



The **buildings** are insured against loss or damage caused by:

7. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation. (continued)

8. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal.

9. Leakage of oil from any fixed oil fired heating installation.



We will not pay for:

- Loss or damage occurring if the **home** has not been **lived in** for more than 40 consecutive days at the time of the loss or damage. There is also no cover prior to the commencement of the first tenancy, between lets, or where **you** or **your** managing agent are aware that the **home** is not being **lived in**, unless the requirements of general condition 12 have been met.
 - Loss or damage resulting from frost damage unless all water tanks, pipes in the loft, and other exposed pipes are lagged.
 - Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers, and baths as a result of taps being left on in the **home**. (If it is **accidental damage** and **you** have cover under paragraph 15, this would be insured subject to the exceptions and excess applicable to that paragraph.)
 - Loss or damage caused by the failure or lack of grout and/or sealant in the **home**.
 - Loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies.
 - Loss or damage caused by subsidence, heave or landslip. (**Subsidence** or **heave** of the site on which the buildings stand or **landslip** caused by escape of water would be insured under paragraph 5 and subject to the exceptions and excess applicable to that paragraph.)
-
- Loss or damage caused by domestic pets.
-
- The first £500 (in addition to any other amount for which **you** are responsible) of each and every incident of loss or damage occurring if the **home** has not been **lived in** for more than 40 consecutive days at the time of the loss or damage.
 - Loss or damage during a **period of unoccupancy**. There is also no cover prior to the commencement of the first tenancy, between lets, or where **you** or **your** managing agent are aware that the **home** is not being **lived in**, unless the requirements of general condition 12 have been met.

✓	<p>The buildings are insured against loss or damage caused by:</p>	✗	<p>We will not pay for:</p>
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- 10. Falling trees and branches.

- 11. Falling television and radio receiving aerials, aerial fittings or masts.

✓	<p>This section also provides insurance for the buildings against:</p>	✗	<p>We will not pay for:</p>
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- 12. **Accidental damage** to underground pipes or cables serving the **buildings**.
 - Damage for which **you** are not legally responsible.
 - Damage to any part of the pipe or cable above ground level.

- 13. **Accidental breakage** of:
 - i) fixed glass including ceramic hobs forming part of the **buildings**; and
 - ii) fixed **sanitaryware** forming part of the **buildings**.
 - The first £500 (in addition to any other amount for which **you** are responsible) of each and every incident of loss or damage occurring if the **home** has not been **lived in** for more than 40 consecutive days at the time of the loss or damage.
 - Loss or damage during a **period of unoccupancy**. There is also no cover prior to the commencement of the first tenancy, between lets, or where **you** or **your** managing agent are aware that the **home** is not being **lived in**, unless the requirements of general condition 12 have been met.

- 14. Frost damage to any plumbed-in domestic water or heating installation.
 - Loss or damage occurring if the **home** has not been **lived in** for more than 40 consecutive days at the time of the loss or damage. There is also no cover prior to the commencement of the first tenancy, between lets, or where **you** or **your** managing agent are aware that the **home** is not being **lived in**, unless the requirements of general condition 12 have been met.
 - Loss or damage resulting from frost damage unless all water tanks, pipes in the loft, and other exposed pipes are lagged.

Paragraph 15 only applies if the policy schedule for the particular property insured shows that extended **accidental damage** and malicious damage by **tenants to buildings** is included.



The **buildings** are insured against:

- 15.i) **Accidental damage**; or
 ii) malicious damage by **tenants**.



We will not pay for:

- The first £250 (in addition to any other amount for which **you** are responsible) of each and every incident of damage.
- Damage occurring while any of the **tenants** in the **home** are students.
- Damage unless the **policyholder** has obtained satisfactory credit references from a licensed Credit Referencing Agency prior to granting the tenancy. The **tenant(s)** must have given permission for this information to be released in the event of a claim.
- The costs of maintenance and routine decoration, damage caused by any process of cleaning or restoring, or electrical or mechanical breakdown.
- Damage caused by settlement, shrinkage or expansion of the **buildings** or the site.
- Damage caused by vermin, insects or fungus.
- Damage caused by scratching or denting.
- Damage caused by wear and tear, depreciation, rot, the effect of light, atmospheric or climatic conditions or other damage that happens gradually over a period of time.
- Damage caused by chewing, scratching, tearing or fouling by domestic pets.
- Damage occurring during a **period of unoccupancy**.
- Damage caused by water entering the **buildings**. (Water damage caused by an event under paragraphs 1 to 14 is insured subject to the exceptions and excess applicable to that paragraph.)
- Damage occurring while the **buildings** are undergoing demolition, structural alterations or structural repairs.
- Damage from any cause described in paragraphs 1 to 14 of this section. (Such damage would be insured under the appropriate paragraph subject to the exceptions and excess applicable to that paragraph).



We also provide cover for:



We will not pay for:

A. Loss of rent or alternative accommodation

During the period the **home** is made uninhabitable by any cause covered under this section, **we** will at **our** option pay for either:

- i) loss of rent that is no longer payable to **you**; or
- ii) the cost of comparable alternative accommodation for the **tenant(s)** who occupied the **home** at the time of the incident that gave rise to the damage.

- Any loss when the **home** is untenanted unless at the time of the incident giving rise to the damage, there was a signed tenancy agreement to confirm future occupation;
- Any loss once the damaged part of the **home** is habitable.

B. Any purchaser following the sale of the buildings

If **you** contract to sell the **buildings** the purchaser will be entitled to the benefit of the cover provided by part 1 of section 1 of this **policy** between exchange of contracts and completion of the sale provided that:

- i) the purchaser completes the purchase; and
- ii) the **buildings** are not otherwise insured.

