LANDLORD INSURANCE

Policy Wording Booklet.

What **is** and **isn't** included in **your** policy.



Important: Please read and keep safe.

MONEY

Introduction to your policy

Thanks for choosing Virgin Money Landlord Insurance provided by Uinsure.

This document includes everything you need to know about your policy, plus the numbers to call if you ever need support.

Your policy is based on the details you gave us when you applied. Please carefully check this document to make sure all the info is correct and up to date. If it's not, you should contact us as soon as you can - otherwise, your policy might not be valid.

To update your details or ask us any questions about your policy, just give us a call on **0330 912 2502**.

Contact numbers

Customer Service	**0330 912 2502**
BTL/Landlord Insurance Claims	**See policy schedule**
BTL/Landlord Emergency Claims	**0330 912 9961**
BTL/Landlord Legal Protection & Rent Protection Claims	**0330 165 9057**

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Definitions

Throughout this policy there are certain words printed in bold. These words have special meanings which are shown below on pages 4-8.

Please note that these words do not apply to Section 3 (Let Home Emergency Cover) and Section 4 (Landlord Legal Expenses and Rent Protection cover) which have their own definitions.

ACCIDENTAL DAMAGE

Unexpected and unintended damage caused by something sudden and external.

BUILDINGS

The **property** and fixtures and fittings, garden walls, gates and fences, paths, drives and patios, carports, permanent swimming pools built of brick, stone or concrete, permanently fixed hot tubs or Jacuzzis, hard tennis courts and any **outbuildings** but not **garden items**.

COMPUTER SYSTEM

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

CYBER ACT

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

CYBER INCIDENT

The words **Cyber Incident** shall mean:

a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or

b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

CYBER LOSS

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

DATA

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

DATA PROCESSING MEDIA

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

DOMESTIC STAFF

Any person employed by **You** under a contract of service solely for private domestic duties excluding any employee or **contractor** involved with alteration or renovations to the **Premises**.

ENDORSEMENT

An agreed change to the terms of the policy as shown in **your** policy **schedule**.

Definitions

EXCESS

The amount **you** must pay towards each claim.

FAMILY

The person **you** are married to or live with as if **you** were married, **your** children, foster children and any other person who permanently lives with **you**, but not lodgers, **tenants** or any other paying guests.

FLOOD

An invasion of the **property** by a large volume of water caused by a rapid build up or sudden release of water from outside the **buildings**.

GARAGE

A structure originally built for storing a motor vehicle or motor vehicles.

GARDEN ITEMS

Flowerbeds, hedges, lawns, potted plants, shrubs or trees outside the **buildings** but within the boundaries of **your property**.

HEAVE

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

INCIDENT

Any event that might lead to a claim.

LANDLORDS CONTENTS

Items owned by **you** and provided for the use of **tenants** within the **property**, including:

- Leaseholder fixtures and fittings
- Household goods such as free-standing kitchen appliances (e.g. dishwasher, washing machine, washer dryer, tumble dryer, cooker/oven/hob/hood, microwave, fridge, freezer or fridge freezer)
- Furnishings provided within the **property** (e.g. sofas, tables, chairs, wardrobes)
- Domestic garden machinery that does not require licensing

Landlords contents are only covered if:

- they belong to **you**; or
- **you** are responsible for them under a hiring or legal agreement.

LANDSLIP

Downward movement of sloping ground.

LEASEHOLDER FIXTURES AND FITTINGS

Permanent internal fixtures and fittings - including kitchens, bathrooms, toilets, sinks, internal doors, including door furniture, owned and provided by **you** as the leaseholder and not insured by any **buildings** insurance policy.

MAXIMUM CLAIM LIMIT

The most **we** will pay for any one claim under any section (or its extension) as shown in the **schedule**.

- The **Maximum claim limit** for section 1 - **Buildings** is shown in **your schedule**.
- The **Maximum claim limit** for section 2 - **Landlords Contents** is shown in **your schedule**.
- The **Maximum claim limit** for section 3 – Let **Home** Emergency Optional Cover is shown in **your schedule**.
- The **Maximum claim limit** for section 4 – Landlords Legal Expenses & Rent Protection Optional Cover is

shown in **your schedule**.

