

PrimeLet Essentials

Welcome to PrimeLet Essentials

This **Policy** of insurance is issued in accordance with the authorisation granted to Geo Personal Lines by AXA Insurance UK plc.

The insurance under Sections 1 and 2 is provided by AXA Insurance UK plc.

AXA Insurance UK plc. AXA Insurance UK plc number 78950. Registered Office: 20 Gracechurch Street, London, EC3V 0BG. AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Telephone calls may be monitored and recorded.

This **Policy** document should be read together with the **Schedule** and any **Endorsement(s)**, applying to **Your Policy**, as they form this legally binding contract of insurance between **You** and **Us**.

The **Policy** is divided into a number of different Sections. Please check the **Schedule** to see which Sections are in force and how much **You** are insured for under each Section.

Each **Property** included under this **Policy** is covered as if separately insured.

We will pay for any loss, damage, injury, costs or liability described in this **Policy** arising from events happening during the **Period of Insurance** for which **You** have paid, and **We** have accepted the premium.

This Policy covers the costs of unexpected loss or damage. It does not cover: wear and tear, anything which happens gradually or maintenance costs or redecoration.

This insurance does not give or intend to give rights to anyone else. No one else has the right to enforce any part of this insurance.

Geo Personal Lines
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Victoria Rd S,
Chelmsford
CM1 1LN
Telephone: 0330 123 3561
Email: letproperty@midasuw.com

Your Policy is arranged by Geo Personal Lines.

Geo Personal Lines is a trading style of Midas Underwriting Limited
Midas Underwriting Ltd. Registered Office: Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL.

Registration No. 4040230. Authorised and regulated by the Financial Conduct Authority.
FCA Register No 303525.

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Useful Information

How much to insure for?

In order to protect **Your** property to its fullest extent, **You** should insure: -

- **Buildings** – for the full rebuilding costs, plus an amount for any extra charges that could be involved in rebuilding such as demolition costs, architects' and surveyors' fees and complying with the requirements of local authorities.
- **Contents** – for the full replacement costs as new (less an amount for wear and tear on clothing and household linen).

Remember, if **Your** property is not insured to its fullest extent, claim payments may be reduced.

You can change **Your Sums Insured** at any time – **You** do not have to wait for renewal.

The property must be maintained to a good state of repair.

Index Linking

Index Linking applies to **Your** sums insured. will be adjusted monthly in line with:

- a) **Buildings** – the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. Should this index not be available another appropriate index will be used.
- b) **Contents** – the Retail Price Index (consumer durables section). Should this index not be available another appropriate index will be used.

No charge will be made for this during each year but anniversary premiums will be calculated on the adjusted sums insured.

Definitions

Wherever the following words or phrases appear in this Policy, they will be shown in bold and have the following meanings:

Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

British Isles

The United Kingdom, Channel Islands and Isle of Man.

Buildings

The **Property** and its permanent fixture and fittings, swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges contained within the boundaries of the **Land**.

These must all be at the address shown in the **Schedule**.

Communicable Disease

Means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer System

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.

Definitions – continued

Contents

Household goods and furnishings contained in the **Property** that **You** own or are responsible for.

The term **Contents** does not include:

- any permanent fixture and fittings of **Your Property**,
- any part of the structure of **Your Property** including ceilings, wallpaper and the like,
- property held in connection with **Your** trade, profession, business or occupation other than the letting of the **Property** specified in the **Schedule**,
- **Personal Money**,
- **Credit Cards**,
- property insured by any other insurance policy,
- securities (stocks and shares) and documents of any kind,
- any living creature,
- **Motorised Vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these,
- **Valuables**, personal effects and clothing.

Credit Cards

Bank, charge, cheque, credit, debit and cash dispenser cards.

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

- 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**.

Damage

Accidental loss or destruction or damage.

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.

Definitions – continued

Domestic Employee

Employed by the Landlord for domestic services, i.e. cleaning, maintenance.

Employed Person(s)

Means

- 1 Anyone under a contract of service or apprenticeship with **You**.
- 2 Anyone who is
 - a) employed by **You** or on **Your** behalf on a labour only basis
 - b) self employed
 - c) hired to **You** or borrowed by **You** from another employer
 - d) a voluntary helper or taking part in a work experience or training scheme

and under **Your** control or supervision.

Endorsements

Any variation or addition to the terms of the **Policy**.

Excess

The first part of any claim which **You** must pay.

The **Excess** applies separately to each individual **Property** detailed in the **Schedule**.

Flood

Means the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal drain or dam. Inundation from the sea. Rain induced run off. Whether resulting from storm or otherwise.

Heave

Upward and/or lateral movement of the site on which **Your Buildings** stand caused by swelling of the ground.

Land

The **Land** belonging to the **Property**.

Landslip

Downward movement of sloping ground.

Motorised Vehicle

Any electrically or mechanically powered vehicle.

Period of Insurance

The period of time the insurance is provided for under this **Policy**, as set out in the **Schedule**, and any other period the **Policy** is renewed for.

Policy

The policy and **Schedule** and any endorsements attached or issued.

Property

The house, flat or maisonette and its domestic outbuildings and garages, at the address shown in the **Schedule**.

Definitions – continued

Pollutants

Any solid liquid or gaseous pollutant contaminant or irritant substance or any biological agent that is a danger to human health.

Personal Money

Cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards.

Schedule

This is part of the **Policy**. It shows **Your** details, details of the **Property** insured, the **Period of Insurance**, and the Sections of the **Policy** which apply.

Subsidence

Downward movement of the site on which **Your Buildings** stand by a cause other than the weight of the **Buildings** themselves.

Sudden Incident

Sudden identifiable unintended and unexpected incident that does not originate from a gradual, continuous or repetitive cause.

Terrorism

In England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

In Northern Ireland: An act including but not limited to the use of force or violence and or 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 put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

Terrorist Act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

Time Element Loss

Means business interruption, contingent business interruption or any other consequential losses.

Unoccupied

(a) Insufficiently furnished for normal occupation, or

(b) Furnished for normal occupation but has not been lived in for more than 30 consecutive days.

Definitions – continued

Valuables

Jewellery, gold, silver, precious metals, clocks and watches, coin, medal and stamp collections, works of art and furs.

We, Our, Us

AXA Insurance UK plc as Insurer and Geo Personal Lines as administrators of **Your Policy**.

You, Your

The person (or people) named as the policyholder in the **Schedule**.

Making a Claim

Section 1 Buildings and Section 2 Contents

(See Sections 1 – page 20 and Section 2 – page 26 for the claims procedures applicable)

Davies Group, PO Box 800, Elland, HX1 9ET

Tel; 0345 0744 760

Email: geoclaims@davies-group.com

You should ask Geo Personal Lines for a claim form and provide as much information as possible to help **Us** deal with **Your** claim quickly and fairly.

If **You** need to ask any questions during **Your** claim, please call **Us** on the above number.

Section 3 – Landlords Legal Expenses administered by Arc Legal Assistance

(See Section 3, page 58 for the claims procedures applicable)

You should telephone **0344 770 1044** and quote “**Geo Underwriting – Landlord’s Legal Expenses**”.

Complaints Procedure

We aim to provide the highest standard of service to every customer. **We** realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens, **We** want to hear about it so that **We** can try to put things right.

If **Your** complaint relates to:

- How **Your Policy** was sold to **You**, please contact **Your Broker**.
- **Sections 1-2** – Please contact Davis Group (acting on behalf of Geo Personal Lines)
- **Section 3** Please contact Arc Legal Assistance Ltd (full details are available on page 60)

If at any time **You** have a complaint about the services provided to **You** by Geo Personal Lines, **You** should also contact Davies Group.

Sections 1 and 2	Section 3
Davies Group PO Box 2801 Stoke- On- Trent, ST4 9DN Tel; 0344 856 2015 Email: customer.care@davies-group.com	Arc Legal Assistance Ltd PO Box 8921 Colchester CO4 5YD Tel: 01206 615000 Email: customerservice@arclegal.co.uk

All complaints received are taken seriously and will be handled promptly and fairly. If **You** make a complaint it will be acknowledged promptly, an explanation of how it will be handled, what **You** need to do and how **Your** complaint is progressing will be given to **You**. **Your** complaint will be recorded, and **Your** comments analysed to help improve the service offered. Complaints which **Your** insurer are required to resolve will be passed to them and **You** will be notified if this happens.

If **You** remain unhappy with the outcome of **Your** complaint **You** may be eligible to refer **Your** complaint to:

The Financial Ombudsman Service (FOS)
Exchange Tower
London E14 9SR
Tel: 0800 023 4567 (free from landlines) or
Tel: 0300 123 9123 (free from most mobile phones)

Or simply log on to their website at: www.financial-ombudsman.org.uk

Whilst Geo Personal Lines and **Your** insurers are bound by the decision of the FOS, **You** are not. Following the complaints procedure does not affect **Your** right to take legal action. Telephone calls may be recorded or monitored. Call costs may vary depending on **Your** service provider.

