



**LANDLORDS INSURANCE**

# **POLICY BOOKLET.**



Thank you for choosing us for your Landlords insurance.

You may be aware that Legal & General Insurance Limited has been bought by Liverpool Victoria General Insurance Group (LV=GI). For a transition period, Legal & General Insurance Limited has been renamed Fairmead Insurance Limited. This means the provider and underwriter of your policy is Fairmead Insurance Limited which is part of LV=GI. We look forward to welcoming you to LV=.

Your policy is made up of this booklet and a schedule for each property covered. Your policy schedule(s) will be provided when you take out your policy and confirms the sections of cover you have chosen for each property. Put them somewhere safe, so that you can refer to them if you ever need to claim. Please carefully check this booklet, your policy schedule(s) and statement(s) of fact to make sure your cover meets your needs.



## 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 cover)

0800 072 4680 (24 hour)

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

0370 050 1576 (24 hour)



### **EASIER TO READ INFORMATION**

Please call us if you are visually impaired and would like this document in Braille, large print or audio tape or CD.

Calls may be recorded and monitored. Call charges will vary for 03 numbers.




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# GENERAL INFORMATION.

## CHANGING YOUR MIND

If you decide this policy is not right for you, all you need to do is tell us within 14 days of your cover starting or renewing or when you receive your policy documents. We will refund the premium you have paid for the period of unused cover.

 You can read more details about cancelling your policy after 14 days in condition 4 of the 'General conditions applying to this policy'.

## MORE THAN ONE PROPERTY INSURED

The terms, conditions, exceptions and excesses in this policy booklet apply to each property in the same manner as if each had been insured by a separate policy.

Details of the properties covered are shown on your policy schedules and statements of fact.

Please contact us if you require cover on any additional properties under this policy. Cover will not be effective until acceptance is confirmed by us.


You must also notify us in the event of the sale of any properties insured by this policy.

## CHANGING YOUR CIRCUMSTANCES

The statement of fact, which is enclosed with your policy documents, details the information you supplied, which we use to determine whether to offer you a policy and your premium. If any of this information is incorrect or changes, you must tell us within 14 days of you becoming aware of the change or correction (for example, if there is a change in the use or occupancy of the home or type of tenant or tenancy or, if you have insured legal expenses, rent guarantee and eviction of squatters, the amount of monthly rent). Failure to do so could mean we reduce or reject your claim or even make your policy invalid.

As soon as we are notified of any change, we may re-assess the risk immediately. Changes may affect the premium we require, affect your cover or even invalidate your insurance (for example we do not insure properties let to certain types of tenants).

We may charge you a fee if you amend or cancel your policy. If your policy includes these fees they will be shown on your policy schedule(s).

 If you are not sure if you need to tell us, you can call us to ask on **0370 900 5578**. We may record and monitor calls. Call charges will vary.

## MAINTAINING YOUR PROPERTY

Please remember that it is your responsibility to look after and regularly maintain your property. Your policy is intended to cover you against sudden and unforeseen events like fire or theft. It does not cover wear and tear or damage that happens gradually over time such as damp, rot or damage by vermin.

You should also regularly check your property, particularly areas commonly prone to ‘wear and tear’ such as guttering, flat roofs, fascia boards and boundary walls. If you are unable to inspect or view these areas from ground level or via nearby windows, then relevant building experts should be employed by you to do so.

### **PROTECTING YOUR PROPERTY**

Obtain satisfactory credit references and the tenant’s bank account details before granting any tenancy. The credit references will need to be provided in the event of certain claims and the tenant must have given permission for this information to be released. Make sure your tenants fully understand their obligations and responsibilities under the tenancy agreement that should be signed by them and the deposit paid before you hand over the keys. Keep a detailed inventory and up to date photographs of both the contents and buildings to record their condition. To ensure your property is being looked after properly, it should be regularly inspected by you or your managing agent.

Use good security to reduce the risk of the home being burgled especially during periods of unoccupancy. Remember to include any outbuildings, especially if storing a lawn mower or similar. Regularly check that the smoke alarms and any fire extinguishers are working properly.

When the property is not being lived in, remove any junk mail and make the home look as if someone is living there. Keep the gardens tidy both front and back.

