claim is made, **We** may, without thereby incurring any liability or diminishing any of the **Our** rights under this **Policy**, enter the **Buildings** where such loss or damage has occurred and take possession of or require to be delivered to **Us** any property relating to the loss or damage and deal with such property for all reasonable purposes and in any reasonable manner.
2. No property may be abandoned to **Us** whether taken possession of by **Us** or not.
3. **We** shall have full discretion in the conduct of any proceedings and in the settlement of any claim where **We** have agreed to provide an indemnity under this **Policy**.

Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy** or if any loss be occasioned by the wilful act or with **Your** connivance then **We** shall be entitled:

- a) not to pay the claim,
- b) recover from **You** any sums paid by **Us** to **You** in respect of the claim, and
- c) to treat this **Policy** as being terminated with effect from the time of the fraudulent act.

If the **Policy** is treated as having been terminated **We** shall be entitled to:

- a) refuse all liability to **You** under the **Policy** in respect of any relevant event occurring after the time of the fraudulent act, and
- b) not return any of the **Premiums** paid under the **Policy**.

Other Insurances

If in respect of any claim under this **Policy** there is any other insurance or indemnity in **Your** favour in force relative to that claim, or there would be but for the existence of this **Policy**, **Our** liability will be limited to the amount in excess of that which is or would have been payable (but for the existence of this **Policy**) in respect of that claim but always limited to the relevant **Sum Insured**.

Subrogation

Any claimant under this **Policy** shall at **Our** request and expense, take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**. **We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at **Our** own expense and for **Our** own benefit any claim for indemnity or damages or otherwise.

Section 3 – Home Emergency for Landlords

Terms and Conditions

This is an important document - please keep it in a safe place

If you experience an emergency at home please telephone 01384 884080.

Your Home Emergency for Landlords section of cover is arranged by Let Alliance which is a trading name of Barbon Insurance Group Limited, administered by Arc Legal Assistance underwritten by AmTrust Europe Limited.

You have selected a **home** emergency policy that will provide assistance to you in **your home**. **We** will respond with expert help if you suffer and emergency arising from an incident covered under this policy and send a **contractor** out who will take action to resolve the emergency.

The purpose of this insurance

This insurance policy is designed to work alongside **your** household buildings or contents insurance policy. Whilst **we** are happy to assist you in an emergency by sourcing a **contractor**, **we** aren't able to provide you with help relating to day-to-day maintenance of **your home** and its contents.

How to make a claim

Major emergencies which could result in loss of life or serious damage to the **home** should be immediately advised to the supply company and/or public emergency services.

Gas leaks must be immediately notified to the National Gas Emergency Service on 0800 111 999.

Please look at **your** insurance policy and **schedule** to check **your** level of cover and have **your** policy number and intermediaries name to hand. This policy is designed to assist **you** during an emergency. It will not cover situations that are not notified to **us** within **48 hours** of the incident.

Call **our** helpline on 01384 884080. Our helpline is open 24/7, 365 days a year.

We will ask **you** some questions to check **your** identity and the details of **your** emergency. **We** will talk **you** through **your** cover and let **you** know what **we** will do next.

Some Important Information

- If **we** accept your claim, the claims helpline will source a suitable **contractor** to attend **your home** and endeavour to resolve the emergency. This is subject to there being no circumstances that would prevent access or otherwise prevent the provision of **emergency repairs**, such as adverse weather conditions, industrial disputes, and/or failure of the public transport system.
- The claims helpline service and tradesperson will use their discretion as to when and how the **emergency repairs** are undertaken.
- The **contractor** will invoice the cost of all work covered by the insurance to **us**. **You** will be asked to pay the cost of;
 - a. Call-out charges if there is no authorised adult available at the **home** at the time **our contractor** arrives to carry out the work.

- b. All charges in excess of the claims limits or any work excluded by this insurance – **you** will be informed of this before any work is undertaken.
 - c. Any additional costs incurred at **your** request in fitting replacement parts or components of a superior specification to the original.
- There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **our** control. In the event of this occurring **we** will ensure that **your home** is safe.
 - In the event you engage the services of a **contractor** prior to making contact with the Claims Helpline Service any costs incurred by you will not be covered by this insurance.
 - **Your** claim will not be considered an emergency unless it is reported within 48 hours of discovery

What you need to know

Confirming Policy Details...Helping Us Help You

In some situations **we** may not be able to assess **your** claim or confirm **your** policy is operative from the information and details provided by you. It may therefore be necessary for **our contractor** to attend **your home**, assess the situation and provide **us** with a report. In these circumstances you will be asked to leave either credit or debit card details which may be debited in the event that the cost of the call-out and any subsequent repairs are not covered by this insurance. This will help **us** respond to **your** emergency without unnecessary delay, and provides you with an option to receive emergency assistance at **your home** should cover be excluded under **your** policy.