Section 1 - Buildings

This section applies only if it is shown in the **Schedule**

What is Covered	What is Not Covered
<p>A. Loss of or Damage to the Buildings caused by any of the following:</p>	<p>The amount of any Excess shown in Your Schedule. Any amount over that shown as Your sum insured in Your Schedule.</p>
<p>1. Fire, explosion, lightning, earthquake.</p>	
<p>2. Smoke.</p>	<p>2. Loss or damage that happens gradually.</p>
<p>3. Riot, civil unrest, strikes, and labour or political disturbances.</p>	
<p>4. Malicious acts.</p>	<p>4. Loss or damage caused by persons lawfully in the Property other than a tenant, where We will not pay more than £5,000. Loss or damage caused while the Property is Unoccupied.</p>
<p>5. Storm or Flood.</p>	<p>5. Loss or damage caused by freezing. Loss or damage to fences, gates and hedges.</p>
<p>6. Escape of water or oil from any fixed water or heating installation, or from any domestic appliance.</p>	<p>6. Loss or damage caused while the Property is Unoccupied. Damage to the installation or appliance itself. Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping in the Property. Subsidence, Heave or Landslip caused by water escaping from the Property.</p>
<p>7. Theft or attempted theft.</p>	<p>7. Loss or damage occurring while the Property is Unoccupied. Loss or damage contributed to, or caused by You or Your family or any person lawfully in the Property.</p>
<p>8. Collision involving aircraft, other flying objects, or anything falling from them; or vehicles, trains or animals.</p>	<p>8. Loss or damage caused by domestic pets.</p>
<p>9. Falling trees or branches, lamp posts or telegraph poles.</p>	<p>9. Damage to hedges, gates and fences. Damage caused by the felling or lopping of trees.</p>

Buildings – continued

What is Covered	What is Not Covered
10. Falling radio and television aerials and dishes, and their fittings and masts.	10. Damage to the receiving aerial, fittings or mast itself.
11. Subsidence or Heave of the Land that the Buildings stand on, or Landslip .	<p>11. Damage to swimming pools, ornamental ponds and fountains, greenhouses, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges, or fixed tanks providing fuel to the Property unless the Property is damaged by the same cause at the same time.</p> <p>Loss or damage caused by the foundations settling, shrinking or expanding.</p> <p>Loss or damage caused by made up ground settling or new structures bedding down.</p> <p>Loss or damage caused by coastal or river erosion.</p> <p>Loss or damage to or resulting from movement of solid floor slabs unless the foundations beneath the external walls of Your Property are damaged by the same cause at the same time.</p> <p>Loss or damage caused by faulty design or inadequate foundations which do not meet building regulations current at the time of construction.</p> <p>Loss or damage caused by demolition, structural changes, structural repairs, groundwork, excavation, faulty workmanship or using faulty materials.</p> <p>Reduction in market value following repair.</p> <p>Loss or damage which originated before this Policy came into force.</p>

What is Covered	What is Not Covered
<p>12. Accidental Damage This extension to cover applies only if it is shown in the Schedule.</p> <p>All other Accidental Damage to the Buildings.</p>	<p>12. Maintenance and normal redecoration costs.</p> <p>Damage caused while the Property is Unoccupied.</p> <p>Damage which is specifically excluded elsewhere in Section 1.</p> <p>Damage caused by:</p> <ul style="list-style-type: none">• Wear and tear, settlement, shrinkage, depreciation, wet or dry rot, fungus, damp, beetles, moths, insects, vermin, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause;• faulty materials, design or workmanship;• chewing, scratching, tearing or fouling by domestic pets;• Building renovations, alterations, extensions or repairs.

Additional Cover under this section

What is Covered	What is Not Covered
	The amount of any Excess shown in Your Schedule .
<p>B. Damage to Plumbing Installations by Freezing Damage to interior fixed domestic heating or water installations caused by freezing.</p>	<p>B. Loss or damage occurring while the Property is Unoccupied.</p>
<p>C. Fixed Glass and Sanitary Fittings The accidental breaking of fixed glass, ceramic hobs and sanitary fittings, which form part of the Buildings (including glass in solar-panel units, fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns).</p>	<p>C. Damage caused when the Property is Unoccupied.</p>
<p>D. Damage to Underground Services Accidental breakage of drains and pipes and Accidental Damage to cables and underground tanks which are used to provide services to or from the Buildings.</p>	<p>D. Damage caused whilst clearing or attempting to clear a blockage.</p> <p>Damage due to a fault or limit of design, manufacture, construction or installation.</p> <p>Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life.</p>
<p>E. Additional Costs If We accept a claim under Section 1A We will also pay for the following:</p> <p>(a) Architects and Surveyors' fees necessary for restoring the Buildings. The amounts We pay for these fees must not be higher than that authorised under the scales of the Royal Institute of British Architects, the schedule of professional charges of the Royal Institution of Chartered Surveyors and The Law Society.</p> <p>(b) The necessary cost of removing debris and demolishing or supporting the damaged part of the Buildings, which We have agreed to pay.</p> <p>(c) The cost of meeting Building regulations or municipal or local authority by-laws.</p>	<p>E.</p> <p>Fees charged for preparing any claim under this Policy.</p> <p>Any cost You are legally responsible for paying because of a notice served on You before the date of the loss or Damage.</p>

Buildings – continued

What is Covered	What is Not Covered
<p>F. Loss of Rent and the cost of Alternative Accommodation</p> <p>If the Property is damaged by any cause listed under Section 1A and, as a result, it cannot be lived in, We will pay:</p> <p>(a) for Your loss of rent; or</p> <p>(b) any reasonable extra accommodation expenses; until the Property is ready to be lived in.</p>	<p>F. We will not pay more than 20% of the Buildings sum insured, for any one incident.</p>
<p>G. Contracting Purchaser</p> <p>If You enter into a contract to sell any Property insured by this Policy, and the Building is destroyed or damaged before the sale has been completed, the buyers will be entitled to any benefit from this insurance (for the damage or destruction) once the sale has been completed. This does not apply if other insurance has been arranged by or for the buyer.</p>	
<p>H. Replacement Buildings</p> <p>If You buy a new Property, Your existing Buildings will be insured free of charge until the date of completion or for 3 months, whichever is the earlier. This extension will operate from the time We agree to insure the Buildings of Your new Property.</p>	
<p>I. Emergency Access</p> <p>Damage to the Property caused by forced access to deal with a medical emergency or to prevent damage to the Property.</p>	<p>I. We will not pay more than £1,000 for any one incident.</p>

What is Covered	What is Not Covered
<p>J. Tracing and Access of Leaks If the Buildings are damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the Property, We will pay the reasonable cost of removing and replacing any other part of the Buildings necessary to find and repair the source of the leak and making good.</p>	<p>J. We will not pay more than £1,000 for any one incident. Damage to the installation or apparatus itself.</p>
<p>K. Property Owners Liability Property Owners Liability up to a maximum of £2,000,000 (unless stated as different on Your Policy Schedule) for any one claim or any series of claims arising from one occurrence other than in respect of</p> <ul style="list-style-type: none"> • a Terrorist Act • a release or escape of Pollutants into the atmosphere or onto land, water, buildings caused by a Sudden Incident which happens at a specific time and place <p>where the maximum amount We will pay for all damages as a result of all occurrences during any one Period of Insurance is £2,000,000.</p> <p>Your legal liability to pay damages and claimants' costs and expenses for</p> <ul style="list-style-type: none"> • accidental death, bodily injury, illness or disease; or • accidental loss of or damage to material property; <p>happening during the Period of Insurance and arising:</p> <p>(a) from You owning the Buildings or</p> <p>(b) under Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 for the Property You own and occupy or lease and occupy. If the Buildings section of this Policy is cancelled or ends, the Defective Premises Act cover will continue for seven years for any Property insured by this section before the Policy was cancelled or ended.</p>	<p>K. Liability arising from:</p> <p>accidental death, bodily injury, illness or disease to You or Your family or Your Domestic Employees;</p> <p>loss of or damage to property which You or Your family own or are responsible for;</p> <p>any trade, business or profession of You or Your family other than the letting of the Buildings;</p> <p>the ownership or use of any Motorised Vehicle;</p> <p>any agreement or contract unless liability would have applied anyway;</p> <p>under (b), if it is covered by any other insurance.</p> <p>We will not cover claims caused by or arising from</p> <ol style="list-style-type: none"> 1 inhalation or ingestion of Asbestos 2 exposure to or fear of the consequences of exposure to Asbestos 3 the presence of Asbestos in any property or on land 4 investigating, managing, removing, controlling or remediation of Asbestos