## **! VERY IMPORTANT NOTICE.**

It is your responsibility to look after and regularly maintain the home. Conditions and exclusions apply to your 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. Make sure you understand your obligations under general condition 12 ‘Home not being lived in’, which includes:

- regular inspections at intervals not exceeding 14 days, retaining a documentary record, and
- turning off the gas, oil and water, and
- draining down all water systems between 1 November and 31 March, and
- ensuring all the doors and windows are closed and all security devices fitted to the home are put effectively into operation.

### **STORMS AND EXTREME WEATHER**

We consider storm to be strong winds of 41 knots/47 mph or more, sometimes accompanied by rain, hail or snow. Heavy or persistent rain alone does not constitute storm unless the downpour is torrential (25mm/1 inch or more of rain over a one hour period, or a proportionate amount over a shorter time). When assessing a claim, we will take into account the condition of your property, because a well-maintained building should withstand all but the most severe weather events. It is important to remember that you are responsible for maintaining your property in a good state of repair.

If you are claiming for storm damage we will ask you to confirm the date of the incident and show us how the conditions at the time damaged your property. We may appoint one of our specialists to inspect the property or ask you to send us a report by your contractor.

### **EXCESSES AND HOW THEY APPLY TO YOUR POLICY**

The excess is the amount you must pay towards each and every claim. The excesses are shown in the policy booklet and/or by endorsement on your policy schedule(s).

There are three types of excess:

- **Policy Excess:** this is applied to all policyholders and is part of the policy terms, in addition to this excess there may be a:
- **Voluntary Excess:** this is an optional amount that you can choose which will reduce your premium but will also reduce the payment of claims under the policy; and/or a
- **Compulsory Excess:** these may be applied by us to your policy to reflect your policy risk.

If we have added any compulsory excess(es), we will tell you before they apply, and they will be shown as an endorsement on your policy schedule(s). A compulsory excess may apply to one or more sections of the policy.

If you had chosen a voluntary £100 excess, then that voluntary excess would apply in addition to the policy excess of £100, giving a total excess of £200. If your policy was subject to an endorsement that applied an additional £200 excess, then the total excess would increase to £400.

We want you to understand how much you will have to pay in the event of a claim, so if you need any help or guidance, please do not hesitate to contact us.

**FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. Whether or not you are able to claim and how much you may be entitled to will depend on the specific circumstances at the time.



For further information about the scheme please contact the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or call them on **0800 678 1100**.

# MAKING A CLAIM.

## PROPERTY INSURANCE

0370 900 5565 (24 hour)

## HOME EMERGENCY COVER (provided you have selected buildings cover)

0800 072 4680 (24 hour)

## LEGAL EXPENSES, RENT GUARANTEE AND EVICTION OF SQUATTERS

(if selected)

0370 050 1576 (24 hour)

Calls may be recorded and monitored. Call charges will vary for 03 numbers.

We recognise that any loss or damage to your property can cause you and your tenant(s) a great deal of distress and inconvenience. When things go wrong, we are ready and waiting to put them right as quickly and efficiently as possible.

### STEP 1: REPORT TO THE POLICE (IF APPLICABLE)

It is a condition of your policy that you report the following to the police as soon as possible and obtain a crime reference number:

- Theft or attempted theft of property.
- Any loss or damage caused by malicious acts, vandalism, riot, civil commotion, strikes or labour disturbances.
- Squatters in the home.

### STEP 2: CHECK WHETHER YOU ARE COVERED

- Check your policy schedule for the particular property insured which lists the sections of cover you have chosen and any endorsements and additional excesses that apply.
- Refer to this policy booklet and particularly the section relevant to your claim. Please check:
  - Details of what your policy does and does not cover.
  - ‘Claims settlement’ at the end of each section; this tells you about any conditions that may affect the amount of any claim settlement.
  - All general exceptions and conditions.

### STEP 3: GATHER YOUR INFORMATION

To help us process your claim quickly, it helps if you have the following to hand when you call us:

- Your policy number.
- The date and time of the loss or damage.
- The police crime reference number, if applicable.

Depending on the circumstances and type of your claim, we may request additional information, such as:

- Confirmation from a suitably qualified tradesman of the cause of the damage to your property and whether or not the item you are claiming for can be economically repaired.



- For contents claims, details of purchase dates and any receipts or invoices you have.
- Details of credit references obtained.

We may not meet your claim, or settlement may be reduced, if you do not provide these details or if you do not tell us about the loss or damage as soon as possible.