If the limits shown in **your schedule** are not enough, please contact **your** insurance **adviser**.

MOTOR VEHICLES

Electrically or mechanically propelled or assisted vehicles of all types (whether designed for road use or not).

This does not include:

- domestic garden machinery that does not have to be licensed;
- wheelchairs;
- registered disabled persons' buggies that cannot go over 8 miles an hour and which are not licensed for road use;
- electrically or mechanically propelled toys and models that cannot go over 8 miles an hour;
- electrically Assisted Pedal Cycles (EPACs) fitted with an electric motor or battery that offers assistance up to 15.5 miles per hour and does not replace the need to pedal; and
- golf trolleys which are controlled by someone on foot.

OUTBUILDING(S)

Unless **we** agree otherwise in writing, these are sheds, greenhouses and other structures but do not include:

- **garages**;
- carports;
- agricultural **buildings**;
- structures that are permanently open on one or more sides;
- structures that are lived in;
- any structure used to keep livestock of any kind;
- any structure which is not on a permanent foundation or base;
- tree houses;
- inflatable structures of any kind;
- any structure which is made of canvas, PVC or any other nonrigid material (except greenhouses); or
- any structure not within the boundary of the **property**, unless **we** agree otherwise in writing.

PERIOD OF INSURANCE

The period of time covered by this policy, as shown in **your schedule** or until cancelled. Each renewal represents the start of a new **period of insurance**.

POLICY ADMINISTRATION FEE

The amount charged and retained by **Uinsure** for the services provided to **you** in setting up and administering the policy. The **policy administration fee** is identified separately on **your schedule**.

PROPERTY

The **buildings** and the **property's garages** and **outbuildings**, all at the same address and owned by **you** and let to **tenants** as detailed on **your schedule** for domestic purposes only.

Your property must be made of brick, stone or concrete (excluding pre-fabricated concrete), and have a slate, tile or concrete roof.

Definitions

SCHEDULE

The document which provides specific details of the insurance cover in force.

SECURED

Outbuilding doors are fitted with a padlock or other key operated security device; **outbuilding** windows are closed or sealed.

Garage doors are fitted with a padlock or other key-operated security device; **garage** windows are closed or sealed.

SETTLEMENT

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

STORM

We consider **storm** to be a period of violent **weather** defined as:

- wind speeds with gusts of at least 48 knots (55mph);
- heavy or persistent rainfall at a rate of at least 25mm per hour;
- snow to a depth of at least one foot (30 cms) in 24 hours; or
- hail of such intensity that it causes damage to hard surfaces or breaks glass.

SUBSIDENCE

Downward movement of the ground beneath the **buildings** other than by **settlement**.

TENANT(S)

A person occupying **your property** by virtue of a **tenancy agreement** (other than for a **parent**, sibling or child of **yours** where no **tenancy agreement** is required).

TENANCY AGREEMENT

a. in England, a periodic assured tenancy within the meaning of the Housing Act 1988 as amended by the Renters' Rights Act 2025;

b. in Wales, an occupation contract (including a standard occupation contract or secure occupation contract) within the meaning of the Renting Homes (Wales) Act 2016;

c. in Scotland, a Private Residential Tenancy as defined in the Private Housing (Tenancies) (Scotland) Act 2016 or, where still in force, an assured tenancy under the Housing (Scotland) Act 1988;

d. in Northern Ireland, a written **tenancy** between **you** and the **tenant** for the letting of the **property** on a private residential basis, provided that it is not a Protected Tenancy or Statutory Tenancy within the meaning of the Rent (Northern Ireland) Order 1978, nor a Protected Shorthold Tenancy within the meaning of the Housing (Northern Ireland) Order 1983;

e. a **tenancy agreement** where the **tenant** is a limited company;

or

f. any other residential letting arrangement as agreed by **us** in writing.

This definition excludes the subletting of **your** property and any lease or tenancy of commercial premises.

UINSURE

The policy administrator. **Uinsure** Limited.
Registered in England and Wales No. 06046870

Registered office: XYZ Building, Hardman Boulevard, Manchester, England, M3 3AQ.
Trading office: PO Box 5524, Manchester, M61 0QR.
Uinsure Limited is authorised and regulated by the Financial Conduct Authority.No 463689.