C. Additional costs

If the following costs are incurred with **our** consent in making good the insured loss or damage, **we** will pay for:

- i) Architects', surveyors', consulting engineers' and legal fees.
- ii) The cost of clearing the site and making safe the damaged parts of the **buildings**.
- iii) Costs incurred solely because of the need to comply with any statutory requirement or local authority by-law.
- iv) The cost of making good damage to landscaped gardens caused by Fire Brigade equipment and personnel in the course of combating fire.

- Fees incurred in the preparation of a claim.
- The cost of stabilising the site.
- The cost of removing trees other than as is necessary to enable repairs to be carried out.
- Costs arising from a notice served prior to the date of the loss or damage.

D. Tracing and accessing leaks inside the home

The insurance provided by paragraphs 7 and 9 of this section also covers the costs involved in tracing the source of the escape of water or leakage of oil and replacement or repair of any walls, floors or ceilings (including fixtures and fittings attached to them) inside the **home** where this occurs in the course of these investigations. Cover is subject to the exclusions and excess that apply to paragraphs 7 and 9.

E. Theft of keys

If **your** keys are stolen **we** will pay for the replacement and installation of door locks for any external door of the **home**.

INFLATION PROTECTION UNDER PART 1

This only applies if your policy schedule shows that inflation protection applies to buildings.

The sum insured is linked to the House Rebuilding Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors. If this index is no longer published, **we** will use a suitable alternative index.

Each month **we** will automatically adjust the sum insured in line with changes in the index. At renewal, the premium will be based on the adjusted sum insured. Should the index fall below zero, **we** will not reduce the sum insured.

During the period of repairs resulting from loss or damage, the sum insured will continue to be index-linked, provided **you** ensure that the work is carried out without delay.

CLAIMS SETTLEMENT UNDER PART 1

- We** will pay the cost to **us** of any necessary replacement or repair work carried out, provided that, immediately prior to the incident giving rise to the damage, the **buildings** are in good repair.

Also see general condition 11. **Our** rights following a claim.

- We** will either make a deduction for wear and tear from the cost to **us** of any necessary replacement or repair work or at **our** option pay the reduction in market value resulting from the damage, where:
 - replacement or repair is not carried out; or
 - immediately prior to the incident giving rise to the damage the **buildings** are not in good repair.

- The maximum amount **we** will pay in respect of any one claim is:

i) Buildings (including additional costs – see paragraph C).	The sum recorded on your policy schedule for the particular property insured.
ii) Loss of rent or alternative accommodation (see paragraph A).	£40,000.
iii) For tracing and accessing leaks (see paragraph D).	£5,000.
iv) Theft of keys (see paragraph E).	£750.

The sum insured will not be reduced following payment of a claim, provided that all replacement or repair work is completed and any reasonable recommendations **we** make to prevent further damage are carried out without delay.

PART 2 – PROPERTY OWNERS' LIABILITY TO THIRD PARTIES.



We will cover **you** against liability at law for damages payable in respect of:

- death or bodily injury (including disease and illness);
- loss of or damage to material property; caused by an accident occurring during the **period of insurance** and incurred by **you**:

- i) as owner of the **buildings**;
- ii) in respect of any buildings previously owned by **you** for residential purposes and incurred as a result of section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975.

Section 3 of the Defective Premises Act 1972 provides that **you** are not relieved of any legal responsibility arising from work done on any building owned by **you** simply because **you** sold that building after the work was done.

If this **policy** is cancelled when **you** sell the **home** the cover provided by paragraph ii) above will continue for seven years from the date that cover was cancelled.



We will not pay for liability arising from:

- Loss of or damage to material property belonging to **you** or under **your** charge or control.
- Liability arising from:
 - i) Death of or bodily injury (including disease and illness) to **you** or any person employed by **you**.
 - ii) **Your** business, trade, profession or employment except for the letting of the **home** or any part thereof for private residential purposes.
 - iii) Accidents for which **you** may be responsible as occupier of the **buildings**.
 - iv) The use or possession of lifts.
 - v) A contractual obligation.
 - vi) **Your** wilful or malicious act.
 - vii) Any incident insured by another insurance policy (or that would be insured if this **policy** did not exist) except for any amount over the limit payable (and for which payment has been agreed) under the other insurance policy.

CLAIMS SETTLEMENT UNDER PART 2

The maximum amount **we** will pay for any one claim or number of claims arising out of any one incident is:

- £2,000,000; and
- all legal costs and expenses that **you** have to pay, provided they are incurred with **our** written consent.

If **you** die **we** will cover **your** personal representatives for any liability incurred by **you** and insured by this **policy**.

PART 3 – HOME EMERGENCY COVER.

Cover under this part is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm register number is 202664. You can check this 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.



See the policy definitions on pages 11-13.



We will pay for:

- Call out charges, labour and parts or materials for immediate repairs to stabilise and remove the **emergency**.

We will send a repairer to assess the situation and carry out emergency work arising from:

1. Burst pipes or sudden leakage.
2. Break in or vandalism, compromising the security of the **home**.
3. Storm damage causing water to enter the **home** or likely to cause further loss or damage to the **home** or its **contents**.
4. Impact damage by falling trees, or by a vehicle or a plane or aerial debris.
5. i) Failure of the domestic water mains supply leaving the **home** with no running water.
 - ii) Failure of the gas supply pipe leaving the **tenant** unable to use the gas appliances.
 - iii) Failure of the domestic electricity system leaving the **home** without electricity.
 - iv) Blocked drains.
6. i) Failure of the domestic hot water system.
 - ii) Total failure of the central heating system between the months of September and April inclusive.
7. A smashed toilet bowl or cistern, or breakage of the cistern internal mechanism that prevents flushing.
8. Sudden damage that either allows water to enter the **home**, or compromises the security of the **home**, caused by **subsidence** or **heave** or **landslip** breaking external windows, doors or their frames.