Sometimes we, or an expert we appoint, may wish to meet you to discuss the claim, inspect the damage, or carry out further enquiries.

It is a condition of your policy that you do not dispose of any damaged contents or parts of buildings without our prior consent. Store them in a dry place, as you will need them to support your claim.

#### STEP 4: MAKE A CLAIM



For property insurance claims, call us on **0370 900 5565**.

For home emergency claims, call AXA Assistance (UK) Limited on **0800 072 4680**.

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**.

For Legal Expenses, Rent Guarantee and Eviction of Squatters claims, call DAS Legal Expenses Insurance Company Limited on **0370 050 1576**.

All lines are open 24 hours a day, 7 days a week. We may record and monitor calls. Call charges will vary.

#### STEP 5: WHAT HAPPENS NEXT?

- We will write to you to confirm your claim details and keep in touch by phone to let you know what is happening.
- We may ask an independent loss adjuster to visit you, in which case we will let you know.
- Certain claims, such as those for subsidence, may take longer than others to complete. If that is the case we will give you the name of a personal contact who will keep you informed about progress.
- We may offer repair or replacement through our approved suppliers. If you prefer to use your own tradesman, or receive a cash settlement for replacement goods instead, we will need to agree this with you beforehand. Any payment will generally not exceed the discounted amount we would have paid to our chosen supplier.
- We may refuse to agree costs that are incurred by you before our agreed consent is given or for damaged items that are disposed of before inspection.
- We try to make the claims process as sustainable as possible and will repair your property wherever it makes economic and environmental sense to do so.



For more information on making a claim, please visit [www.legalandgeneral.com/makingaclaim](http://www.legalandgeneral.com/makingaclaim)

# THE INSURANCE CONTRACT.

1. This policy booklet, **your** policy schedule(s), any applicable endorsements and amendment notices **we** issue to **you** at renewal, together all form the contract between **you** and **us**. This contract will be governed under the laws of England and Wales and any reference **we** make to specific statutes will mean the UK statute and equivalent laws in the Channel Islands or Isle of Man.
2. Wherever a word is in bold type, it takes a specific definition from **our** policy definitions or section definitions.
3. This **policy** is for a minimum of 12 months and is annually renewable, in accordance with the general conditions applying to this **policy**. **We** will insure **you** under the sections shown on **your** policy schedule(s) against loss, damage or liability occurring during the **period of insurance**, according to the terms and conditions of this **policy**. **We** will provide this insurance once **we** have received and accepted **your** first premium or **your** agreement to pay **your** first premium, and any further premiums due to **us**.
4. If endorsements apply to **your policy**, they will be listed on **your** policy schedule(s). An endorsement changes **your policy's** terms and conditions. Specific details can be found within the endorsements section of this policy booklet or will be sent to **you** separately.
5. The terms, conditions, exceptions and excesses apply to each **home** in the same manner as if each had been insured by a separate **policy**.

# POLICY DEFINITIONS.

## ACCIDENTAL BREAKAGE

Sudden, unintentional and unexpected physical breakage that can be seen.

## ACCIDENTAL DAMAGE

Sudden, unintentional and unexpected physical damage that can be seen.

## BUILDINGS

The **home**, owned by **you**, and its permanent fixtures and fittings including:

- i) tennis courts, paved terraces, paths, drives, walls, fences, gates and hedges;
- ii) permanently installed:
  - a) swimming pools;
  - b) hot tubs;
- iii) permanently connected:
  - a) drains, pipes and cables;
  - b) service tanks and central heating oil tanks;
  - c) wind turbines, solar panels and ground source heating pumps;

all sited within the boundaries of the land belonging to the **home**

### but excluding:

- Tenants' improvements.

## COMPUTER VIRUS

Any loss or damage to any property (including computers and loss or corruption of data) caused directly or indirectly by an attack by electronic means including computer hacking or the introduction of any form of computer virus.

## CONTENTS

Household goods, furniture, furnishings, fixtures and fittings owned by **you** or for which **you** are legally responsible in the **home**

### but excluding:

- **High risk property.**
- Vehicles and other means of transport that are mechanically propelled or assisted, whether licensed for road use or not, or their parts or accessories.
- Caravans, trailers, aircraft, hovercraft, boats or their parts or accessories.
- Personal belongings and pedal cycles.
- **Money** and **credit cards.**
- Property belonging to or the responsibility of any **tenant.**
- Livestock or pets.
- Permanent fixtures and fittings.
- Securities for **money** and documents.
- Property held or used for business purposes.
- Any part of the **buildings.**
- Property insured under any other policy.