Definitions

UNITED KINGDOM

Great Britain and Northern Ireland.

UNOCCUPIED

The **property** is considered to be **unoccupied** when it is not lived in by a **tenant**. Unoccupancy is considered to start from the date the last **tenant** vacated the **property**, which may pre-date the commencement of this cover.

URIS GROUP

URIS Group Limited. Registered in England and Wales No. 2461657. Registered office: 1st Floor, Premier House, Carolina Court, Doncaster, South Yorkshire, England, DN4 5RA.

URIS Group Limited is authorised and regulated by the Financial Conduct Authority.No 307332 undertakes certain policy administration functions on of the insurer named on **your schedule**, and **Uinsure**.

VERMIN

Badgers, foxes, squirrels, rodents and other wild animals and birds (whether a protected species or not), which by their nature cause harm, damage or carry disease.

WE, OUR, US

The insurer named on **your schedule**, (including their appointed claims provider), **URIS Group** and **Uinsure.**

YOU

The person or people, or the directors or partners of the business, shown in the **schedule** as 'Applicants'.

YOUR

Belonging to **you** or for which **you** are legally responsible.

How to make a claim

1. BEFORE YOU MAKE A CLAIM

If something's been stolen, or **your property** has been damaged by a riot or vandalism, **you** must start by calling the Police. Please make sure **you** get a **crime reference number.**

It's really important that **you** don't throw away any damaged items until **we** say so.

Unless in the case of emergency, please do not carry out any repairs or replace any items without **us** agreeing to this first.

Finally, do not negotiate or settle any claims made against **you**, unless **we** have written to **you** to say **you** can. Failure to do so may result in **your** claim being rejected or **your** claim payment could be reduced. In some circumstances, **your** policy may become invalid.

If **you** need to make a claim refer to **your** policy Schedule.

2. LANDLORD EXPENSES & RENT PROTECTION OPTIONAL COVER

If **you** are claiming for legal assistance or to make a claim under Rent Protection, please phone 0330 165 9057 between the hours of 9.00am and 5.00pm, Monday to Friday.

LET HOME EMERGENCY OPTIONAL COVER

If **you** or the **tenant** are claiming for let **home** emergency, please phone 0330 912 9961. This helpline is open 24 hours a day, 365 days a year. All calls are recorded for training purposes. Please refer to the claims guidelines under 'IF **YOU** NEED TO MAKE A LET **HOME** EMERGENCY Claim' on page 30 and have ready **your** policy number (where known) which is noted on **your** Landlord Insurance **schedule**.

3. HOW WE WILL SETTLE YOUR CLAIM

When settling **your** claim **we** have the following options available to **us** and **we** will decide which is most appropriate:

- Repair
- Replace as new
- Rebuild
- Payment

We may offer to repair, replace as new or rebuild any loss or damage through one of **our** approved suppliers, however, should **you** prefer to use **your** own supplier **you** may, providing **you** agree this with **us** beforehand. Should **you** use **your** own supplier, any payment made would not normally exceed the discounted amount **we** would have paid **our** approved supplier. All **our** repairs are guaranteed for one year.

If **we** decide it is not appropriate to repair, rebuild or replace as new **your buildings** and/or **landlords contents**, **we** will send **you** a payment representing:

- the amount by which the **buildings** and/or **landlords contents** has gone down in value as a result of the claim; or
- the estimated cost to repair, replace as new or rebuild **your buildings** and/or **landlords contents**;

whichever is the lowest.

If **we** can repair or replace as new an item but **we** agree to a cash settlement **we** will only pay what it would cost **us** to repair or replace as new the item using **our** own suppliers.

If **we** pay a claim for the same cause happening at the same time under the **buildings** and **landlords contents** sections, **we** will only take off one **excess**.

This will be the highest **excess** shown in **your schedule** for the sections concerned.

IMPORTANT

You must make sure that the **maximum claim limit** is accurate.

- Under section 1 - **Buildings**, the **maximum claim limit** must be enough to fully rebuild **your property**, including the cost of demolishing any existing

structures (if needed) and removing debris.