Household Buildings and Contents

This insurance policy is designed to offer 24 hour assistance if **you** suffer a **home** emergency. It complements but does not replace either **your** household buildings or contents insurance policy, and there may be times where this is the more appropriate route for cover. If the situation is not an emergency as defined in the policy wording, **you** should contact **your** buildings or contents insurance provider for claims assistance.

How Your Cover Works

This policy covers **temporary repairs**, or a permanent repair where this can be done at a similar cost or where no **temporary repair** is available. If **our contractor** advises there is no temporary, permanent or economical repair available, then cover will cease under this insurance.

For cover to apply under this policy, the situation that arises must fall within the definition of an emergency under each section of cover in the policy.

Maintenance of Your Home

It is a requirement of this policy that **you** maintain **your home**, including fixtures and fittings. This includes boilers which should be maintained in accordance with the manufacturer's recommendations.

Trace and Access

There may be times when **our contractor** has to carry out trace and access in order to locate the emergency. This may involve removing and/or damaging parts of the **home**, fixtures and fittings to enable the **contractor** to find the source of the issue. In these circumstances, **we** will not be responsible for any damage caused where this has been deemed as necessary by **our contractor** in order to complete a **temporary repair** (or a permanent repair where this can be done at a similar cost).

Working Together

To enable **us** to provide the best possible claims service to **you**, **we** shall require **your** full co-operation at all times. This may, at **your** own expense, include providing any evidence, documents or receipts as requested by **us** or **our** representative.

If **your home** emergency claim is accepted, **we** ask that you allow access for the **contractor** to attend **your home** within 24 hours of the claim being reported to **us**. If you delay and/or prevent the **contractor** from attending within 24 hours **we** may withdraw cover.

There may be times where **our contractor** has to order parts that are not readily available.

Other Similar Insurance

If you claim under this policy for something which is also covered by another insurance policy, you must provide **us** with full details of the other insurance policy. **We** will only pay **our** share of any claim.

Agreement between you and the insurer

The **insurer** will pay for the insurance described in this policy arising from events happening during the **period of insurance** for which it has accepted a premium.

Definitions relating to Section 3 – Home Emergency for Landlords only

The words or expressions detailed below have the following meaning wherever they appear in this section. They will be emboldened throughout for **your** reference.

Claim limit(s)

The amount **we** will pay in respect of any one claim and during any one **Period of Insurance** as specified in the **schedule**.

Contractor

A tradesperson authorised and instructed by the Claims Helpline Service to undertake **emergency repairs**.

Emergency repairs

Work undertaken by an authorised **contractor** to resolve the emergency by completing a **temporary repair**. **We** will only complete a permanent repair where this can be done at a similar cost, or where there is no **temporary repair** available, up to the **claim limit** specified in this policy.

Home

Your principal permanent place of residence in the United Kingdom, Channel Islands and Isle of Man which comprises of a private dwelling used for domestic purposes excluding garages, gardens, outbuildings and swimming pools. This will be owned by **you** but let to tenants. Garages and outbuildings that are attached and/or accessed via the **home** will be included under Pests. This does not include any bedsits, bed and breakfasts or commercial/business premises.

Insured Person, You, Your

The person who has paid the premium and is named in the **schedule** as the **insured person**.

Insurer

This insurance is administered by Legal Arc Legal Assistance Ltd and underwritten by AmTrust Europe Ltd.

Intermediary

The regulated entity appointed to transact this insurance with **you**.

Period of Insurance

The commencement and expiry dates shown in the **schedule**.

Primary Heating System

The principal central heating and hot water systems excluding any form of renewable energy systems and non-domestic central heating boiler or source.

Schedule

The document which shows details of **you** and this insurance and forms part of this policy.

Temporary Repair, Temporary Resolution

A repair or resolution which will resolve an emergency and is predicted to last at least 72 hours. A **temporary repair** or resolution will need to be replaced by a permanent repair.