## CREDIT CARDS

Credit cards, charge cards, cheque cards and cash dispenser cards.

## ELECTRONIC EQUIPMENT

- i) Any computer equipment, system or software.
- ii) Any product, equipment or machinery containing, connected to or operated by means of a data processor chip.

**ELECTRONIC FAILURE**

Any loss of or damage to any property (including computers and the loss or corruption of data) caused, directly or indirectly, by the failure of any **electronic equipment**, whether belonging to **you** or not, to correctly recognise, accept, respond to or process any data or part of a data or any data or instruction.

**EMERGENCY**

A sudden unexpected event involving the **home**, which requires immediate remedial action to make the **home** safe or secure and avoid initial or further damage.

**FAIRMEAD INSURANCE LIMITED**

Fairmead Insurance Limited provide and underwrite this insurance policy.

They are part of the Liverpool Victoria General Insurance Group.

**HEAVE**

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

**HIGH RISK PROPERTY**

- i) Articles of jewellery, pearls, gemstones, gold, silver and precious metal.
- ii) Pictures and works of art.
- iii) Any rare or unusual article that is collectable.
- iv) Stamp and coin collections.
- v) TVs, radios, computers, video cassette recorders and other audio and video equipment.
- vi) Records, cassettes, discs or tapes.
- vii) Clocks, watches, cameras, camera equipment and binoculars.

**HOME**

Each private dwelling, garage and domestic outbuildings at:

- i) The address(es) stated on **your** policy schedule(s).
- ii) Any other address detailed by endorsement.

**INSURED PERSON(S)**

**You**, or the person authorised by **you** as the keyholder responsible for the **home**.

**LANDSLIP**

Downward movement of sloping ground.

**LIVED IN**

Furnished for normal living purposes and slept in for at least five consecutive nights every month, or two consecutive nights every week.

**MONEY**

Current legal tender, cheques, postal and money orders, postage stamps not forming part of a stamp collection, savings stamps and savings certificates, luncheon vouchers, travellers' cheques, travel tickets, premium bonds and gift tokens.

**PERIOD OF INSURANCE**

The period of insurance stated on **your** policy schedule(s).

**PERIOD OF UNOCCUPANCY**

Any period exceeding 90 consecutive days during which the **home** is not being **lived in**.

**POLICY**

The policy booklet, **your** policy schedule(s) and any applicable endorsements and amendment notices that may apply.

**POLICYHOLDER**

The person(s) named as policyholder on **your** policy schedule(s).

**REPAIRER**

**Our** approved tradesman.

**SANITARYWARE**

Wash basins and pedestals, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels, but not including swimming pools or hot tubs.

**SETTLEMENT**

Downward movement as a result of the soil being compressed by the weight of the **buildings** within 10 years of construction.

**STATEMENT OF FACT**

A statement of the information **you** supplied, which **we** use to determine whether to offer **you** a **policy** and **your** premium.

**SUBSIDENCE**

Downward movement of the ground beneath the **buildings** that is not a result of **settlement**.

**TENANT**

For sections 1 and 2, any person occupying the **home**, other than squatters.

**US, WE or OUR**

- i) For section 1 parts 1 and 2, and sections 2 and 3, **Fairmead Insurance Limited**.
- ii) For section 1 part 3, Inter Partner Assistance SA.
- iii) For Section 3, DAS Legal Expenses Insurance Company Limited.

**YOU or YOUR**

The **policyholder**.

# GENERAL CONDITIONS APPLYING TO THIS POLICY.

## 1. Paying by instalments

Where **we** refer to payment of premiums, it includes **your** agreement to pay by monthly instalment. If **we** have agreed to accept **your** premium by instalments, the **policy** is still an annual contract. If **we** do not receive **your** instalment on or before its due date, then **you** will have to pay all unpaid instalments and any applicable charges for credit within the timescale set out in the default notice **we** will send **you**, which will not be less than 21 days. If **we** do not receive payment in accordance with the above, **we** will cancel **your policy**. For further information regarding cancellation, see general condition 4.

## 2. How to renew your policy

At **our** discretion, **we** may offer to renew this **policy**. If **we** do, **we** will seek to send details to the **policyholder** about any new conditions and the premium for the year ahead 21 days in advance of **your** cover ending.