We will not pay for:

- Routine day to day home maintenance.
- In connection with the boiler or warm air unit:
 - i) Air locks in the central heating piping.
 - ii) Malfunctioning of the central heating wall or room thermostats.
 - iii) Central heating failure in the months May to August inclusive.
 - iv) Failure of the central heating pump.
 - v) Failure of zone or changeover valves.
 - vi) Any claim involving a boiler or warm air unit with an output exceeding 170,000 btu's capacity.
 - vii) Any boiler or warm air unit more than eight years old.
 - viii) Replacement of any boiler or warm air unit if repair or reinstatement is not possible due to non-availability of parts.
- The following incidents or circumstances:
 - i) Breakage of internal glass or of any basin, bath, bidet or shower base.
 - ii) Failure of any services where the problem is situated outside the boundary of the plot of land on which the **home** is situated or beyond the part of the sole or shared supply system or piping for which **you** are legally responsible.
 - iii) The cost of effecting permanent repairs once the immediate emergency situation has been resolved, including any redecoration or making good the structure, fixtures and fittings of the **home**.

CLAIMS SETTLEMENT UNDER PART 3

The maximum amount **we** will pay for call out labour and parts or materials arranged by **us** and arising from any one incident is £500 (including VAT).

GENERAL EXCEPTIONS APPLYING TO PART 3

We will not pay for:

1. Circumstances already known to **you** when **you** applied for insurance or before the **period of insurance** begins.
2. Damage to **contents** of the **home**.
3. An insured event where the cost can be recovered from elsewhere, for example under another insurance policy or maintenance agreement.
4. Subsequent claims arising from the same cause or event where the original fault has not been properly repaired (unless the repair was carried out under the terms of this **policy** by **our** approved tradesman).
5. Any claim where Health and Safety regulations or a risk assessment that has been carried out, prevent **our** authorised contractors being able to attend to the **emergency** or carry out work in **your home**.
6. Any deliberate act of any **insured person** or **tenant**.
7. **Electronic failure**.

GENERAL CONDITIONS APPLYING TO PART 3

If work carried out exceeds £500 (including VAT) **you** will be expected to pay the **repairer** promptly.



HOW TO GET HELP.

After checking **your** circumstances are covered, please call the 24 hour emergency helpline on:



0800 072 4680

(with **your** policy number)

You should always immediately contact the emergency services or the public supply authority if there is an emergency that could result in serious damage or danger.

Suspected gas leaks should always be reported to the National Gas emergency helpline on:



0800 111 999

SECTION 2. CONTENTS AND LEGAL LIABILITY TO THIRD PARTIES.

This section only applies if it is shown on the policy schedule for the particular property insured.

i See also the policy definitions on pages 11-13 and the general conditions and exceptions on pages 14-20.

PART 1 – CONTENTS.



The **contents** are insured against loss or damage caused by:

1. Fire, smoke, explosion, lightning or earthquake.
2. Riot, civil commotion, strikes or labour disturbances.



We will not pay for:

- The first £100 of each and every incident of loss or damage under part 1 of this section (other than for 7. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation and if chosen, paragraph 12. **Accidental damage** and malicious damage by **tenants**).
- Loss or damage caused by tobacco burns, scorching, melting, warping or other forms of heat distortion unless accompanied by flames. (If it is **accidental damage** and **you** have cover under paragraph 12 this would be insured subject to the exceptions and excess applicable to that paragraph).
- Loss or damage occurring where **you** have:
 - i) participated in, assisted, encouraged or facilitated the riot or spread of the riot.
 - ii) contributed, directly or indirectly, to any damage, destruction or theft of property during the riot.
 - iii) committed a criminal offence relating to the riot.



The **contents** are insured against loss or damage caused by:

3. Malicious acts or vandalism.

4. Storm or flood.

5. **Subsidence** or **heave** of the site on which the **home** stands or **landslip**.

6. Theft or attempted theft.



We will not pay for:

- The first £500 (in addition to any other amount for which **you** are responsible) of each and every incident of loss or damage occurring if the **home** has not been **lived in** for more than 40 consecutive days at the time of the loss or damage.
- Loss or damage during a **period of unoccupancy**. There is also no cover prior to the commencement of the first tenancy, between lets, or where **you** or **your** managing agent are aware that the **home** is not being **lived in**, unless the requirements of general condition 12 have been met.
- Loss or damage caused by **you**, **your** domestic employees or any **tenant**. (Malicious damage by **tenants** would be insured under paragraph 12 if chosen, subject to the exceptions and excess applicable to that paragraph.)
- **Computer virus**.
- Loss or damage caused by underground water.
- Loss or damage caused by:
 - i) compaction of infill;
 - ii) **settlement** of the **buildings**; or
 - iii) river or coastal erosion.
- Loss or damage arising from defective design, defective materials or faulty workmanship.
- Loss or damage occurring while the **home** is undergoing demolition, structural alterations or structural repairs.
- The first £500 (in addition to any other amount for which **you** are responsible) of each and every incident of loss or damage occurring if the **home** has not been **lived in** for more than 40 consecutive days at the time of the loss or damage.



The **contents** are insured against loss or damage caused by:

6. Theft or attempted theft.
(continued)

7. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation.



We will not pay for:

- Loss or damage during a **period of unoccupancy**. There is also no cover prior to the commencement of the first tenancy, between lets, or where **you** or **your** managing agent are aware that the **home** is not being **lived in**, unless the requirements of general condition 12 have been met.
 - Any loss or damage unless force and violence is used to gain entry to the **home**.
 - Loss or damage caused by **you**, **your** domestic employees, or **tenant**.
-
- The first £250 (in addition to any other amount for which **you** are responsible) of each and every incident of loss or damage.
 - Loss or damage occurring if the **home** has not been **lived in** for more than 40 consecutive days at the time of the loss or damage. There is also no cover prior to the commencement of the first tenancy, between lets, or where **you** or **your** managing agent are aware that the **home** is not being **lived in**, unless the requirements of general condition 12 have been met.
 - Loss or damage resulting from frost damage unless all water tanks, pipes in the loft, and other exposed pipes are lagged.
 - Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers, and baths as a result of taps being left on in the **home**. (If it is **accidental damage** and **you** have cover under paragraph 12, this would be insured subject to the exceptions and excess applicable to that paragraph.)
 - Loss or damage caused by the failure or lack of grout and/or sealant in the **home**.
 - Loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies.