What is Covered	What is Not Covered
<p>K - Property Owners Liability (cont)</p> <p>We will also pay in addition all Your costs and expenses that We have already agreed in writing other than where an action is started or brought in the United States of America or Canada when the maximum amount We will pay will be inclusive of Your costs and expenses already agreed in writing and any claimants' costs and expenses.</p>	<p>We will not cover claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with</p> <ol style="list-style-type: none"> 1 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 2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any Data, including any amount pertaining to the value of such Data 3 failure of electronic, electromechanical data processing or electronically controlled equipment or Data to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date. <p>This exclusion shall not apply to claims</p> <ol style="list-style-type: none"> a for death, bodily injury, illness or disease b for physical damage to material property <p>directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident.</p> <p>We will not cover claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.</p> <p>We will not cover claims caused by or arising from war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or loss of or damage to property by or under the order of any government or public or local authority.</p>

What is Covered	What is Not Covered
<p>L. Employers Liability</p> <p>Employers' Liability up to a maximum of £10,000,000 (unless stated as different on Your Policy Schedule) for any one claim or any series of claims by one or more Domestic Employees arising from one occurrence inclusive of all damages, claimants' costs and expenses and Your costs and expenses We have already agreed in writing other than in respect of a Terrorist Act where the maximum amount We will pay for all occurrences during any one Period of Insurance is £5,000,000.</p> <p>Your legal liability to pay for accidental death, bodily injury, illness or disease to any Domestic Employee resident in the British Isles caused during the Period of Insurance and arising out of and in the course of their employment by You in connection with the business.</p>	<p>Offshore Exclusion We will not cover claims for death, bodily injury, illness or disease to any Domestic Employee while on or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.</p> <p>Radioactive Contamination Exclusion We will not cover any claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination in respect of</p> <ol style="list-style-type: none"> 1 Legal liability assumed by you under the express or intended terms of any contract or agreement that restrict your right of recovery, or increase your legal liability beyond that applicable in the absence of those terms. 2 the liability of any principal for whom You are completing the contract. <p>Road Traffic Act Exclusion We will not cover legal liability for death, bodily injury, illness or disease to any Domestic Employee in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation.</p>

Settlement of Claims

Sum Insured Condition

It is up to **You** to make sure that the amount **You** insure for represents the full value of the **Property** concerned. For **Buildings**, this means the full cost of rebuilding **Your Property** including any outbuildings plus an amount for any additional charges which could be incurred in rebuilding such as demolition costs, Architects and Surveyors' fees and complying with the requirements of local authorities.

If the sum insured is less than the full replacement cost, **We** will only pay the same proportion of the loss or damage as the sum insured bears to the full replacement cost.

Settling Buildings claims

We can choose to settle **Your** claim by replacing, reinstating, repairing or by payment. If **We** are able to replace **Property**, payment will be limited to the cost of replacement by **Our** preferred supplier.

What We will pay

The most **We** will pay under paragraphs A-E, G, and H for loss or damage arising out of one incident is the **Buildings** sum insured shown in the **Schedule**.

We will not pay for any reduction in the market value of the **Property** after the damaged parts of the **Property** have been replaced, reinstated or repaired.

We will not reduce the sum (or sums) Insured by the amount paid under any claim.

Matching sets and suites

We will pay **You** for damaged items that form part of a matching set or suite but not for the other items of the set or suite which are not damaged. For example, if one kitchen cupboard is damaged **We** will replace or repair the damaged cupboard only, not the whole kitchen. If the damaged parts cannot be matched or replaced **We** will pay up to 50% towards the replacement of the undamaged parts.

Section 2 - Contents

This section applies only if it is shown in the **Schedule**

What is Covered	What is Not Covered
A. Loss of or Damage to the Contents in the Property caused by any of the following:	The amount of any Excess shown in Your Schedule .
1. Fire, explosion, lightning, earthquake.	Any amount over that shown as Your sum insured in Your Schedule .
2. Smoke.	2. Loss or damage that happens gradually.
3. Riot, civil unrest, strikes, and labour or political disturbances.	
4. Malicious acts.	4. Loss or damage caused by persons lawfully in the Property other than a tenant, where We will not pay more than £5,000. Loss or damage caused while the Property is Unoccupied .
5. Storm or Flood	
6. Escape of water or oil from any fixed water or heating installation, or from any domestic appliance.	6. Loss or damage caused while the Property is Unoccupied . Damage to the installation or appliance itself.
7. Theft or attempted theft.	7. Loss or damage occurring while the Property is Unoccupied . Loss or damage contributed to or caused by You or Your family or any person lawfully in the Property . Loss by deception unless deception is only used to gain entry to the Property . Loss or damage occurring where the Building is a self-contained flat and the theft or attempted theft is from any part of the building that other people have access to. We will not pay more than £2,500 for any one incident of theft from outbuildings (other than garages).
8. Collision involving aircraft, other flying objects, or anything falling from them; or vehicles, trains or animals.	8. Loss or damage caused by domestic pets.

Contents – continued

What is Covered	What is Not Covered
9. Falling trees or branches, lamp posts or telegraph poles.	
10. Falling radio and television aerials and dishes, and their fittings and masts.	10. Damage to the receiving aerial, fittings or mast itself.
11. Subsidence or Heave of the Land that the Buildings stand on, or Landslip .	<p>11. Loss or damage caused by the foundations settling, shrinking or expanding.</p> <p>Loss or damage caused by made up ground settling or new structures bedding down.</p> <p>Loss or damage caused by coastal or river erosion.</p> <p>Loss or damage to or resulting from movement of solid floor slabs unless the foundations beneath the external walls of Your Property are damaged by the same cause at the same time.</p> <p>Loss or damage caused by faulty design or inadequate foundations which do not meet building regulations current at the time of construction.</p> <p>Loss or damage caused by demolition, structural changes, structural repairs, groundwork, excavation, faulty workmanship or using faulty materials.</p>

Contents – continued

What is Covered	What is Not Covered
<p>12. Accidental Damage</p> <p>This extension to cover applies only if it is shown in the Schedule.</p> <p>All other Accidental Damage to the Contents while in the Property.</p>	<p>12. Damage caused while the Property is Unoccupied.</p> <p>Damage which is specifically excluded elsewhere in Section 2.</p> <p>Damage to food in freezers, clothing, sports equipment, contact lenses, stamps and pedal cycles.</p> <p>Loss in value.</p> <p>Indirect loss.</p> <p>Damage caused by:</p> <ul style="list-style-type: none">• wear and tear, depreciation, wet or dry rot, fungus, damp, beetles, moths, insects, vermin, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause;• chewing, scratching, tearing or fouling by domestic animals;• any process of dyeing, cleaning, alteration, washing, repairing, renovation or restoration.• electrical or mechanical breakdown. <p>Damage to glass, china or porcelain for any amount in excess of £500.</p>

Additional Cover under this section

What is Covered	What is Not Covered
	The amount of any Excess shown in Your Schedule .
<p>B. Glass and Mirrors Accidental Damage: to mirrors, glass tops and fixed glass in furniture, cookers and ceramic hobs in the Property.</p>	<p>B. Damage caused while the Property is Unoccupied.</p>
<p>C. Accidental Damage to audio, video and computer equipment to:</p> <p>(a) radios, televisions, video players and recorders, home computers, recording and audio equipment in the Property; or</p> <p>(b) receiving aerials, dishes and CCTV (closed-circuit television) cameras fixed to the Property.</p>	<p>C. Damage caused while the Property is Unoccupied.</p> <p>Electrical or mechanical breakdown.</p> <p>Computers or computer equipment designed to be portable.</p> <p>Video cameras, mobile phones, pagers, computer software, games, recording tapes, discs or records.</p> <p>Loss in value.</p> <p>Damage caused by:</p> <ul style="list-style-type: none"> • chewing, scratching, tearing or fouling by domestic animals; • wear and tear; • the process of cleaning, washing, repairing or restoring any item; • failure to use in line with the manufacturer’s instructions; or • anything that happens gradually.
<p>D. Household Removals</p> <p>Loss of or damage to Contents while being moved by professional furniture removers from the Property to another address (including temporary storage in a furniture depository for up to 7 consecutive days) in the British Isles.</p>	<p>D. Loss or damage to china, glass, earthenware and brittle items unless they have been packed by a professional packer.</p> <p>Loss or damage caused by scratching, denting or bruising.</p> <p>Loss or damage insured under another policy.</p>