Terrorism

The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

Uneconomical

1. Where in our opinion, it would not be worth completing a repair based on the subsequent work require or life expectancy of the appliance/equipment; or
2. Where the cost of the emergency repair (including parts and labour) is greater than 75% of the cost of replacing the item as new.

We, Us, Our

Arc Legal Assistance Ltd and AmTrust Europe Ltd.

What is covered?

This policy provides the cover described in each section below as a result of an insured event occurring at your **home**.

We will pay up to a maximum of £500 for any claim including VAT, call-out charges, labour, parts and materials.

Section 1 – Plumbing & Drainage

What is Covered?	What is Excluded?
<p>Emergency repairs following damage to or failure of the plumbing and drainage system which:</p> <ol style="list-style-type: none"> Means that internal flood or water damage is a likely consequence; Means that you do not have access to a useable toilet within your home; or Causes blocked external drains that are solely your responsibility and within the boundary of the home, where this can be resolved by jetting or rodding. 	<ol style="list-style-type: none"> The replacement of water tanks, cylinders, central heating radiators, toilets, taps and external pipes. Cracked sanitaryware, including but not limited to cisterns, toilet bowls, sinks and baths. Blocked toilets and/or drains where this has been caused as a consequence of misuse or the internal workings of the flush. Saniflo systems or other macerator-based systems. Descaling and any work arising from hard water scale deposits. The repair of domestic and/or leisure equipment that is leaking water, other than from external fixed pipework. Where there is a leak from a shower, bath or sink when in use and there is another means of equivalent bathing or washing at the home. Where the leak can be contained providing you with enough time to arrange a repair privately.

Section 2 – Internal Electricity

What is Covered?	What is Excluded?
<p>Emergency repairs following the electricity failure of at least one complete circuit which cannot be resolved by carefully resetting the fusebox and would not be more appropriately resolved by the regional network supplier.</p> <p>Please note, during claims assessment you may be asked to unplug all appliances and reset the circuit to rule out an appliance issue.</p>	<ol style="list-style-type: none"> External lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs. Electricity supply to burglar/fire alarm systems, CCTV surveillance, or to swimming pools, the plumbing and filtration systems for swimming pools and any leisure equipment. Renewable energy systems. Where an appliance has caused a circuit to fail or trip.

Section 3 – Gas Supply

What is Covered?	What is Excluded?
<p>After the National Gas Emergency Service has visited your home and isolated your gas supply, emergency repairs will be carried out by a Gas Safe contractor, who will repair or replace the damaged section of internal gas supply pipe. Our contractor will also turn your gas supply back on.</p>	<ol style="list-style-type: none"> Repair work to or the cost of replacing lead pipework. The interruption or disconnection of public services to the home however caused, or the failure, breakdown or interruption of the mains gas supply system. Any system which is not installed correctly, or which does not conform to any governing Gas Safe regulation or requirements. Any appliance.

Section 4 – Security

What is Covered?	What is Excluded?
<p>Emergency repairs following damage or failure of the following items which would render the main living area of the home insecure and easily accessible to intruders:</p> <ol style="list-style-type: none"> External lock. External window. External door. 	<ol style="list-style-type: none"> Internal locks, window locks, glass, external garages or outbuildings. Any damage caused by the contractor in gaining access to the home. Doors subject to swelling. Porch doors where there is another lockable door which prevents access to the main living areas of the home.

Section 5 – Primary Heating System

What is Covered?	What is Excluded?
<p>Emergency repairs following the complete breakdown of the primary heating system which:</p> <ol style="list-style-type: none"> Results in the complete loss of heating and/or; Results in the complete loss of hot water. <p>Please note, it is a legal requirement that a Gas Safety check is completed once every 12 months for a tenanted property. A copy of the most recent Gas Safety Certificate must be made available prior to attendance or once the contractor arrives on site. Failure to produce a valid certificate issued in the past 12 months will result in your claim being withdrawn and you will be responsible for any costs incurred.</p>	<ol style="list-style-type: none"> Boilers that are over 15 years old or over 238,000 btu net input (70 Kilowatt). Lighting of boilers, the correct operation, routine adjustment of time, temperature controls or the replacement of batteries. Any form of renewable energy systems. Power flushing or descaling. The replacement of water tanks, cylinders and central heating radiators. Where there is another hot water source available for bathing, including but not limited to an immersion heater or electric shower. Intermittent faults where this cannot be identified at the time of the contractor's attendance. Lack of maintenance or neglect by you (you may be asked to reserve funds if your boiler has not been serviced in line with the manufacturer's instructions). Where a boiler can be operated manually to resolve the loss of hot water and/or heating.