The **contents** are insured against loss or damage caused by:

8. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal.

9. Leakage of oil from any fixed oil fired heating installation.

10. Falling trees and branches.

11. Falling television and radio receiving aerials, aerial fittings or masts.



We will not pay for:

- Loss or damage caused by domestic pets.
- The first £500 (in addition to any other amount for which **you** are responsible) of each and every incident of loss or damage occurring if the **home** has not been **lived in** for more than 40 consecutive days at the time of the loss or damage.
- Loss or damage during a **period of unoccupancy**. There is also no cover prior to the commencement of the first tenancy, between lets, or where **you** or **your** managing agent are aware that the **home** is not being **lived in**, unless the requirements of general condition 12 have been met.

Paragraph 12 only applies if the policy schedule for the particular property insured shows that **accidental damage** and malicious damage by **tenants** to **contents** is included.



The **contents** are insured against:

- 12.i) **Accidental damage**; or
- ii) malicious damage by **tenants**.



We will not pay for:

- The first £250 (in addition to any other amount for which **you** are responsible) of each and every incident of damage.
- Damage occurring while any of the **tenants** in the **home** are students.
- Damage unless the **policyholder** has obtained satisfactory credit references from a licensed Credit Referencing Agency prior to granting the tenancy. The **tenant(s)** must have given permission for this information to be released in the event of a claim.
- **Computer virus.**
- Damage caused by chewing, scratching, tearing or fouling by domestic pets.
- Damage caused by vermin, insects or fungus.
- Damage caused by scratching or denting.
- Damage caused by wear and tear, depreciation, rot, the effect of light, atmospheric or climatic conditions or other damage that happens gradually over a period of time.
- Damage caused by dyeing, process of cleaning or restoring, maintenance, repair or dismantling, electrical or mechanical breakdown.
- Damage occurring during a **period of unoccupancy**.
- Damage caused by water entering the **home**. (Water damage caused by an event under paragraphs 1 to 11 is insured subject to the exceptions and excess applicable to that paragraph.)
- Damage occurring while the **home** is undergoing demolition, structural alterations or structural repairs.
- Damage from any cause described in paragraphs 1 to 11 of this section. (Such damage would be insured under the appropriate paragraph subject to the exceptions and excess applicable to that paragraph).



We also provide cover for:



We will not pay for:

A. Contents in the common parts shared by the home

The insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to **contents** in the common parts shared by the **home** to which the **tenants** have access subject to the exclusions and excess applicable to that paragraph.

B. Contents in the garden

The insurance provided by paragraphs 1 to 3 and 5 to 11 of this section also covers loss or damage to **contents** outside the **home** but within the boundaries of the land belonging to the **home**.

- Loss or damage caused by storm or flood.
- Theft or attempted theft from any vehicle.
- Loss or damage occurring during a **period of unoccupancy**.

C. Theft of keys

If **your** keys are stolen **we** will pay for the replacement and installation of door locks for any external door of the **home**.

D. Metered Water

We will pay for loss of **your** metered water following **accidental damage** to **your** domestic water or heating installations.

- Loss occurring during a **period of unoccupancy**. There is also no cover prior to the commencement of the first tenancy, between lets, or where **you** or **your** managing agent are aware that the **home** is not being **lived in**, unless the requirements of general condition 12 have been met.
- Loss or damage resulting from frost damage unless all water tanks, pipes in the loft, and other exposed pipes are lagged.

INFLATION PROTECTION UNDER PART 1

The sum insured is linked to the general Retail Price Index published by the UK Government's National Statistics office. If this index ceases to be published **we** will use a suitable alternative index.

Each month **we** will automatically adjust the sum insured in line with changes in the index. At renewal the premium will be based on the adjusted sum insured. Should the index fall below zero **we** will not reduce the sum insured.

CLAIMS SETTLEMENT UNDER PART 1

1. **We** will at **our** option:

- i) replace as new;
- ii) pay the cost to **us** of replacing as new; or
- iii) repair; or
- iv) pay the cost to **us** to repair;

any item of **contents** (except for household linen more than two years old) provided that the **contents** sum insured at the time of the loss or damage is sufficient to replace all the **contents** in the **home** in an as new condition.

Also see general condition 11. **Our** rights following a claim.

2. **We** will make a deduction for wear and tear from the cost to **us** of replacement or repair if

- i) household linen more than two years old is stolen or damaged;
- ii) the **contents** sum insured at the time of loss or damage is not sufficient to replace all the **contents** of the **home** in an as new condition.

3. The maximum amount **we** will pay in respect of any one claim:

<ul style="list-style-type: none"> i) a) Contents in the home. b) Contents in the common parts shared by the home (see paragraph A). 	<ul style="list-style-type: none"> a) The sum recorded on your policy schedule for the particular property insured (subject to inflation protection). b) £1,000.
<ul style="list-style-type: none"> ii) Contents in any garage or domestic outbuilding. 	£1,000 or 5% of the sum insured recorded against contents on your policy schedule for the particular property insured, whichever is higher.
<ul style="list-style-type: none"> iii) Theft of keys (see paragraph C). 	£750.
<ul style="list-style-type: none"> iv) Contents in the garden (see paragraph B). 	£500.
<ul style="list-style-type: none"> v) Metered water (see paragraph D). 	£1000.
<ul style="list-style-type: none"> vi) External satellite receiving equipment. 	5% of the sum insured recorded against contents on your policy schedule for the particular property insured.

We will not reduce the sum insured following a payment of a claim, provided that all damage is made good without delay and any reasonable recommendations **we** make to prevent further loss or damage are carried out without delay.

PART 2 – LEGAL LIABILITY TO THIRD PARTIES.