- Under section 2 - **Landlords contents**, the **maximum claim limit** must be enough to replace all the **landlords contents** of **your property** with new items of the same or nearest equivalent quality and type.

When an **incident** happens if the **maximum claim limit** under any section is less than the current cost of replacing as new, repairing or rebuilding the **property** as new **we** will apply the following:

- If, at the time of any loss or damage, the **buildings maximum claim limit** is not enough to reconstruct **your buildings we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **maximum claim limit**. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings maximum claim limit** was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

  If, however, the correct **maximum claim limit** is shown to exceed **our** acceptance terms and criteria this could affect the validity of **your** policy. For example, **we** may refuse to pay **your** claim.

- If, at the time of any loss or damage, the **landlords contents maximum claim limit** is not enough to replace the entire **landlords contents** of **your property** as new, **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **maximum claim limit**. For example, if the premium **you** have paid for **your landlords contents** insurance is equal to 75% of what **your** premium would have been if **your landlords contents maximum claim limit** was enough to replace the entire **landlords contents** of **your property** as new, then **we** will pay up to 75% of any claim made by **you**.

  If, however, the correct **maximum claim limit** is shown to exceed **our** acceptance terms and criteria this could affect the validity of **your** policy. For example, **we** may refuse to pay **your** claim.

MATCHING PAIRS OR SETS

We treat each separate item of a matching pair or set, or set of furniture, sanitary suite or fittings, soft furnishings or other fixtures and fittings, as a single item. **We** will only pay for lost or damaged items. **We** will not pay for the cost of replacing, recovering or remodelling undamaged pieces, or pieces which have not been lost or damaged, just because it forms part of a set, suite or one of a number of items similar in nature, colour or design. If an item in a set is lost or damaged, the other pieces of the set may lose some value, even if they have not been physically damaged themselves.

This loss of value is not covered by the policy.

MATCHING CARPETS

If **you** have a matching carpet or other floor covering in more than one room or area, **we** treat each room or area as separate. **We** will only pay for the damage to the carpet or floor covering in the room or area where the damage happened.

BUILDINGS SECTION

You must keep **your buildings** in good repair.

PROTECTING SUMS INSURED

The **maximum claim limit** under the **buildings** and **landlords contents** sections will not be reduced if **you** make a claim.

CLAIMS AND REMEDY CONDITION

- If **you** submit a valid claim and it transpires that **you** made a misrepresentation which is either deliberate or reckless **we** shall be entitled to:

i. avoid the contract, refuse all claims, and

ii. retain the premiums paid.

- If **you** submit a valid claim and it transpires that **you** made a misrepresentation, which is neither deliberate or reckless **we** shall be entitled, if cover would not have been offered, to:

i. avoid the contract, refuse all claims, and

ii. return the premiums paid.

- If **you** submit a valid claim and it transpires that **you** have made a misrepresentation, which is neither deliberate or reckless **we** shall be entitled, if cover would have been offered on different terms, to:

i. treat the contract as valid, but as if it had been made with those (misrepresented) terms, and

ii. *reduce amount paid on a claim, proportionately to reflect the higher premium that would have been charged had we been informed of the misrepresentation prior to claiming.

iii. *reduce proportionately means that Underwriters need only pay on the claim X% of what otherwise they would have been under an obligation to pay under the terms of the Policy Booklet (or, if applicable, under the different terms provided for by virtue of paragraph i)), where – X = Premium actually charged x 100.

What your policy does not cover

YOUR POLICY DOES NOT COVER THE FOLLOWING

Please note that these exclusions do not apply to Section 3 (Let **Home** Emergency optional cover) and Section 4 (Landlord Legal Expenses & Rent Protection optional cover) which have their own policy exclusions.

The policy does not cover the following.

1) Any loss or damage (including related cost or expense) caused by any act of **terrorism** whether or not any other cause or event contributes at the same time.

   For the purpose of this exclusion, an act of **terrorism** means using or threatening to use:

   - force or violence (or both); or
   - biological, chemical or nuclear force.