Section 6 – Pests

What is Covered?	What is Excluded?
<p>Emergency repairs following an infestation as a result of the following Pests in and/or attached to the home and there is clear evidence of the infestation.</p> <ol style="list-style-type: none"> Wasps' nests. Hornets' nests. Mice. Rats. Cockroaches. 	<ol style="list-style-type: none"> Repeat claims where you have failed to follow previous guidance from us or the contractor to prevent continued or further infestation. Pest infestations where you have not taken reasonable hygiene measures to prevent contamination.

General Exclusions

The insurer will not pay for a **home emergency** arising from or involving the following;

- 1) Circumstances known to **you** prior to the commencement date of this insurance.
- 2) Any system and/or equipment, including boilers and facilities, which have not been properly installed or maintained in accordance with the manufacturer's instructions.
- 3) Any claims arising from or relating to appliances.
- 4) Any system, which has been incorrectly used or modified, or has been tampered with.
- 5) General wear and tear.
- 6) Failure or damage caused by faulty or defective design of pipework, including but not limited to delamination found in pitch fibre pipe construction.
- 7) Any claim where an engineer has previously identified that remedial or maintenance work is required to prevent a future breakdown and the recommend work has not been completed.
- 8) Any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
- 9) Replacement or adjustment to any decorative or cosmetic part of any equipment.
- 10) Garages, out-buildings, leisure equipment, cesspits, septic tanks, swimming pools or fuel tanks unless appropriately covered under the Pests section of this policy.
- 11) Willful act or omission, lack of maintenance or neglect by **you**.
- 12) Claims in the 7 days immediately following **your** first occupation of the **home** or claims in the 7 days immediately following **your** reoccupation of the **home** where the **home** has been left unoccupied for 30 consecutive days or more.
- 13) Materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.
- 14) Any other costs or damage that are directly or indirectly caused by the event that led **you** **your** claim, unless specifically stated in the policy.
- 15) Claims arising within the first 14 days from the date of commencement of this insurance unless **you** held equivalent insurance immediately prior to the commencement of this policy.
- 16) Any costs that would be more appropriately recovered under any other insurance.
- 17) Circumstances which are not sudden or unforeseen.
- 18) Circumstances where **we** have gone beyond **your** insurance policy's **claim limit** or policy cover.
- 19) Claims where **our contractor** has advised there is no **emergency repair** available.
- 20) Any direct or indirect liability, loss or damage caused:

- 21) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
- 22) by computer viruses.
- 23) Any claim or expense of any kind caused directly or indirectly by:
- 24) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
- 25) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
- 26) Any loss or damage caused by any sort of war, invasion or revolution.
- 27) Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
- 28) Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **terrorism**.

General Conditions

- 1) Claims must be reported to **the insurer** as soon as possible and no later than 24 hours after **you** first become aware of the **home emergency**.

- 2) **You** must take reasonable care to:

- a) supply accurate and complete answers to all the questions Your agent may ask as part of your application for cover under the policy.
- b) to make sure that all information supplied as part of **Your** application for cover is true and correct
- c) tell **Your** (administrator / agent) of any changes to the answers **You** have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions **Your** agent ask when **You** take out, make changes to and renew **Your** policy. If any information **You** provide is not accurate and complete, this may mean **Your** policy is invalid and that it does not operate in the event of a claim or **We** may not pay any claim in full. If **You** become aware that information **You** have given **Your** agent is inaccurate or has changed, **You** must inform them as soon as possible

- 3) **You** must:

- a) maintain the **home** and all domestic equipment in good condition and carry out or arrange regular inspections and preventative maintenance to the fabric and structure of the **home**;
- b) try to prevent anything happening that may cause a claim;
- c) undertake periodic checks of the condition of the tenanted property as required but at least twice a year and
- d) take reasonable steps to keep any amount **the insurer** has to pay as low as possible.



4) **The insurer** will make every effort to provide the service at all times, but it will not be responsible for any liability arising from a breakdown of the service for reasons it cannot control.

5) Claims

To ensure an accurate record **your** telephone conversation may be recorded.