Contents – continued

What is Covered	What is Not Covered
<p>E. Loss of Rent and the cost of Alternative Accommodation If the house or flat is damaged by any cause listed under Section 2A and, as a result, it cannot be lived in, We will pay:</p> <p>(a) for Your loss of rent; or</p> <p>(b) any reasonable extra accommodation expenses; until the Property is ready to be lived in.</p>	<p>E. We will not pay more than 20% of the Contents sum insured for any one incident.</p>
<p>F. Replacement Locks Following the accidental loss or theft of keys, We will pay for the cost of replacement locks, lock mechanisms, keys, and key switches to:</p> <p>(a) external doors and windows of the Property; or</p> <p>(b) intruder alarm systems or domestic safes fitted in the Property.</p>	<p>F. We will not pay more than £500 for any one incident.</p>
<p>G. Fuel and Metered Water We will cover the accidental loss of domestic heating fuel or metered water for which You are responsible.</p>	<p>G. Loss or damage caused while the Property is Unoccupied. We will not pay more than £1,000 for any one incident.</p>
<p>H. Contents in the Open We will cover loss of or damage to Contents by any of the causes listed under Section 2A happening in the open on Land belonging to the Property.</p>	<p>H. Loss or damage caused while the Property is Unoccupied. Loss of or damage to pedal cycles. We will not pay more than £250 for any one incident.</p>
<p>I. Emergency Access We will pay for damage to Contents following necessary access to the Property to deal with a medical emergency or to prevent damage to the Property.</p>	<p>I. We will not pay more than £1,000 for any one incident.</p>

Settlement of Claims

Sum Insured Condition

It is up to **You** to make sure that the amount **You** insure for represents the full value of the property concerned. For **Contents** this means the full cost of replacing all the property as new.

If the sum insured is less than the full replacement cost **We** will only pay the same proportion of the loss or damage as the sum insured bears to the full replacement cost.

Settling Contents claims

We can choose to settle **Your** claim by replacing, reinstating, repairing or by payment. If **We** are able to replace property, payment will be limited to the cost of replacement by **Our** preferred supplier.

A deduction for wear and tear will apply for:

- household linen; and
- property that does not belong to **You**, unless **You** are legally responsible for the cost of replacement as new under the terms of an agreement.

What We will pay - Contents claims

The most **We** will pay under paragraphs A to D for loss or damage arising out of one incident is the **Contents** sum insured shown in the **Schedule**.

We will not reduce the sum (or sums) insured by the amount paid under any claim.

Matching sets and suites

We will pay **You** for damaged items that form part of a matching set or suite but not for the other items of the set or suite which are not damaged. For example, if one kitchen cupboard is damaged **We** will replace or repair the damaged cupboard only, not the whole kitchen. If the damaged parts cannot be matched or replaced **We** will pay up to 50% towards the replacement of the undamaged parts.

General Claims Conditions

(applicable to Sections 1 and 2 of this insurance)

Notification and Conduct of Claims

Loss of or Damage to Property

In the event of loss of or damage to property likely to result in a claim **You** must:

- a) Immediately report to the police any theft, malicious damage, vandalism or loss of property and get a crime reference number.
- b) Notify **Us** by telephone or letter without unnecessary delay.
- c) At **Your** expense provide full details of the claim within thirty days.
- d) Take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.
- e) Provide any documentation **We** ask for in support of any claim.

Legal Liability

In the event of any accident or incident likely to result in a legal liability claim **You** must:

- a) Advise **Us** immediately and as soon as possible provide full written details and assistance as requested by **Us**.
- b) Immediately send to **Us** any letter, writ, summons or other legal document issued against **You** and **Your** family.
- c) Not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

Our Rights

In the event of a claim **We** may:

- a) enter into and inspect any building where loss or damage has occurred and take charge of any damaged property. No property may be abandoned to **Us**.
- b) exercise sole conduct and control over the defence or settlement of any claim made upon **You** or any other insured person by any other party and no negotiation shall be entered into nor any admission of liability or any promise, offer or payment made without **Our** consent.
- c) take over and control any proceedings in **Your** name for **Our** benefit to recover compensation from any source or defend proceedings against **You**.

Recovery of Lost or Stolen Property

If any lost or stolen property is recovered, **You** must let **Us** know as soon as reasonably possible by recorded delivery.

If the property is recovered before payment of the claim, **You** must retain ownership of all damaged and undamaged property at all times and **We** will then pay for any damage.

If the property is recovered after payment of the claim it will belong to **Us**, but **You** will have the option to retain it and refund any claim payment to **Us**.

Dual coverage within this Policy

If **You** have chosen both Buildings and Contents cover, and the loss or **Damage** is covered under both Sections, **We** will pay under only one Section for any one claim.

General Conditions

(applicable to Sections 1 and 2 of this insurance)

Applicable Law

You and **We** can choose the law which applies to this **Policy**. **We** propose that the Law of England and Wales apply. Unless **We** and **You** agree otherwise, the Law of England and Wales will apply to this **Policy**.

Arbitration

If **We** have accepted **Your** claim but disagree with the amount **We** should pay, an arbitrator will decide the matter. **You** and **We** must agree on an arbitrator in line with the law at the time. **You** must wait for the arbitrator's decision before **You** can take any legal action against **Us**.

Cancellation Rights – Statutory Period

You have the right to cancel **Your Policy** during a period of 14 days after the later of the day of purchase of the contract or the day on which **You** receive **Your Policy** documentation. If **You** wish to do so and the insurance cover has already commenced, whether within the first 14 days or not, **You** will be entitled to a refund of the premium paid subject to a deduction for the time for which **You** have been covered. This will be calculated on a pro-rata basis for the period in which **You** received cover and will include an additional charge to cover the administrative cost of providing the **Policy**.

If **You** have incurred eligible claims during the period **You** have been on cover with **Us**, no refund of premium will be given.

Cancellation outside the Statutory Period

Should **You** cancel the **Policy** after the 14 days and providing **You** have not incurred eligible claims during the period **You** have been on cover with **Us**, **You** will be entitled to a refund of premium. **We** will work out the premium for the period **We** have been insuring **You**, based on proportionate rates, and refund any balance. However, **We** will charge **You** at least two months' premium.

If **You** have incurred eligible claims during the period **You** have been on cover with **Us**, no refund of premium will be given.

We may cancel **Your Policy** at any time where there are valid reasons to do so, this includes (but not limited to):

- (a) non-payment of **Your** premium;
- (b) **Your** failure to meet the terms and conditions of this **Policy**;
- (c) failure to send **Us** information or documentation that affects **Our** ability to process a claim or defend **Our** interests;
- (d) failure to exercise **Your** duty of care regarding **Your Property**;
- (e) suspected fraud or misrepresentation;
- (f) changes to **Your** details or circumstances that **We** do not cover under this **Policy**;
- (g) use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or supplier.

We will provide **You** with 14 days prior written notice by registered post to **Your** last known address. Any premium refund will be calculated in accordance with the aforementioned guidelines, except in the case of fraud (see General Condition – 'Fraud' on page 30).

Changes of Risk

You must tell **Us** as soon as possible during the **Period of Insurance** but in any event within 30 days of any change

1. to the business
2. in the person, firm, company or organisation shown in **Your** schedule as the insured
3. to the information **You** provided to **Us** previously or any new information that increases the risk of loss as insured under any section of **Your Policy**.

Your Policy will come to an end from the date of the change unless **We** agree in writing to accept an alteration.

We do not have to accept any request to vary **Your Policy**. If **You** wish to make any alteration to **Your Policy** **You** must disclose any change to the information **You** previously provided or any new information that could affect this insurance. If **We** accept any variation to **Your Policy**, an increase in the premium or different terms or conditions of cover may be required by **Us**.

Fair Presentation of Risk

You have a duty to make a fair presentation of the risk which **You** wish to insure. This applies prior to the start of **Your Policy**, if any variation is required during the **Period of Insurance** and prior to each renewal. If **You** do not comply with this condition then

- 1 If the failure to make a fair presentation of the risk is deliberate or reckless **We** can elect to make **Your Policy** void and keep the premium. This means treating the **Policy** as if it had not existed and that **We** will not return **Your** premiums, or
- 2 If the failure to make a fair presentation of the risk is not deliberate or reckless and **We** would not have provided cover had **You** made a fair presentation, then **We** can elect to make **Your Policy** void and return **Your** premium or
- 3 If the failure to make a fair presentation of the risk is not deliberate or reckless and **We** would have issued cover on different terms had **You** made a fair presentation of the risk then **We** can:
 - a reduce proportionately any amount paid or payable in respect of a claim under **Your Policy** using the following formula. **We** will divide the premium actually charged by the premium which **We** would have charged had **You** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
 - b treat **Your Policy** as if it had included the different terms (other than payment of the premium) that **We** would have imposed had **You** made a fair presentation.
- 4 Where **We** elect to apply one of the above then
 - a. if **We** elect to make **Your Policy** void, this will be from the start of the **Policy**, or the date of variation or from the date of renewal.
 - b. **We** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **Policy**, or the date of variation or from the date of renewal
 - c. **We** will treat the **Policy** as having different terms imposed from the start of the **Policy**, or the date of variation or from the date of renewaldepending on when the failure to make a fair presentation occurs.