**You** must tell **us**:

- i) Of any changes to the information contained within the **statement(s) of fact**.
- ii) If **you** want to change the way **you** pay.
- iii) If **you** do not want to renew this **policy**.

If **we** decide that **we** do not want to renew the **policy**, **we** will seek to send written notice to the **policyholder** at their most recent address known to **us** 21 days in advance of **your** cover ending.

### Automatic renewal

If **you** have already agreed to pay by Direct Debit, **we** will continue to take these payments from the designated account unless **you** tell **us** otherwise. If **you** do not want to renew **your policy**, **you** must tell **us** before **your** renewal date. It is not possible to offer automatic renewal with all payment methods, so please check **your** renewal invite for more information.

## 3. Policy fees

If **we** charge any fees to cover the administration costs of changes that **you** make to **your policy**, or if the **policyholder** cancels the **policy**, these amounts will be shown on the current policy schedule(s). Any premium adjustment following a change or cancellation to **your policy** will include the fees.

## 4. Cancellation

### 4.1 Our cancellation rights

- i) In accordance with general condition 5, if **you** commit fraud or attempt to commit fraud, **we** will cancel **your policy** without any refund of premium.
- ii) If **we** do not receive the full premium when due, **we** will cancel **your policy** and **your** cover will only be in force for the proportional period for which **we** have received payment.

If **we** do not receive the full premium when due and **you** have made a claim in the current **period of insurance**, **you** must pay the full annual premium and no refund is due.

**We** have the right to deduct all unpaid instalments and any outstanding premium from any claim that **we** may pay.

- iii) **We** may cancel **your policy** by sending the **policyholder** 14 days' written notice to their most recent address known to **us** if any of the following circumstances occur:
  - In accordance with general condition 1, if **you** are paying by instalments, and fail to pay any instalment due.
  - **You** fail to carry out any reasonable recommendations **we** make to prevent loss or damage to the insured property.
  - **You** do not make good any damage to the insured property without delay and this increases the possibility of material loss, damage or injury.
  - **You** fail to maintain the **buildings** in sound condition and in good repair. If **you** are unsure as to the condition of **your** property, **you** should consult a suitably qualified expert.
  - **You** fail to give **us** any information and assistance **we** reasonably require.
  - There is a change in the information contained within the **statement(s) of fact**.
  - Any unreasonable behaviour by **you** including but not limited to abuse, offensive and/or threatening language or action.

If **we** cancel **your policy** in accordance with 4.1 iii), **we** will refund any premium **you** have paid for the period of unused cover from the date that the 14 days' written notice expires.

### 4.2 Your cancellation rights

**You** can cancel this **policy** at any time by calling **us** on **0370 900 5578**. **We** may record and monitor calls. Call charges will vary.

- If **you** cancel this **policy** within 14 days of the start date or renewal date, or after **you** receive **your** policy documents, whichever is later, **we** will refund **you** for the period of unused cover.
- If **you** decide **you** don't want this **policy** after 14 days of the start date or renewal date, or after **you** receive **your** policy documents, whichever is later, and **you** have not made a claim, **we** will charge **you** for the period that **we** have provided cover to **you**.

If **you** have made a claim during the **period of insurance** then **you** will have to pay the full annual premium, so **you** won't receive a refund.

(continues)

## 5. Fraud

**You** must not commit fraud.

### Fraud by deliberately not telling us the truth

A person is committing fraud if they:

- knowingly make an untrue or misleading statement about their circumstances or their claim; and
- intend to make a gain or cause a loss to someone else, for example their insurer.

### Fraud by failing to provide information

A person is committing fraud if they:

- fail to give **us** information **we** ask for; and
- intend to make a gain or cause a loss to someone else, for example their insurer.

If fraud is established **we** will:

- i) Not pay any claim under this **policy**.
- ii) Cancel **your** cover without any return premium.
- iii) Be entitled to recover from **you** the amount of any claim **we** have paid.
- iv) Be entitled to recover any investigation and legal costs from **you**.
- v) Inform the police, other financial services organisations and anti-fraud databases such as CIFAS, CUE and Hunter.

## 6. Compliance with terms

**Our** liability to make payment under the **policy** will be conditional upon the compliance with the terms and conditions of this **policy**.