We will cover **you** against liability at law for damages payable in respect of:

- death or bodily injury (including disease and illness);
 - loss of or damage to material property;
- incurred by **you** in the course of the letting of the **home** or any part thereof for private residential purposes and caused by an accident occurring during the **period of insurance**.



We will not pay for liability arising from:

- Loss of or damage to material property belonging to **you** or under **your** charge or control.
- Liability arising from:
 - i) Death of or bodily injury (including disease and illness) to **you** or any person employed by **you**.
 - ii) **Your** business, trade, profession or employment except for the letting of the **home** or any part thereof for private residential purposes.
 - iii) The use or possession of lifts.
 - iv) A contractual obligation.
 - v) **Your** wilful or malicious act, including but not limited to any assault or alleged assault.
 - vi) Accidents for which **you** may be responsible as owner of the **home** if this is covered by any other insurance.
 - vii) Any incident insured by another insurance policy (or that would be insured if this **policy** did not exist) except for any amount over the limit payable (and for which payment has been agreed) under the other insurance policy.

CLAIMS SETTLEMENT UNDER PART 2

The maximum amount **we** will pay for any one claim or number of claims arising out of any one incident is:

- £2,000,000; and
- all legal costs and expenses that **you** have to pay, provided they are incurred with **our** written consent.

If **you** die **we** will cover **your** personal representatives against liability incurred by **you** and insured by this **policy**.

SECTION 3. LEGAL EXPENSES, RENT GUARANTEE AND EVICTION OF SQUATTERS.

This section only applies if it is shown on the policy schedule for the particular property insured.

Claims under this section are managed on **our** behalf by DAS Legal Expenses Insurance Company Limited.

i See also the policy definitions on pages 11-13 and the general conditions and exceptions on pages 14-20.

DEFINITIONS.

ADMINISTRATOR

The service provider selected by **us** from time to time to administer the claims under this section of the **policy**, currently DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

COSTS

- i) all reasonable and necessary costs charged by the **professional adviser** on a standard basis or in accordance with the Predictable Costs scheme if this is appropriate; and
- ii) all reasonable and necessary fees and expenses **you** are ordered to pay or have agreed to pay with the **administrator's** prior written agreement;

where these fees and expenses cannot be recovered elsewhere and have been agreed in writing by the **administrator**.

DEPOSIT

The sum of money held by **you** or **your** agent as security for the performance of the **tenant's** obligations.

GUARANTOR

The individual or organisation shown in the **tenancy** that has provided a satisfactory credit reference and/or financial guarantee of the **tenant's** performance of their obligations under the **tenancy**.

INSURED EVENT

An incident or event relating to the rightful occupation or ownership of the **home** which results in a breach of the **tenancy** agreement by the **tenant** and which leads to a claim being made under this section.

For the purposes of the sum insured shown on the schedule only one **insured event** shall be deemed to have arisen from all incidents which are related by cause or by time. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first event.

LEGAL PROCEEDINGS

The pursuit or defence of a civil or criminal action, relating to an **insured event** or appeals arising from that action.

MONTHLY RENT

The monthly amount payable under the **tenancy** as shown on the schedule.

OFFER

An offer or payment into court (Part 36 offer) with a view to settling the **legal proceedings**.

PROFESSIONAL ADVISER

The firm of solicitors or a suitably qualified tax adviser appointed to act for **you**.

PROSPECTS OF SUCCESS

Where in the **administrator's** or **professional adviser's** reasonable opinion:

- i) it is more probable than not that **your** claim will succeed assuming it is determined at a final hearing, and **you** will be able to recover the compensation or relief **you** are seeking, and
- ii) **your** interests cannot be better achieved by other means.

TENANCY

For all areas other than Northern Ireland and Scotland: Assured Shorthold Tenancy, Short Assured Tenancy or Assured Tenancy as defined in the Housing Act 1988 (and any amending legislation), or company lets where a residential property is let to a company for residential use only.

For Northern Ireland: Shorthold Tenancy as defined in The Private Tenancies (Northern Ireland) Order 2006 (and any amending legislation), or company lets where a residential property is let to a company for residential use only.

For Scotland: Tenancy agreements as defined by the Private Residential Tenancy December 2017, or assured or short assured tenancy agreements that have not yet been replaced by the Private Residential Tenancy agreement.

TENANT

For section 3 – The occupier(s) of the **home** named in the **tenancy** as the tenant.

TENANT REFERENCE

A credit reference showing a satisfactory score from a licensed Credit Referencing Agency, including verification of employer's references and previous landlord's reference.

ELIGIBILITY.

For **you** to be eligible for cover:

1. The **tenant** must be aged at least 18.
2. The rent charged by **you** under the **tenancy** agreement for the **home** must not be more than £2,000 per month.
3. **You** or the managing agent acting on **your** behalf must ensure that the following procedures are adhered to and must:
 - i) Not allow a **tenant** into possession of the **home** other than on the basis of an already completed written **tenancy** agreement duly signed by all parties.
 - ii) Prior to granting of any **tenancy**, obtain a satisfactory **tenant reference**, including verification of employer's reference and previous landlord's reference, for the **tenant** from a licensed Credit Referencing Agency. The **tenant(s)** must give permission for this information to be released to the **administrator** in the event of a claim.
 - iii) Not enter into a **tenancy** agreement where the **tenant** is a student (i.e. a person in full-time education) or in receipt of Housing or other Department for Work and Pensions (DWP) benefits unless a **guarantor** has been legally assigned to the **tenancy** agreement.
 - iv) Not allow any **tenant** into occupation until the first month's rent as shown in the **tenancy** agreement and dilapidation's deposit payment has been paid in cash or payment has been cleared in **your** or **your** managing agent's bank account.
 - v) Prior to the granting of the **tenancy**, prepare a detailed inventory of the **contents** and condition of the **home** agreed to and signed by the **tenant**.