Fraud

If **You** or anyone acting on **Your** behalf:

- (a) makes any false or fraudulent claim,
- (b) makes any exaggerated claim,
- (c) supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine),
- (d) makes a claim for loss or damage which **You** or anyone acting on **Your** behalf deliberately caused.

We will:

- (i) refuse to pay the whole of the claim; and
- (ii) recover from **You** any sums that **We** have already paid in respect of the claim.

We will also notify **You** if **We** will be treating the **Policy** as having terminated with effect from the date of the earliest of any acts set out in (a) – (d) above. In that event, **You** will:

- have no cover under the **Policy** from the date of the termination; and
- not be entitled to any refund of premium.

Monthly Premiums

If **You** pay **Your** premium by direct debit and there is any default in payment **We** may cancel the **Policy** by giving notice in accordance with Condition – “*Cancellation Rights – Statutory Period*”, *Cancellation outside the Statutory Period*” on page 28. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

Where a claim has been made during the current **Period of Insurance** the full annual premium will be payable despite cancellation of cover and **We** reserve the right to deduct this from any claim payment. In any event a due proportion of the premium and administration charge shall be payable for the period of cover provided.

Other Insurance

If there is any other insurance covering the same claim, **We** will only pay **Our** share of the claim, even if the other insurer refuses the claim.

Reasonable Care

You must take all reasonable steps to prevent accidents, loss or damage and must maintain the property insured in sound condition and good repair.

Sanctions

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **Your Policy** that **We** will not provide cover, or pay any claim or provide any benefit under **Your Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us**, or **Our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

Your Duty to keep to the Conditions of this Policy

To be covered by this insurance, **You** must keep to the terms and conditions of this **Policy**.

General Exclusions

(applicable to Sections 1 and 2 of this insurance)

This Policy does not cover any loss, damage, liability or injury directly or indirectly caused by or contributed to or arising from:

Collapse

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 1 Buildings – K - Property Owners Liability and L - Employers Liability, **We** will not cover **You** for damage to the **Building** or structure caused by its own collapse or cracking other than for **Damage** caused by perils 1 to 10 (Sections 1 Buildings and Sections 2 Contents, as applicable).

Collusion

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 1 Buildings – K - Property Owners Liability and L - Employers Liability, **We** will not cover **You** for damage by theft or attempted theft caused by or in conjunction with **You** or any of **Your** partners, directors or **Employed Persons** or any member of **Your** family or any other person lawfully at the **Premises**.

Premises means

The address(es) shown in **Your Schedule**.

Cyber and Data

1. Notwithstanding any provision to the contrary within this **Policy**, except for any cover provided under Section 1 Buildings – K - Property Owners Liability and L - Employers Liability, this **Policy** excludes any:

1.1 **Cyber Loss**, unless subject to the provisions of paragraph 2;

1.2 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**, this **Policy** covers physical loss or physical damage to property insured 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**.

General Exclusions – continued

3. Subject to all the terms, conditions, limitations and exclusions of this **Policy**, 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 or exclusion thereto having a bearing on **Cyber Loss, Data** or **Data Processing Media**, replaces that wording.

Date Recognition

We will not cover **You** for damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **Computer System**) to recognise correctly any given date or to process **Data** or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for **Damage** resulting from causes from causes 1 to 10 (Sections 1 Buildings and Sections 2 Contents, as applicable).

Disease

1. Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 1 Buildings – K - Property Owners Liability and L - Employers Liability, **Your Policy** excludes 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 a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. Subject to the other terms, conditions and exclusions contained in **Your Policy**, these sections will cover physical damage to property insured and any **Time Element Loss** directly resulting therefrom where such physical damage is covered by **Your Policy** and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, storm, earthquake, **Flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

General Exclusions – continued

Faulty or Defective Workmanship

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 1 Buildings – K - Property Owners Liability and L - Employers Liability, **We** will not cover **You** for damage caused by or consisting of faulty or defective workmanship, operational error or omission by **You**, any **Employed Persons** or anyone on **Your** behalf, other than for **Damage** caused by perils 1 to 10 (Sections 1 Buildings and Sections 2 Contents, as applicable).

Fraud and Dishonesty

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 1 Buildings – K - Property Owners Liability and L - Employers Liability, **We** will not cover damage which results from acts of fraud or dishonesty by **You**, **Employed Persons** or any other person who is responsible for the **Buildings** or results from voluntarily parting with title or possession of any **Buildings** as a result of a fraudulent scheme, trick, device or false claim. But **We** will cover subsequent **Damage** which itself results from perils 1 to 10 (Sections 1 Buildings and Sections 2 Contents, as applicable).

Illegal Activities

Any loss or damage, legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from any part of the premises being used for illegal activities.

Loss in Value

Loss in value of any property following its repair or replacement.

Miscellaneous Damage

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 1 Buildings – K - Property Owners Liability and L - Employers Liability, **We** will not cover **You** for damage caused by or consisting of

1. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
2. change in temperature, colour, flavour, texture or finish
3. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
4. mechanical or electrical breakdown or derangement for the particular machine, apparatus or equipment where the breakdown or derangement originates

other than for **Damage** caused by perils 1 to 10 (Sections 1 Buildings and Sections 2 Contents, as applicable).

Pollution or Contamination

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 1 Buildings – K - Property Owners Liability and L - Employers Liability, **We** will not cover **You** for any loss, destruction or damage caused by pollution or contamination unless the **Damage** is caused by

1. pollution or contamination which itself results from causes 1 to 10 (Sections 1 Buildings and Sections 2 Contents, as applicable), provided that peril is covered by this **Policy**
2. any cause 1 to 10 (Sections 1 Buildings and Sections 2 Contents, as applicable), provided that peril is covered by this **Policy**, which itself results from pollution or contamination.

Radioactivity

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 1 Buildings – K - Property Owners Liability and L - Employers Liability, **We** will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by or arising from

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

Sonic Bangs

Loss of or damage to property caused by pressure waves from aircraft travelling at or above the speed of sound.

Terrorism

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 1 Buildings – K - Property Owners Liability and L - Employers Liability, **We** will not cover **You** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1. In England, Scotland, Wales, the Channel Islands and the Isle of Man
 - a. any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b. any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.
2. In Northern Ireland
 - a. any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b. any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**
 - c. riot, civil commotion and (except for **Damage** or interruption to the business caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

General Exclusions – continued

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

In any action, lawsuit or other proceedings or where We state that any loss, damage, cost or expense is not covered by this section it will be Your responsibility to prove that they are covered.

Unexplained Loss

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 1 Buildings – K - Property Owners Liability and L - Employers Liability, **We** will not cover **You** for loss, destruction or damage caused by or consisting of

1. disappearance, unexplained or inventory shortage
2. misfiling or misplacing of information.

War

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 1 Buildings – K - Property Owners Liability and L - Employers Liability, **We** will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Wear and Tear Deterioration

Notwithstanding any provision to the contrary within **Your Policy**, except for any cover provided under Section 1 Buildings – K - Property Owners Liability and L - Employers Liability, **We** will not cover **You** for damage caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or its own faulty or defective design or materials.

But **We** will cover subsequent **Damage** caused by perils 1 to 10 (Sections 1 Buildings and Sections 2 Contents, as applicable).

Section 3 – Landlords Legal Expenses Insurance

This section applies only if it is shown in the **Schedule**

HELPLINES

These helplines are administered by Arc Legal Assistance Limited

Legal & Tax Helplines

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

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or an accountant to act for **You** and **Your** problem is covered under this insurance, the advice line will ask **You** to complete a claim form. If **Your** problem is not covered under this insurance, the advice line may be able to offer **You** assistance under a private funding arrangement.

Simply telephone **0344 770 1044** and quote “**Geo Underwriting – Landlord’s Legal Expenses**”.

To maintain an accurate record **Your** telephone call may be recorded.

Lifestyle Counselling Helpline

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing.

Counsellors and information specialists are also trained to help **You** with practical problems like debt.

Simply telephone **0344 770 1036** and quote “**Geo Underwriting – Landlord’s Legal Expenses**”.

Domestic Helpline

Use the helpline following an emergency in the home for which a tradesman's assistance is required.

The helpline will provide a telephone number for an approved tradesman. **You** will be responsible for contacting and arranging for the tradesman to attend **Your** home, and any associated costs and charges. There is no insurance cover available for the tradesman costs and charges. Where appropriate **We** may substitute deployment of a tradesman with the provision of technical advice over the telephone giving **You** the means to rectify the problem **Yourself**.