## 7. Other insurance

If any loss, damage or liability arising under this **policy** is also covered or covered in part by any other insurance, **we** will be liable only for **our** rateable proportion of such loss, damage or liability.

## 8. Your duty to prevent loss or damage

**You** must keep **your buildings** in sound condition and in good repair and **you** should obtain the advice of a suitably qualified expert if **you** are unsure whether or not **you** are complying with this condition. **You** must take all reasonable steps to safeguard **your buildings, contents** or property against loss or damage and to prevent accidents. If loss or damage does occur, **you** must take all reasonable steps to prevent further loss or damage.

## 9. Changes in risk

At the commencement of **your** insurance, **we** provided **you** with a **statement of fact**. If any of this information changes at any time, **you** must tell **us** within 14 days.



## 10. Your obligations following a claim

In the event of a claim or possible claim under this **policy**, **you** must not negotiate, admit fault or make any offer, promise or payment without **our** written consent. Additionally, the **policyholder** must:

- i) Inform the police and obtain a crime reference number as soon as reasonably possible if the loss or damage is caused by theft or attempted theft, riot, civil commotion, strikes, labour disturbances, malicious acts or vandalism or if there are squatters in the **home**.
- ii) Tell **us** as soon as reasonably possible and give **us** full details. In the event of loss or damage by riot, **you** must tell **us** within 30 days of the riot.
- iii) Give **us** written notice as soon as possible, but no later than seven days, after **you** know about any pending prosecution, inquest or fatal inquiry in connection with anything that occurs for which there may be liability under this **policy**.
- iv) Send **us**, as soon as reasonably possible, every relevant letter, claim, writ, summons or process. **We** will refund **your** reasonable costs.
- v) As soon as reasonably possible after the injury, loss or damage, provide **us** with details of the claim, including any detailed particulars, proofs or certificates, receipts or proofs of purchases pre-dating the loss, or other documents that **we** may reasonably require.
- vi) Not dispose of any damaged **contents** or parts of **buildings** without **our** permission.
- vii) Give **us** any information and assistance that **we** might reasonably require.

## 11. Our rights following a claim

- i) **We** will at **our** option repair or replace the property claimed for using a repair or replacement supplier nominated by **us**. Where **you** prefer to use **your** own tradesman, **we** will need to agree this with **you** beforehand and the amount **we** pay **you** will not exceed what **we** would have paid **our** supplier.

Where **our** supplier can repair or replace, but **you** prefer and **we** agree to a cash settlement, the amount **we** pay **you** will not exceed the discounted amount **we** would have paid **our** supplier. **We** will not apply **our** supplier discount where they are unable to repair or replace the property.

- ii) In an emergency **we** may enter the building where the loss or damage has occurred. To safeguard the insured property against further loss or damage, **we** may take and keep possession of the insured property and deal with the salvage in a reasonable manner. No property may be abandoned to **us**.
- iii) **We** may exercise sole control at **our** cost over dealing with any third party claim and its associated legal proceedings relevant to it. **We** will keep **you** informed of all developments.
- iv) **We** may pursue in **your** name, but for **our** benefit and at **our** cost, any claims for damages or other costs.

## 12. Home not being lived in

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**, there is no cover for loss or damage caused by:

- Malicious acts or vandalism,
- Theft or attempted theft,
- Escape of water,
- Leakage of oil from any fixed oil fired heating installation,
- **Accidental breakage** of fixed glass or fixed **sanitaryware**,
- Frost damage to any plumbed-in domestic water or heating installation, or loss of metered water

unless at the time of the incident giving rise to the loss or damage, **you** or **your** managing agent have already carried out the following, and continue to do so until the **home** is occupied:

- a) within 14 days, inspected outside and inside the **home**, retaining a documentary record of the inspections, and
- b) turned off all gas and oil services at the mains or supply tank, and
- c) turned off the domestic water system at the main stopcock, and
- d) drained down all equipment, tanks and pipes containing water between 1 November and 31 March, and
- e) closed all doors and windows and put effectively into operation all security devices (including locks and alarms) fitted to the **home**. All keys must have been removed from locks and taken away from the **home**.

The above does not reinstate cover during a **period of unoccupancy**.

# GENERAL EXCEPTIONS APPLYING TO THIS POLICY.

We will not pay for:

## 1. Radioactive contamination

Any loss of or damage to property, indirect loss or legal liability directly or indirectly arising from:

- i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii) The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component.