Please note that where the **tenancy** commenced before this insurance started, **we** will not accept any claim where the **insured event** occurs within the first 90 days of the insurance starting.

PART 1 – LEGAL EXPENSES.



We will pay for:

- Reimbursement of **costs** incurred in the pursuit or defence of the **legal proceedings** if an **insured event** occurs during a **period of insurance**.



We will not pay for any claim:

- i) Where there are insufficient **prospects of success**.
- ii) Where the **insured event** had commenced or occurred before this insurance started.
- iii) Where the **tenancy** commenced before this insurance started and the **insured event** occurs within 90 days of the insurance starting.
- iv) Where at or prior to the insurance starting in the reasonable judgement of the **administrator, you** should have realised that a claim might occur.
- v) Where **you** fail to promptly provide evidence or information reasonably required by **us** or the **administrator** to establish whether support can be provided for **you** under this section.
- vi) Where **you** or anyone acting on **your** behalf is responsible for anything which in the **administrator's** reasonable opinion prejudices either **you** or **our prospects of success** in the prosecution, defence or settlement of the **legal proceedings**.
- vii) Where **you** act without consent from **us** or the **administrator** or contrary to or in a manner different from the advice of the **administrator** or the **professional adviser**.
- viii) Where the amount in dispute is less than £250.
- ix) In a dispute or conflict of interest between **you** and **us** or the **administrator**, mortgage lender, **professional adviser** or **your** letting agent or managing agent.
- x) Relating to the damage or loss of items not contained in an inventory prepared by **you** or **your** agent and signed by the **tenant** prior to or at the commencement of the **tenancy** arising from:
 - a) Subsidence, mining or quarrying activities.
 - b) The compulsory purchase, placing of restrictions or any other action by any government, public or local authority.
 - c) Planning law including the Town and Country Planning Legislation.



We will pay for:

- Reimbursement of **costs** incurred in the pursuit or defence of the **legal proceedings** if an **insured event** occurs during a **period of insurance**.
(continued)



We will not pay for any claim:

- d) The construction of or structural alteration to buildings or parts of buildings.
- e) Libel, slander or malicious falsehood.
- xi) For an application for a Judicial Review or for an appeal unless the **administrator** has given prior written consent to such costs being incurred.
- xii) Falling within the jurisdiction of a Rent Assessment Committee, the lands tribunal or the leasehold valuation tribunal.
- xiii) Relating to the payment or non-payment of service charges as defined in the Landlord and Tenant Act 1985 (as amended).
- xiv) For damages, interest, fines or other penalties.
- xv) Which is notified to the **administrator** more than 45 days after the **insured event**.



There is no cover for **costs** which are:

- i) Incurred in avoidable correspondence.
- ii) Incurred prior to written confirmation from the **administrator** that the claim has been accepted.
- iii) In excess of those for which **we** or the **administrator** have given prior approval in accordance with the terms and conditions of this section.
- iv) Recoverable from a court, tribunal or elsewhere.
- v) Incurred in respect of any claim where **you** are, or but for the existence of this insurance would be, entitled to a payment under any other insurance.

PART 2 – RENT GUARANTEE.



We will pay:

- i) **Monthly rent** in respect of unpaid rent in excess of one whole month's rent owed on the **home** for up to 12 months or until vacant possession has been gained, whichever happens first, subject to the following:
 - a) The **monthly rent** arrears occurring during the **tenancy**.
 - b) The **professional adviser** deciding that there are sufficient **prospects of success** to gain vacant possession of the **home** and/or recover unpaid **monthly rent**.
 - c) Action being taken promptly to gain vacant possession of the **home** and/or recover unpaid **monthly rent**, unless the only reason for not taking action is that the **professional adviser** advises that the expected costs incurred will be more than any money recovered.
 - d) **Us** having the right to take action or pursue proceedings at any time to recover the amount of the claim paid to **you** against the **tenant**.
- ii) A further three months rent at 50% of the **monthly rent** once the **home** is in a suitable condition to be the subject of a further **tenancy**, subject to vacant possession being obtained in accordance with i) a) to d) above.



We will not pay:

- i) Any claim under part 2 which would be excluded under part 1 of this section.
 - ii) Benefit in respect of an amount equal to one month's **monthly rent**.
 - iii) **Monthly rent** once the **home** is re-let.
 - iv) Benefits for periods when the **home** is not available for re-letting once vacant possession is obtained.
 - v) Benefit for periods when the **home** is advertised for sale or is the subject of a contract for sale.
 - vi) Any interest on unpaid **monthly rent**.
- i) Once a new **tenancy** commences within the three month period.
 - ii) Once the three month period has expired.
 - iii) If the **monthly rent** is not set in accordance with the current market rental value appropriate for the **home** once vacant possession has been obtained if the **home** is to be re-let.
 - iv) If **you** do not accept any reasonable offer of **tenancy**.

PART 3 – EVICTION OF SQUATTERS.

The **administrator** will negotiate for **your** legal rights to evict anyone who is not **your tenant** or **ex-tenant** from **your** property and who has not got **your** permission to be there.

CLAIMS SETTLEMENT UNDER SECTION 3

1. The maximum amount **we** will pay in total for all **costs** under part 1 and part 3, and payments of **monthly rent** under part 2 of this section, in respect of an **insured event**, during a **period of insurance** is the limit shown on **your** policy schedule for the particular property insured. If **your professional adviser** was not chosen by the **administrator**, **we** will not pay more than the amount **we** would have paid to a **professional adviser** chosen by the **administrator**.
2. The maximum amount **we** will pay under part 2 of this section is 12 months' **monthly rent**.
3. Payment will be made as detailed in part 2 i) and part 2 ii) a) of this section at a rate of 1/30th of the **monthly rent** for each continuous day that it is in arrears or while payment is due in respect of vacant possession.
The **monthly rent** will be paid monthly in arrears and will only be paid if the terms and conditions of this section are met.
4. If rent is overdue the **tenant** and **guarantor** (if applicable) must be contacted within seven days to find out why it has not been paid. If rent remains overdue, within a further seven days the **tenant** and **guarantor** must be contacted again.
5. Where **you** become aware of an existing or potential claim under this section **you** must notify the **administrator** promptly and in any event no more than 45 days after the **insured event** occurs, by telephone on **0370 050 1576**. Call charges will vary. Calls may be recorded and monitored. **You** must comply with any advice given as to the future conduct of the dispute.
6. The **administrator** will send **you** a claim form which **you** must complete giving a full and truthful report of the facts of the claim and return to the address on the claim form.
7. **You** must provide documentary evidence as requested by **us** or the **administrator** in the event that a claim is made.
8. If **your** claim relates to eviction of squatters, **you** must report this to the police and obtain a crime reference number as soon as **you** or **your** managing agent become aware.