Simply telephone **0333 234 3487** and quote “**Geo Underwriting – Landlord’s Legal Expenses**”.

Health and Medical Information service

This telephone service provides information on general health issues, and non-diagnostic information on medical matters. Information can be given on a wide variety of topics and on resources that provide further support.

This helpline is open 24 hours a day, seven days a week.

Simply telephone **0344 770 1036** and quote “**Geo Underwriting – Landlord’s Legal Expenses**”.

TERMS OF COVER

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

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

Claims must be reported to **Us** within 180 days of the **Insured Event** other than in relation to Tenant Eviction and Pursuit of Rent Arrears and Identity Fraud where claims must be submitted within 45 days of the **Insured Event**. Notification will only be deemed to have been made upon receipt by **Us** of a fully completed claim form accompanied with all requested supporting documentation. Failure to notify the claim within this time will invalidate the insurance.

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

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

IMPORTANT CONDITIONS

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

Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success, then **We** may decline or discontinue support for **Your** case.

Proportional Costs

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

Duty of Disclosure

Consumer

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

Non-Consumer

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

Suspension of Cover

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

DEFINITIONS

Adviser

Our panel solicitor, their agents, an accountant or other appropriately qualified person, firm or company appointed by **Us** to act for **You**.

Advisers' Costs

Reasonable legal and accountancy fees incurred by the **Adviser** up to the hourly rate shown in **Our** fee scale ruling at the time the **Adviser** is instructed and disbursements essential to **Your** case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against **You** and paid on the standard basis of assessment.

Business Aspect Enquiry

An enquiry which takes place when an officer of **HMRC** issues a formal notice under Paragraph 24(1) Schedule 18 Finance Act 1998 or S9A or S12AC of the Taxes Management Act 1970 in order to make a **Business Aspect Enquiry** into only certain boxes on **Your** self-assessment Return (whether corporate or individual).

Business Full Enquiry

An enquiry into **Your** self-assessment tax return (whether corporate or individual) commenced by **HMRC** under Section 9A or 12AC of the Taxes Management Act 1970 or pursuant to paragraph 24 (i) of Schedule 18 of the Finance Act 1998.

Contracting Party

A person, firm or company domiciled within the **Territorial Limits** with whom **You** have a direct contractual relationship.

Data Protection Legislation

The relevant **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Event**

Deposit

The sum of money collected from the **Tenant** in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) in respect of a **Tenancy Agreement** to which it applies and held by **You** or **Your** agent as an indemnity for losses incurred by **You** arising from the **Tenant** failing to perform his obligations set out in the **Tenancy Agreement**. A minimum amount equal to one month's **Rent** must be retained as the **Deposit**.

Deposit replacement insurance may be purchased in lieu of a **Deposit**, however this must meet or exceed the minimum sum above.

Dilapidations Inventory

A full and detailed inventory of **Your** contents and their condition within the **Insured Property** which has been signed by the **Tenant**.

Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

Landlords Legal Expenses Insurance – continued

Guarantor

The individual or organisation assigned to the **Tenancy Agreement** that has received a **Tenant Reference** and provided a financial guarantee of the **Tenant's** performance of his obligations under the **Tenancy Agreement**.

HMRC

H.M. Revenue and Customs in the United Kingdom.

Identity Fraud

A person or group of persons knowingly using a means of identification belonging to **You** without **Your** knowledge or permission with intent to commit or assist another to commit an illegal act.

Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

Tax

In accountancy matters the **Insured Event** arises on the date that **You** or **Your Professional Adviser** are contacted either verbally or in writing, by the relevant department of **HMRC** advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or notice of intention to investigate.

For the purposes of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Insured Property

The **Insured Property** shown in the Insurance schedule and declared to **Insurers**.

Insurers

AmTrust Europe Limited.

Legal Action

The pursuit of civil legal cases for damages or injunctions and the defence of criminal prosecutions.

Maximum Amount Payable

The maximum payable in respect of an **Insured Event** is stated below:

- Hotel Expenses - £150 per day up to a maximum of 30 days
- Storage costs - £20 per day up to a maximum of 30 days
- All other sections - £250,000

Period of Insurance

The **Period of Insurance** declared to and accepted by **Us**, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

Rent

The monthly amount payable by the **Tenant** to **You** as set out in the **Tenancy Agreement**.

Landlords Legal Expenses Insurance – continued

Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred in using a specialist panel solicitor or their agents **Tenancy Agreement**

A **Tenancy Agreement** between **You** and the **Tenant** in relation to the **Insured Property** which is:-

- (a) an Assured Shorthold **Tenancy Agreement** as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the **Territorial Limits**, or
- (b) 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 **Insured Property** is let purely for residential purposes of the **Tenant's** employees and their family, or
- (c) a written common law residential **Tenancy Agreement** created after 28th February 1997 between individuals where the **Rent** is in excess of £100,000 per annum or its equivalent outside of England and Wales but within the **Territorial Limits**, and which is:-
 - i) Appropriate for the tenancy; and
 - ii) Where relevant, signed and independently witnessed by **You**, the **Tenant(s)** and if required as a condition of the **Tenant Reference**, the **Guarantor**; and
 - iii) Free from any unreasonably restrictive covenants

The **Tenancy Agreement** must be for a fixed term of no more than 12 months or if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months.

Tenancy Period

The period of the tenancy unless notice to terminate the tenancy was issued by the landlord or **Tenant** prior to any breach of the terms of the **Tenancy Agreement** by the **Tenant**, in which case the **Tenancy Period** will end at expiry of such notice.

Tenant

The occupier of the **Insured Property** named in the **Tenancy Agreement** as the **Tenant** and who has received a **Tenant Reference** confirming that he/she can, solely or jointly with another **Tenant** or other **Tenants**, afford to cover the cost of the **Rent** in full.

Tenant Reference

A credit check against the **Tenant** and any **Guarantor** obtained from a licensed credit referencing company showing no County Court

Judgments in the past three years and no outstanding County Court Judgments, together with copies of two forms of identification, one of which must contain a photograph, and a written employers' reference on company letter headed paper confirming their permanent and current employment and that their gross monthly salary is at least a multiple of 2.5 of the **Tenant's Rent**. If all of the above are not available or in the case of student **Tenants** or **Tenants** receiving any income or housing related government benefit, a full **Tenant Reference** showing a Pass on the **Tenant** and **Guarantor** must be obtained from **Our** approved **Tenant** Referencing Company.

Details of these companies are available by referring to the Arc Legal website;

<http://www.arclegal.co.uk/informationcentre/approved-referencing-list.php>.

Landlords Legal Expenses Insurance – continued

Territorial Limits

The United Kingdom.

We/Us/Our

Arc Legal Assistance Limited who administer claims under this insurance on behalf of the **Insurers**.

You / Your

The individual or organisation shown in the insurance schedule as the policyholder and defined in the **Tenancy Agreement** as the 'Landlord' who has paid the premium and been declared to **Insurers**. If **You** die **Your** personal representatives will be covered to pursue cases covered by this insurance on behalf of **You** that arose prior to **Your** death.

COVER

Tenant Eviction and Pursuit of Rent Arrears

What is insured	What is not insured
<p>a) Legal Action against a Tenant or Guarantor to recover possession of the Insured Property where the Tenant fails to perform his obligations set out in the Tenancy Agreement relating to the rightful occupation of the Insured Property</p> <p>b) A Tenant or Guarantor for Rent arrears owed on a tenancy relating to the Insured Property once possession has been gained</p>	<p>Claims</p> <p>a) Where You fail to provide evidence that You successfully completed a Tenant Reference on the Tenant (and Guarantor if required) prior to the start of the Tenancy Agreement or where the Tenancy Agreement started more than 31 days after the Tenant Reference</p> <p>b) Arising from or connected to Your performance of Your obligations under the Tenancy Agreement</p> <p>c) Arising from dilapidations unless the missing or damaged items were contained within a Dilapidations Inventory</p> <p>d) Falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within the Territorial Limits</p> <p>e) Relating to the payment or non-payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended) or any equivalent Act outside of England and Wales but within the Territorial Limits</p> <p>f) Where the eviction of the Tenant is dealt with by a notice issued by the Home Office</p> <p>g) Where the Insured Property is not solely residential</p> <p>h) Where the Tenant is not aged 18 years or over</p>