## 2. Pollution and contamination

Any loss, damage or liability arising from pollution or contamination unless caused by:

- i) a sudden and unforeseen and identifiable accident; or
- ii) leakage of oil from a domestic oil installation at the **home**.

## 3. Gradually operating cause

Any loss, damage or liability arising from wear and tear or damage that happens gradually over time.

## 4. War risks

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## 5. Confiscation

Loss of or damage to any property due to its confiscation, requisition or destruction by order of any government, public or local authority.

## 6. Existing damage

Any loss, damage, injury or accident occurring or arising from an event, before cover commences.

## 7. Sonic bangs

Loss or damage directly caused by pressure waves from aircraft or other aerial device travelling at sonic or supersonic speeds.

## 8. Deliberate acts

Any loss damage or liability caused by **your** own deliberate act or the deliberate act of any person residing at the **home**.

### 9. Matching of items

The costs of replacing any undamaged or unbroken item or parts of items forming part of a set, suite or other article of uniform nature, colour or design if damage occurs within a clearly identifiable area or to a specific part and it is not possible to match replacements.

### 10. Loss of value and depreciation

Loss of value and depreciation resulting from the repair or replacement of lost or damaged property.

### 11. Terrorism

Any loss, damage or liability arising from any act of terrorism directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with biological, chemical or nuclear pollution or contamination.

### 12. Electronic failure

Any loss or damage to any property (including computers and the loss or corruption of data) caused, directly or indirectly, by the failure of any **electronic equipment**, whether belonging to **you** or not, to correctly recognise, accept, respond to or process any data or part of a data or any data or instruction.

### 13. Indirect loss or damage

**We** will not pay for any losses that are not directly associated with the incident that caused **you** to claim, unless specifically stated in this **policy**.

### 14. Illegal activities

Any loss or damage resulting directly or indirectly from the **home** being used for any illegal activity (including the use or growing or manufacture of drugs) unless **you** can provide **us** with acceptable evidence that **you** or **your** managing agent have:

- i) received credit references for **your tenant** showing a satisfactory score from a licenced Credit Referencing Agency, and
- ii) obtained and recorded details of **your tenant's** bank account and received at least one month's rent from that account.

### 15. Defects and faults

Any direct loss or damage arising from defective design, defective materials, faulty materials, faulty workmanship, or failure to follow manufacturers' instructions.

## ! VERY IMPORTANT NOTICE.

This **policy** covers the costs of unexpected loss or damage. It does not cover:

- wear and tear
- maintenance costs e.g. loose roof tiles
- damage that happens over time e.g. damp, rot and damage from vermin.

It is a condition of **your policy** that **you** keep **your** property in good repair and take reasonable steps to avoid loss or damage.

# SECTION 1. BUILDINGS, PROPERTY OWNERS' LIABILITY AND HOME EMERGENCY COVER.

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 – BUILDINGS.



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

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



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 5. **Subsidence or heave** of the site on which the **buildings** stand or **landslip**, 7. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation and if chosen, paragraph 15. **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 15 this would be insured subject to the exceptions and excess applicable to that paragraph.)



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



We will not pay for:

2. Riot, civil commotion, strikes or labour disturbances.

- 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.

3. Malicious acts or vandalism.

- 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 15 if chosen, subject to the exceptions and excess applicable to that paragraph.)

4. Storm or flood.

- Loss or damage caused by frost.
- Loss or damage to fences, gates and hedges.
- Loss or damage to cantilever car-ports, canopies and awnings.
- Loss or damage to any felt roof where the felt is more than 10 years old.
- Loss or damage caused by underground water.
- Loss or damage caused by subsidence, heave or landslip. (**Subsidence** or **heave** of the site on which the **buildings** stand or **landslip** caused by storm or flood would be insured under paragraph 5 and subject to the exceptions and excess applicable to that paragraph.)



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



We will not pay for:

5. **Subsidence** or **heave** of the site on which the **buildings** stand or **landslip**.

- The first £1,000 of each and every incident of loss or damage.
- Loss or damage:
  - i) To swimming pools, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless the **home** is damaged by the same cause and at the same time.
  - ii) Caused by compaction of infill.
  - iii) Occurring while the **buildings** are undergoing demolition, structural alterations or structural repairs.
  - iv) Caused by **settlement**.
  - v) Caused by river or coastal erosion.
  - vi) Arising from defective design, defective materials, or faulty workmanship.
  - vii) Arising from movement of solid floors unless the foundations beneath the exterior walls of the **home** are damaged by the same cause and at the same time.