GENERAL CONDITIONS RELATING TO SECTION 3.

1. Terms of cover

For cover to continue under this section of the **policy**, **you** or **your** managing agent must:

- i) prepare a detailed schedule of dilapidation as soon as possible after the **tenant** has vacated the **home**; and
- ii) keep clear up-to-date rental records.

2. Prospects of success

At any time the **administrator** or the **professional adviser** may form the view, that **you** do not have reasonable **prospects of success** in the action **you** are proposing to take. If so, **we** may decline support or any further support of **your** claim. In forming this view the following may be taken into account:

- i) The amount of money at stake.
- ii) The fact that a reasonable person without this type of insurance would not wish to pursue the matter.

- iii) The prospects of being able to enforce a judgement.
- iv) The fact that **your** interests could be better achieved in another way.
- v) The prospects of a successful recovery.

3. Conduct of the proceedings

- i) The **administrator** may make their own investigations into the claim and may, subject to **your** approval (which **you** shall not unreasonably withhold), attempt to reach a settlement of the **legal proceedings**.
- ii) At any time before the **administrator** agrees that **legal proceedings** need to be issued, the **administrator** will choose a **professional adviser** to act for **you**.

You can appoint a solicitor of **your** choice by sending the name and address of a suitably qualified person to the **administrator**:

- a) where the **administrator** agrees that **legal proceedings** have to be initiated, or
- b) if there is a conflict of interest.

The **administrator** may require **your professional adviser** to act for **you** under a conditional fee agreement if the **professional adviser** has been chosen by the **administrator**.

If **you** discontinue **your** instructions to the **professional adviser** without the **administrator's** written permission, **our** liability will stop at once, and the **administrator** may recover any **costs** that have already been paid from **you**.

- iii) The **professional adviser** must keep the **administrator** fully and promptly informed on the progress of the case, of any change in their opinion of the **prospects of success** and their estimate of costs during the **legal proceedings**.
- iv) The **professional adviser** must:
 - a) Confirm in writing that they will enable **you** to comply with **your** obligations under this insurance.
 - b) Agree with the **administrator** the rate at which their costs will be calculated. If no agreement is reached the Law Society will be asked to nominate a **professional adviser** and this nomination shall be binding.
 - c) Promptly inform the **administrator** of their professional opinion as to the **prospects of success** of the **legal proceedings**.
 - d) Promptly inform the **administrator** of an estimate of the total costs likely to be incurred in the **legal proceedings** with details of their charging rates.
- v) **We** will only meet **costs**:
 - a) which have been agreed in advance by the **administrator** as to both amount and purpose; and
 - b) while **prospects of success** in the **legal proceedings** remain reasonable.
- vi) **We** reserve the right to take over and conduct the **legal proceedings** in **your** name at any time.

4. Withdrawal and discontinuance

If **you** withdraw from or discontinue **your** claim without the **administrator's** prior written consent then **we** will not pay **costs** and **we** will be entitled to recover from **you** any **costs** paid or incurred prior to withdrawal or discontinuance. The **administrator** will not withhold their consent to a withdrawal or discontinuance that a reasonable adviser would recommend to a private fee paying client.

5. Co-operation

- i) **You** must co-operate with **us** and the **administrator** at all times and reply promptly to any correspondence connected with the claim.
- ii) **You** must meet with the **professional adviser** whenever requested and promptly provide all evidence or information the **professional adviser** or the **administrator** requires and keep the **administrator** fully and continually informed of all developments relating to the **legal proceedings**.
- iii) **You** or **your professional adviser** must promptly notify the **administrator** should a conflict of interest arise between **you** and **us** or the **administrator**.
- iv) **You** must, if requested to by the **administrator**, instruct the **professional adviser** to submit their bill of costs for assessment by the court or certification by the appropriate body.
- v) **You** must, whenever reasonably possible, attempt to recover costs from a third party and instruct the **professional adviser** accordingly.
- vi) **You** or the managing agent will attend any court hearing if required to do so by the appointed **professional adviser**.

6. Rights to information

- i) The **administrator** shall have direct access to the **professional adviser** at all times.
- ii) The **administrator** shall be entitled to obtain from the **professional adviser** any information relating to the **legal proceedings**, whether or not privileged, and **you** must, if so requested, immediately give any instructions to the **professional adviser** which may be required for this purpose.
- iii) **You** or the **professional adviser** must notify the **administrator** immediately in writing of any **offer** made. If the **administrator** considers the outcome of the **legal proceedings** to be equally or less favourable to **you** than the **offer**, **we** shall have no liability in respect of any further **costs**.

7. Disputes

Any dispute between **you** and the **administrator** shall be referred to an arbitrator who shall 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 shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be at the discretion of the arbitrator.

8. General

- i) Neither **we** nor the **administrator** shall be bound by any agreement to which **we** or they are not a party.
- ii) The rights under this section cannot be transferred to anyone other than **you**.

ENDORSEMENTS.

The following endorsements apply only if they are shown on the policy schedule for the particular property insured under the heading Endorsements Applicable. For more information take a look at the insurance contract section near the beginning of this booklet.