Landlords Legal Expenses Insurance – continued

What is insured	What is not insured
	<ul style="list-style-type: none">i) Where You have allowed the Tenant into possession of the Insured Property before the Tenancy Agreement has been signed by all parties, a Tenant Reference has been obtained, the first month's Rent and the Deposit have been received in cash or cleared funds and the Dilapidations Inventory has been signed by the Tenantj) Where You have failed to keep full and up to date rental records or have allowed the Tenancy Agreement to be transferred to any other individual or organisation unless all other terms of the insurance have been complied withk) If You or Your agent gave any false or misleading information when You applied for the Tenant Referencel) Where the Tenant received a Tenant Reference subject to a Guarantor and the Guarantor was not correctly assigned to the Tenancy Agreementm) Where You are in breach of any rules, regulations or Acts of parliament relating to the Depositn) In relation to dilapidations by the Tenant to the Insured Property or its contents where You have a policy of insurance that covers the dilapidationso) Relating to any occupant of the Insured Property over the age of 18, other than the Tenantp) Where Advisers' Costs have been incurred as a result of Your failure to follow the advice of the Adviser or arising from Your failure to take any action recommended by Us or the Adviser to recover possession of the Insured Property as promptly as possible

Tenant Dilapidations Pursuit

What is insured	What is not insured
<p>Advisers' Costs to pursue Your Tenant for costs incurred in rectifying damage caused by the Tenant to the Insured Property. Costs will only be pursued once possession of the Insured Property has been regained.</p>	<p>Claims</p> <ul style="list-style-type: none"> a) Where You fail to provide evidence that You successfully completed a Tenant Reference on the Tenant (and Guarantor if required) prior to the start of the Tenancy Agreement or where the Tenancy Agreement started more than 31 days after the Tenant Reference b) Arising from or connected to Your performance of Your obligations under the Tenancy Agreement c) Arising from dilapidations unless the missing or damaged items were contained within a Dilapidations Inventory d) Where the amount in dispute is less than £250 including VAT e) Where the Insured Property is not solely residential f) Where the Tenant is not aged 18 years or over g) Where You or Your agent gave any false or misleading information when You applied for the Tenant Reference h) Where the Tenant received a Tenant Reference subject to a Guarantor and the Guarantor was not correctly assigned to the Tenancy Agreement i) Where You are in breach of any rules, regulations or Acts of Parliament relating to the Deposit j) In relation to dilapidations by the Tenant to the Insured Property or its contents where You have a policy of insurance that covers the dilapidations

Non-Tenancy Property Infringement

What is insured	What is not insured
<p>Legal Action for nuisance or trespass against the person or organisation infringing Your legal rights in relation to the Insured Property.</p> <p>The nuisance or trespass must have commenced at least 180 days after You first purchased this insurance.</p>	<p>Claims arising from a dispute relating to a Tenancy Agreement or any other lease or licence to occupy property or land</p>

Property Damage

What is insured	What is not insured
<p>Advisers' Costs to pursue Your legal rights for financial compensation for damages against a person or organisation that causes physical damage to the Insured Property. The damage must have been caused after You first purchased this insurance.</p>	

Criminal Prosecution

What is insured	What is not insured
<p>You are covered for Advisers' Costs to defend Criminal Prosecutions brought against You in relation to the Insured Property under:</p> <ul style="list-style-type: none"> i) The Gas Safety (Installation and Use) Regulations 1994 ii) The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993 iii) The Electrical Equipment (Safety) Regulations 1994 <p>and later amending regulations or their equivalent outside of England and Wales but within the Territorial Limits.</p> <p>You must take all reasonable steps to comply with the Regulations and keep evidence of compliance</p>	<p>Claims arising from something You have done, knowing it to be wrongful or ignoring that possibility</p>

Contract Disputes (Repair and Renovation of the Property)

What is insured	What is not insured
<p>Advisers' Costs incurred in the pursuit or defence of any dispute or legal proceedings made by or brought against You in a contractual dispute with a Contracting Party over the repair or renovation to an Insured Property provided that:</p> <ul style="list-style-type: none"> a) The Advisers' Costs shall be limited to 75% of the sum in dispute; and b) The amount in dispute must exceed £1,000 and the contract value is less than £100,000. 	<p>Claims arising from:</p> <ul style="list-style-type: none"> a) Contracts that provide or arrange credit insurance securities or guarantees; b) Contracts where the liability or Your right of recovery is incurred through Your agent or by assignment; c) Contracts governed by or alleged to be governed by the Consumer Credit Act 1974; d) Contracts of employment; or e) A Tenancy Agreement or a licence to use the Insured Property.

Squatters Eviction

What is insured	What is not insured
<p>You are covered to pursue a Legal Action to evict anyone who is not Your Tenant or ex-Tenant from the Insured Property and who has not got Your permission to be there. Please note, for England, Wales and Scotland, squatting is a criminal offence, therefore please contact the police in the first instance.</p>	<p>Claims where You failed to properly secure the Insured Property.</p>

Tax Disputes

What is insured	What is not insured
<p>Advisers' Costs incurred by You and arising directly from Business Full Enquiries or Business Aspect Enquiries subject to the following conditions.</p> <ul style="list-style-type: none"> a) You must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to HMRC and other agencies and have made all returns and payments except those which are disputed and provided information to these bodies where applicable. b) You must contact the Legal Helpline as soon as possible after the Insured Event and comply with the advice given. c) You or Your Adviser should notify Us as soon as possible if You receive any invitation by HMRC to make an offer in settlement. d) In respect of Business Full Enquiries or Business Aspect Enquiries Your Adviser must provide to Us a copy of the HMRC notice of enquiry and a copy of the return giving rise to the enquiry. 	<ul style="list-style-type: none"> a) Involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with by a Special Compliance Office, Boards Investigation Unit of any other special office of HMRC b) Where deliberate miss-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities with intent to deceive c) Where You have failed to give Your business status to the relevant authorities within a statutory period or where You have failed to maintain or submit accurate, truthful and up to date records, or where returns have not been submitted within statutory time limits or requirements d) Which originate from any enquiry, investigation or dispute which existed before the first Period of Insurance e) Involving tax avoidance schemes <p>Advisers' Costs:-</p> <ul style="list-style-type: none"> a) Incurred in dealing with technical or routine matters not connected with or arising out of an expression of dissatisfaction with Your affairs b) Incurred in correcting any deficiencies in books, records, accounts or returns including the costs of repairing a return. c) Arising after You receive a notice telling You that the enquiry has been completed

Hotel Expenses & Storage Costs

What is insured	What is not insured
<p>a) Hotel expenses incurred by You, whilst You try to get a possession order for Your Insured Property so You can live in it subject to the following conditions:</p> <ul style="list-style-type: none">i) You have nowhere else to stay.ii) A claim under Tenant Eviction is being pursued.iii) Evidence is provided for the costs incurred by You staying in a hotel.iv) Cover will cease as soon as possession of the Insured Property has been gained and it is in a habitable condition. <p>b) Costs incurred by You to store Your household possessions while You are unable to reoccupy the Insured Property subject to the following conditions.</p> <ul style="list-style-type: none">i) A claim is being pursued under hotel expenses aboveii) Evidence is provided for the storage costs incurred by You	

Identity Fraud

What is insured	What is not insured
<p>In respect of Insured Events arising from Identity Fraud You are covered for Advisers' Costs to defend Your legal rights and/or take reasonable steps to remove County Court Judgments against You that have been obtained by an organisation that You allege to have purchased, hired or leased goods or services from. Cover is only available if You deny having entered into the contract and allege that You have been the victim of Identity Fraud.</p>	<p>Claims</p> <ul style="list-style-type: none">a) Where the claim is false or fraudulentb) Where You did not take reasonable precautions against Identity Fraud or take action to protect yourself from Identity Fraudc) Where the Identity Fraud has been carried out by somebody living with Youd) For any losses other than Advisers' Costs incurred by You as a result of Identity Fraude) Where the Insured Event began to occur within 30 days of You first purchasing this insurance or similar insurance which expired immediately before this insurance began

GENERAL EXCLUSIONS (applicable to the whole of Section 3 – Landlords Legal Expenses Insurance)

1. There is no cover:-

- a) Where the **Insured Event** occurs within the first 90 days of the **Period of Insurance** where the **Tenancy Agreement** commenced before the **Period of Insurance** unless **You** had continuous previous insurance
- b) Where **Your** act, omission or delay prejudices **Your** or the **Insurers** position in connection with the **Legal Action** or prolongs the length of the claim
- c) Arising from a dispute between **You** and **Your** agent or mortgage lender
- d) Where the **Insured Event** began to occur or had occurred before **You** purchased this insurance
- e) Where **You** should have realised when purchasing or renewing this insurance that a claim under this insurance might occur
- f) Where **You** have breached a condition of this insurance
- g) Where **Advisers' Costs** have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- h) For any claim which is not submitted to **Us** within 180 days of the **Insured Event** occurring other than in relation to sections of cover Tenant Eviction and Pursuit of Rent Arrears and Identity Fraud where claims must be submitted within 45 days of the **Insured Event**
- i) For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- j) For damages, interest, fines or costs awarded in criminal courts
- k) Where **You** have other legal expenses insurance cover
- l) For claims made by or against Geo Personal Lines, the **Insurers**, the **Adviser** or **Us**
- m) For appeals without the prior written consent of **Us**
- n) Prior to the issue of court proceedings or unless a conflict of interest arises, for the costs of any legal representative other than those of the **Adviser**
- o) Where an estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute
- p) Where **You** commit, or are alleged to have committed, a criminal offence, or **You** are liable to a civil penalty unless this policy expressly covers **You** in the event of such offence or penalty.