All requests for assistance must be made to the Claims Helpline Service and not to the **contractors** direct otherwise the work will not be covered.

Provided that the **emergency repairs** is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway network and repairs thereto, and any other circumstances preventing access to the **home** or otherwise making the provision of the **emergency repairs** impossible.

There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **our** control. In the event of this occurring **we** will ensure that **your home** is safe and if required the **contractor** will provide **you** with a quotation for a suitable repair.

Please note that if **you** should engage the services of a **contractor** prior to making contact with the Claims Helpline Service any costs that **you** incur are not covered by this insurance.

Major emergencies which could result in serious damage, or damage to life or limb, should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the local gas company.

6) Observance

Our liability to make any payment under this policy will be conditional on **you** complying with the terms and conditions of this insurance.

7) Recovery of Costs

We may take proceedings at **our** own expense in **your** name to recover any sums paid under this insurance.

8) Fraudulent or Exaggerated Claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;

- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

How to make a claim

Incidents must first be notified through the home emergency service telephone helpline.

Before requesting assistance **you** should read through this policy to ensure that the incident is covered.

If **you** wish to use the home emergency service, please call **01384 884080** **You** will need to provide the following information

- **your** full address and telephone number;
- **your** home emergency **policy number**
- the nature of the emergency;

A home emergency operator will discuss the problem with **you**. If appropriate, advice will be provided as to how to immediately protect **yourself** and the **home** and if possible solve the cause without the need to call out a tradesman. However, if the problem cannot be resolved and you require assistance, one of **our** approved contractors will be sent to **your home** and will arrive as soon as possible.

You will be responsible for payment of the contractor's costs. However, if the incident is covered by the terms of this policy **the insurer** will pay for the cost of the work

Cancellation

Your **right to cancel**:

You can cancel this insurance at any time telling Let Alliance and giving 14 days' written notice. If **You** do this within 14 days of taking out this insurance, **You** will get a refund of premium if **You** have not already made a claim under the insurance. If **You** cancel at any time after the first 14 days, **You** will get a refund of premium for the remaining term of this insurance if **You** have not made, and do not intend to make a claim.

The **Insurer's** right to cancel:

The **Insurer** can cancel the insurance by giving at least 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address or email given by **You**. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance if **You** have not made, and do not intend to make a claim

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

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

Claims Helpline Service

All potential claims must be reported initially to the Claims Helpline Service for advice and support.

Emergency Claims Helpline Number: 01384 884080.

Calls to the helpline will be charged at **your** standard rates.

We will not accept responsibility if the Helpline services fail for reasons beyond **our** control.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **insured person's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

Complaints Procedure – applicable to Sections 1 and 2

Our aim is to provide all **Our** customers with a first class standard of service. However, there may be occasions when **You** feel this objective has not been achieved. If **You** have a complaint about **Your Policy** or the handling of a claim applicable to Sections 1 and 2, the details below set out some of the key steps that **You** can take to address **Your** concerns.

Where do I start?

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

If **Your** complaint is about a claim, **You** should refer the matter to:

MPL Claims Management Ltd
The Octagon,
27 Middleborough,
Colchester,
Essex, CO1 1TG
Email: ergo@mplclaims.com
Telephone: **0345 060 0014**

If **Your** complaint is about anything else, **You** should refer it to the contact details as set out below:

ERGO UK Specialty Limited,
10 Fenchurch Avenue,
London, EC3M 5BN
Email: complaints@ergo-commercial.co.uk
Telephone: **020 3003 7130**

Alternatively, **You** can ask Let Alliance to refer the matter on for **You**.

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

What happens next?

If **We** are not able to resolve **Your** complaint satisfactorily by close of business of the third business day following, **We** will refer **Your** complaint to the Complaints Department at ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited who will send **You** an acknowledgement letter.

If **You** don't receive any acknowledgement letter, or at any time if **You** wish to do so, **You** may contact the Complaints Department **Yourself** by writing to:

Complaints Department,
ERGO UK Specialty Limited,
Munich Re Group Offices,
10 Fenchurch Avenue,
London, EC3M 5BN
Telephone: **020 3003 7130**
E-mail: complaints@ergo-commercial.co.uk

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

If You remain unhappy

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

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

The Financial Ombudsman Service,
Harbour Exchange Square,
Exchange Tower,
London E14 9GE
Telephone: **0800 0234 567**
Email: complaint.info@financial-ombudsman.org.uk

Further information is available from them and **You** may refer a complaint to them online at www.financial-ombudsman.org.uk.