BJ £50 excess buildings

We will not pay for the first £50 of each and every incident of loss or damage under part 1 of section 1 (other than for paragraph 5. **Subsidence** or **heave** of the site on which the **buildings** stand or **landslip**) of this **policy** in addition to any other amount for which **you** are responsible.

BK £50 excess contents

We will not pay for the first £50 of each and every incident of loss or damage under part 1 of section 2 of this **policy** in addition to any other amount for which **you** are responsible.

BP £100 excess buildings

We will not pay for the first £100 of each and every incident of loss or damage under part 1 of section 1 (other than for paragraph 5. **Subsidence** or **heave** of the site on which the **buildings** stand or **landslip**) of this **policy** in addition to any other amount for which **you** are responsible.

BR £250 excess buildings

We will not pay for the first £250 of each and every incident of loss or damage under part 1 of section 1 (other than for paragraph 5. **Subsidence** or **heave** of the site on which the **buildings** stand or **landslip**) of this **policy** in addition to any other amount for which **you** are responsible.

BS £250 excess contents

We will not pay for the first £250 of each and every incident of loss or damage under part 1 of section 2 of this **policy** in addition to any other amount for which **you** are responsible.

BT £150 excess contents

We will not pay for the first £150 of each and every incident of loss or damage under part 1 of section 2 of this **policy** in addition to any other amount for which **you** are responsible.

BU £200 excess buildings

We will not pay for the first £200 of each and every incident of loss or damage under part 1 of section 1 (other than for paragraph 5. **Subsidence** or **heave** of the site on which the **buildings** stand or **landslip**) of this **policy** in addition to any other amount for which **you** are responsible.

BV £200 excess contents

We will not pay for the first £200 of each and every incident of loss or damage under part 1 of section 2 of this **policy** in addition to any other amount for which **you** are responsible.

BW £100 excess contents

We will not pay for the first £100 of each and every incident of loss or damage under part 1 of section 2 of this **policy** in addition to any other amount for which **you** are responsible.

BX £150 excess buildings

We will not pay for the first £150 of each and every incident of loss or damage under part 1 of section 1 (other than for paragraph 5. **Subsidence** or **heave** of the site on which the **buildings** stand or **landslip**) of this **policy** in addition to any other amount for which **you** are responsible.



LEGAL HELPLINE.

As part of your Legal & General policy you can call our Legal helpline for assistance. This is open 24 hours a day, 365 days a year.

This helpline is provided on our behalf by DAS Legal Expenses Insurance Company Limited. They will give you expert advice on any legal problem that directly affects you.

They will advise you on the laws and practices of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. DAS will confirm their advice in writing if appropriate.

They do not though, offer any advice about your business, trade or profession. There is no additional charge for using the helpline and we might even cover certain legal costs and expenses if you have chosen the legal expenses, rent guarantee and eviction of squatters section.



0370 050 0962

We may record and monitor calls. Call charges will vary.

OUR COMPLAINTS PROCEDURE.

We always aim to treat you with fairness, courtesy and respect for your insurance needs, and keep you informed. This commitment extends to dealing with any complaints you might have in a straightforward, helpful way, as quickly as possible.

IF YOU HAVE A COMPLAINT OTHER THAN HOME EMERGENCY COVER OR LEGAL EXPENSES, RENT GUARANTEE AND EVICTION OF SQUATTERS:

Please contact us quoting your policy number or claim number.

0370 900 5578 We may record and monitor calls. Call charges will vary.

Legal & General Insurance, Centre City House, The Podium 5 Hill Street, Birmingham B5 4US

IF YOU HAVE A COMPLAINT IN RELATION TO HOME EMERGENCY COVER (SECTION 1, PART 3):

Please contact AXA Assistance (UK) Limited quoting your policy or claim number.

01737 815 913 (lines are open Mon–Fri 9am–5pm)

homeemergencycomplaints@axaassistance.co.uk

Customer Relations, Home Emergency Inter Partner Assistance SA, The Quadrangle, 106–118 Station Road, Redhill, Surrey RH1 1PR

IF YOU HAVE A COMPLAINT IN RELATION TO LEGAL EXPENSES, RENT GUARANTEE AND EVICTION OF SQUATTERS (SECTION 3):

Please contact DAS quoting your policy or claim number.

0370 050 1575 Calls may be recorded and monitored. Calls charges will vary.

Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH

IF YOU REMAIN DISSATISFIED, YOU CAN COMPLAIN TO:

Financial Ombudsman Service, Exchange Tower, London E14 9SR

0800 023 4567

0300 123 9 123

complaint.info@financial-ombudsman.org.uk
www.financial-ombudsman.org.uk

ONLINE DISPUTE RESOLUTION PLATFORM

The European Commission has established an Online Dispute Resolution Platform (ODR Platform) <http://ec.europa.eu/consumers/odr/> that is specifically designed to help EU consumers who have bought goods or services online from a trader based elsewhere in the EU and subsequently has a problem with that online purchase. The ODR platform will refer your complaint to the Financial Ombudsman Service who will pass it on to Legal & General.

Making a complaint will not affect your legal rights. For further information about your legal rights, please contact your local authority Trading Standards department or Citizens Advice Bureau.



USEFUL PHONE NUMBERS.

GENERAL ENQUIRIES

Property insurance

0370 900 5578

HELPLINES

Legal helpline

0370 050 0962 (24 hour)

MAKING A CLAIM

Property insurance

0370 900 5565 (24 hour)

Home emergency cover

(provided you have selected buildings insurance)

0800 072 4680 (24 hour)

Legal expenses, rent guarantee and eviction of squatters
(if selected)

0370 050 1576 (24 hour)

We may record and monitor calls. Call charges will vary for 03 numbers.



www.legalandgeneral.com

Legal & General Insurance Limited

Registered in England and Wales number 00423930

Registered office: One Coleman Street, London EC2R 5AA

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
(Financial Services Register number: 202050)

QGI6409 03/18