6. Theft or attempted theft.

- 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 **tenant**.

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

- The first £250 (in addition to any other amount for which **you** are responsible) of each and every incident of loss or damage.



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



We will not pay for:

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

- 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.)

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

- Loss or damage caused by domestic pets.

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

- 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.





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

10. Falling trees and branches.

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



We will not pay for:



This section also provides insurance for the **buildings** against:

12. **Accidental damage** to underground pipes or cables serving the **buildings**.

13. **Accidental breakage** of:

- i) fixed glass including ceramic hobs forming part of the **buildings**; and
- ii) fixed **sanitaryware** forming part of the **buildings**.

14. Frost damage to any plumbed-in domestic water or heating installation.



We will not pay for:

- Damage for which **you** are not legally responsible.
- Damage to any part of the pipe or cable above ground level.
- 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 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:

#### 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.



We will not pay for:

- 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) <b>Buildings</b> (including additional costs – see paragraph C).	The sum recorded on <b>your</b> 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](http://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.



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:



We will not pay for:

3. Malicious acts or vandalism.

- 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**.

4. Storm or flood.

- Loss or damage caused by underground water.

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

- 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.

6. Theft or attempted theft.

- 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:



We will not pay for:

6. Theft or attempted theft.  
(continued)

- 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**.

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

- 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:



We will not pay for:

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

- Loss or damage caused by domestic pets.

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

- 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.

10. Falling trees and branches.

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

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

### RENT GUARANTEE

The **insured event** is the first date that any of the rent due under the terms of the **tenancy** agreement (or any other amount agreed between **you** and the **tenant**) is not paid, unless this event and any other event leading to a claim have arisen from the same originating cause, in which case the **insured event** will be the first of these events.

### 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 reference that must include written references from a previous managing agent or landlord; an employer (or any other financial source); and a credit-history check (including the Enforcement of Judgments Office, County Court Judgments and bankruptcy).

# 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** (with supporting photographs).

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. For claims under **Rent Guarantee**, please contact the **administrator** if any part of the **monthly rent** owed under the **tenancy** agreement is still unpaid 45 days after the date it was first due.

# 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 **your** 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** arrears while **your tenant** or **ex-tenant** still occupies **your home**, limited to:
  - a maximum of four months' unpaid **monthly rent** accruing before the expiry date of a valid notice seeking possession of **your home**; and the period after which the **administrator** applies to a court for a possession order for **your home** subject to a maximum amount payable of 12 months' **monthly rent** arrears for any one claim, or the maximum number of monthly rent payments covered under **your policy**, whichever is the lower.
  - 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**.
  - vii) Any claim for **monthly rent** which accrues during a period where any legislation, government or court guidance, court systems or court rules result in:
    - any or part of the possession proceedings relating to **your home** being halted or delayed; or where
    - any court action for possession of **your home** is prevented from being started.
  - viii) any **monthly rent** or any rent deferred prior to the start of this **policy**, and any reduction in rent agreed at any time.
- Condition:
- If **you** receive payment or part payment of **monthly rent** from the **tenant** at any time following the notification of a claim, the **administrator** must be notified. Any part payments received must be applied against the earliest **monthly rent** arrears. If the **administrator** has already made a payment in respect of **monthly rent** arrears, **you** must repay the sum received to the **administrator** immediately.
- 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.

### DASbusinesslaw

#### What is DASbusinesslaw?

DASbusinesslaw contains a range of how-to business and legal step-by-step tools, guides, document templates, interactive checklists and infographics to help **your** property let business. Developed by solicitors and tailored by **you** using **our** smart document builders, **you** can create ready-to-sign contracts, agreements and letters in minutes.

#### How do I get started?

Visit [dasbusinesslaw.co.uk](http://dasbusinesslaw.co.uk), enter DASBRES100 into the 'voucher code' text box and press Validate Voucher. Fill out **your** name and email address, create a password, and specify what type of business **you** have. Validate **your** email address by pressing the link in the confirmation email that **you** receive.

### 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 Fairmead Insurance Limited 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.

3rd Floor, The Podium, Centre City House, 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@axa-assistance.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 Fairmead Insurance Limited.

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/insurance](http://www.legalandgeneral.com/insurance)

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