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

- i) a private individual;
- ii) a business which has a group annual turnover of less than £6.5m (approx. €8.125m) and either: -
 - a. fewer than 50 staff OR
 - b. an annual balance sheet total of less than £5m at the time the complainant refers the complaint to the respondent;
 - c. a charity which has an annual income of less than £6.5m at the time the complainant refers the complaint to the respondent; or
 - a. a trustee of a trust which has a net asset value of less than £5m at the time the complainant refers the complaint to the respondent.

Financial Services Compensation Scheme (FSCS)

Great Lakes Insurance UK Limited is covered by the FSCS. This means that **You** may be entitled to compensation from the scheme in the unlikely event that Great Lakes Insurance UK Limited cannot meet its obligations.

Further details can be obtained from FSCS, PO Box 300, Mitcheldean, GL17 1DY.

Telephone: **0800 678 1100**

Or www.fscs.org.uk/contact-us

Language

The language of **Your Policy** and any communication throughout the duration of the **Period of Insurance** will be English.

Our Regulator

Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Rights of Third Parties

A person who is not a party to this **Policy** 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 apart from that Act.

Sanctions

This **Policy** will not provide any insurance cover or benefit and **We** will not pay any sum if doing so would mean that **We** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **Us**.

Complaints Procedure – Applicable to Section 3

In the event of a complaint arising under this insurance, **you** should complaint to the appropriate party. Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

For complaints regarding the sale of the policy, please contact Let Alliance.

For complaints regarding a claim:

Write to **us**: Arc Legal Assistance Limited
PO Box 8921
Colchester

CO4 5YD

Email **us** at: customerrelations@arclegal.co.uk

Call **us** on: 01206 615000

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

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

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

Tel: 0300 123 9 123

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



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

Compensation

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If it fails to carry out its 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

Privacy Statements

ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited Privacy Notice

Great Lakes Insurance UK Limited is part of the Munich Re Group of companies which takes **Your** privacy very seriously. For details of how **We** use the personal information **We** collect from **You** and **Your** rights please view **Our** privacy policy at <https://www.munichre.com/glise/en/general/privacy.html>. If **You** do not have access to the internet please contact **Us** and **We** will send **You** a printed copy.

AmTrust Europe Limited and Arc Legal Assistance Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

1. Data Protection

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

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. International Transfers of Data

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **We** transfer **Your** personal data outside of the UK and EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

6. 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.

7. 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, AmTrust International - please see website for full address details.

Let Alliance's Privacy Notice

We are Barbon Insurance Group Limited trading as Let Alliance, referred to as "we/us/our" in this Notice. Our data controller number is Z6363100 and our registered address is: Hestia House, Edgewest Road, Lincoln, LN6 7EL.

This Privacy Notice is relevant to anyone who uses our services including tenants we reference, policyholders or prospective policyholders.

We process **Your** personal data in accordance with the relevant data protection legislation and are the data controller for the data that we process. As the data controller we will not collect any information from you that we do not need for the purpose of fulfilling our services.

Why do we process personal data?

We will only use personal information on individuals where we are allowed to by law for example to fulfil a contractual/ legal obligation, because we have a legitimate business interest or where the individual has agreed to it. We will always ensure that we keep the amount of personal data and the extent of any processing down to a minimum.

What information do we collect about you?

The type of data we collect and specific use of this data is dependent on the services we are providing.

We have a legitimate interest to collect this data as we are required to use this information as part of any insurance quotation/ insurance policy with us or completing a tenant reference. Alternatively, we may process the data where it is necessary for a legal obligation such as putting in place a guarantee.

Who We share Your information with

We may pass **Your** personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.



We may also share **Your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within Let Alliance and Great Lakes/ ERGO/Munich Re Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services.

Let Alliance's full privacy notice

This notice explains the most important aspects of how we use **Your** data. You can get more information about this by viewing our full privacy notice online at <http://www.letalliance.co.uk/about/downloads/privacy-policy/> or request a copy by emailing us at dataprotection@letalliance.co.uk. Alternatively, you can write to us at: Dodleston House, Bell Meadow Business Park, Pulford, Chester, CH4 9EP.

Claims Underwriting Exchange

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