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

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

3. Contracts (Rights of Third Parties) Act 1999

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

GENERAL CONDITIONS (applicable to the whole of Section 3 – Landlords Legal Expenses Insurance)

1. Claims

- a) **You** must report claims as soon as possible within 180 days of the **Insured Event** other than in relation to Tenant Eviction and Pursuit of Rent Arrears and Identity Fraud where claims must be submitted within 45 days of the **Insured Event**, by completing and submitting the claim form with all relevant information.
- b) If **Rent** is overdue the **Tenant** and any **Guarantor** must be contacted within seven days to establish the reason for the default. If the **Rent** is not paid within a further seven days the **Tenant** and any **Guarantor** must be contacted again. If the **Tenant/Guarantor** cannot be contacted, and it is lawful to do so, **You** or **Your** agent must serve notice of a requirement to undertake an inspection in accordance with **Your** rights within the **Tenancy Agreement** and visit the **Insured Property**. **You** should seek legal advice if **You** are unsure that such an inspection is lawful.
- c) **You** and **Your** agent must act promptly to gain vacant possession of the **Insured Property** and recover **Rent** arrears.
- d) In the event of a claim, **You** or **Your** agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **Tenant** has vacated the **Insured Property**.
- e) **You** and/or **Your** agent must attend any court hearing in relation to an **Insured Event** if requested to do so by **Us** or the **Adviser**. Failure to attend will result in all cover under this insurance being withdrawn with immediate effect and no further claim payments being made.
- f) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.
- g) **We**, on behalf of **Insurers** have the right under subrogation to pursue **Legal Action** against the **Tenant** or any **Guarantor** to recover **Rent** and **Advisers' Costs**.
- h) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are required and **You** wish to nominate an alternative **Adviser** to act for **You**, **You** may do so. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.

- i) The **Adviser** will:-
 - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii) Keep **Us** regularly advised of **Advisers' Costs** incurred.
 - iv) Advise **Us** of any offers to settle and payments in to court. If contrary to **Our** advice such offers, or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi) Attempt recovery of costs from third parties.
- j) In the event of a dispute arising as to **Advisers' Costs**, **We** may require **You** to change **Adviser**.
- k) **Insurers** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- l) **You** shall supply all information requested by the **Adviser** and **Us**.
- m) **You** are liable for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.
- n) Any monies recovered from the **Tenant** or **Guarantor** will be retained by **Us** to pay for any **Advisers' Costs** or **Rent** that has been paid by **Insurers** under this insurance.

2. Prospects of Success

At any time, **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

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

3. Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

4. Disputes

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

5. Disclosure

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

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

6. Fraud

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

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

7. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

8. Cancellation

You may cancel this insurance at any time by writing to **Your** insurance advisor providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance.

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

- 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

9. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

10. Change in Law

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

CUSTOMER SERVICES INFORMATION HOW TO MAKE A CLAIM

Claims must be notified to the Claims Line within 180 days of the **Insured Event** other than in relation to Tenant Eviction and Pursuit of Rent Arrears and Identity Fraud where claims must be submitted within 45 days of the **Insured Event**.

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

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

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

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

Claims Line

You should telephone **0344 770 1044** and quote “**Geo Underwriting – Landlord’s Legal Expenses**”.

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

Claim forms can also be obtained from:-

<https://claims.arclegal.co.uk>

What happens next:

The claim will be assessed and if accepted and deemed appropriate, an Enquiry Agent will visit the **Tenant** and any **Guarantor**. If the Enquiry Agent is unable to reach an agreement with the **Tenant/Guarantor** to remedy his failure to perform his obligations under the **Tenancy Agreement**, **Our** panel solicitors or their agents will be appointed to act for **You**.

You or **Your** agent must give all information requested by **Us** or the **Adviser** within five days of receiving the request for that information.

You or **Your** agent must attend any court hearing if requested by the **Adviser**.

This claims procedure should be read in conjunction with the main terms and conditions of the insurance.

Privacy and Data Protection Notice

1. Data Protection

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

www.arclegal.co.uk

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

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

3. Sensitive Personal Data

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

4. Disclosure of Your Personal Data

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

5. Your Rights

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

6. Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

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

Landlords Legal Expenses Insurance – continued

Customer Service

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

Our contact details are:

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

The Financial Ombudsman Service contact details are:

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

Compensation

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

Authorisation

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

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

Regulatory Notices and Information

applicable to Sections 1 – 2 of this insurance

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.

Financial Services Compensation Scheme

Geo Personal Lines and the insurers of this **Policy** are covered by the Financial Services Compensation Scheme (FSCS). If **We** are unable to meet **Our** obligations, **You** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk.

Fair Processing Notice

The privacy and security of **Your** information is important to **Us**. This notice explains who **We** are, the types of information **We** hold, how **We** use it, who **We** share it with and how long **We** keep it. It also informs **You** of certain rights **You** have regarding **Your** personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who Are We?

Geo Personal Lines (part of the Ardonagh Group of companies) is the Data Controller of the information **You** provide **Us** and is registered with the Information Commissioner's Office for the products and services **We** provide to **You**.

You can contact **Us** for general data protection queries by email to dataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 2 Minster Court, Mincing Lane, London, EC3R 7PD. Please advise **Us** of as much detail as possible to comply with **Your** request.

For further information about the Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

What Information do We Collect?

We will collect personal information which may include **Your** name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to **Your** enquiry or product and payment details (including bank account number and sort code) which **We** need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing **You** with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. **We** will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If **You** object to use of this information, then **We** will be unable to offer **You** the product or service requested.

How do we use your personal information?

We will use **Your** personal information to

- assess and provide the products or services that **You** have requested
- communicate with **You**
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact **You** about products that are closely related to those **You** already hold with **Us**
- provide additional assistance or tips about these products or services
- notify **You** of important functionality changes to **Our** websites

We make outbound phone calls for a variety of reasons relating to many of **Our** products or services (for example, to update **You** on the progress of a claim or to discuss renewal of **Your** insurance contract).

We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure **We** comply with them.

To ensure confidentiality and security of the information **We** hold, **We** may need to request personal information and ask security questions to satisfy ourselves that **You** are who **You** say **You** are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and **We** may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing Your Personal Information

We follow strict security procedures in the storage and disclosure of **Your** personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information **You** provide to **Us**, including information provided via forms **You** may complete on **Our** websites, and information which **We** may collect from **Your** browsing (such as clicks and page views on **Our** websites). Any new information **You** provide **Us** may be used to update an existing record **We** hold for **You**.

When do we share your information?

To help **Us** prevent financial crime, **Your** details may be submitted to fraud prevention agencies and other organisations where **Your** records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjustors) deliver some of **Our** products or provide all or part of the service requested by **You**. In these instances, while the information **You** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **You** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management.

The data **We** collect about **You** may be transferred to, and stored at, a destination outside of the European Economic Area (“EEA”). It may also be processed by staff operating outside of the EEA who work for **Us** or for one of **Our** suppliers. Such staff may be engaged in, amongst other things, the provision of information **You** have requested.

If **We** provide information to a third party, **We** will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that **Your** data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on **Your** information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer’s Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share **Your** information with anyone **You** have authorised to deal with **Us** on **Your** behalf.

How Long Do We Keep Your Information For?

We will not keep **Your** personal information longer than is necessary for the purpose for which it was provided unless **We** are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service **We** provide. In certain cases, **We** will keep **Your** information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by **You** or a third party at a future date, even after **Your** contract with **Us** has ended.

Regulatory Notices and Information - continued

Your rights

Under data protection law **You** have the right to change or withdraw **Your** consent and to request details of any personal data that **We** hold about **You**. This may result in the products and services which **We** supply, no longer being available to **You**.

Where **We** have no legitimate reason to continue to hold **Your** information, **You** have the right to be forgotten.

We may use automated decision making in processing **Your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision that **You** are unhappy with.

Further details of **Your** rights can be obtained by visiting the Information Commissioner's Office website at <https://ico.org.uk/>



geo/PERSONAL LINES

Geo Personal Lines is a trading style of Midas Underwriting Limited
Midas Underwriting Ltd. Registered Office: Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL
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FCA Register No 303525.

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