   The act must be carried out by any person or group of people, whether acting alone or on behalf of or in connection with any organisation or government, for political, religious or similar purposes, including the intention to influence any government or to put the public or any section of the public in fear. However, losses caused by or resulting from riot, strike, civil commotion and malicious damage (damage caused on purpose) are not excluded.

2) Any action taken to control or prevent **terrorism**.

3) Loss, damage, injury or legal liability caused by or in connection with or contributed to by:

   - riot or civil disturbance outside the **United Kingdom**.
   - **Property** being confiscated or detained by customs or other officials;
   - pressure waves caused by aircraft and other flying objects travelling at any speed;
   - ionising, radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel;
   - the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
   - war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition or destruction of or damage to **Property** by or under the order of any government or public or local authority.

4) Pollution or contamination by any substances, forces or emissions (such as radiation) or organisms, or any combination of them, if the pollution or contamination:

   - did not happen suddenly;
   - was the result of an intentional act;
   - was expected or should have been expected;
   - happened before the policy started; or
   - is not reported to **us** as soon as possible and within 30 days of the end of the **period of insurance** in which it happened.

5) Indirect losses (that is any loss, damage or additional expense, which happens as a result of, or is a side effect of, the event for which **you** are insured). This includes but is not limited to the following:

   - loss of earnings;
   - travel costs;
   - loss assessor fees;
   - the cost of preparing a claim; or
   - compensation for stress and/or inconvenience.

6) **Property** covered more specifically by another insurance policy.

7) Any criminal or deliberate act by **you** or **your family** (Loss or damage relating to Malicious damage and theft by **tenants** and manufacturing or harvesting of drugs by **tenants** may be covered if shown in the **schedule**).

8) Any reduction in the market value of any **Property** following its repair or reinstatement.

9) **Your** policy does not cover claims arising from wear and tear or anything that happens gradually, depreciation, corrosion or rusting, damp, insects, **vermin**, fungus, condensation, breakdown and rot, fading, frost, the process of cleaning, dyeing, repairing, alteration, restoration or renovation.

10) Any loss, damage, injury or accident that commenced before the **period of insurance**.

11) Any loss or damage that is not the result of one identifiable event which directly and immediately caused the loss or damage.

12) Loss or damage that would not have happened if there had not been a failure to deal with existing damage which **you** or **your** agent should have noticed and where there has been an unreasonable delay in starting repairs.

13) Loss or damage caused to any **motor vehicles** (other than domestic garden implements), caravans, trailers or watercraft and accessories.

14) Domestic Pets - loss or damage caused by domestic pets or **vermin**.

15) Sublet properties.

16) Disease Exclusion

This Policy shall not cover any Damage or liability in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any

other cause:

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

This exclusion does not apply if such loss or Damage arises out of one or more of the following perils;

i) fire, lightning, explosion, impact of aircraft

ii) vehicle impact, sonic boom

iii) accidental escape of water from any tank, apparatus or pipe

iv) riot, civil commotion, malicious damage

v) **storm**, hail

vi) **flood** inundation

vii) earthquake

viii) landslide, **subsidence**

ix) pressure of snow, avalanche

x) volcanic eruption

17) Cyber and Data Exclusion

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

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

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

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

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

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

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

18) Asbestos Exclusion

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

is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss.

19) Contracts (Rights of Third Parties) Act 1999

A Person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

What this policy covers

MONEY

Section 1 - Buildings

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
Your buildings are covered under this section. The most **we** will pay for loss of or damage to the **buildings** is the **maximum claim limit** shown in the **schedule**. The **buildings** identified in the **schedule** are covered for loss or damage caused by any of the following:	The **excess** shown in the **schedule** for every **incident**.
1. Fire, smoke, explosion, lightning or earthquake.	1. Loss or damage caused by smog, industrial or agricultural output. Smoke damage arising gradually or of repeated exposure.
2. **Storm** or **flood.**	2. Loss or damage: • to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates, hedges and fences, swimming pools, tennis courts; • caused by frost; • caused by rising water table levels; or • caused by **subsidence**, **heave** or **landslip** other than as covered under cause 8 of Section 1 - **Buildings**.
3. Escape of water or oil from and frost damage to any fixed water or heating installation, apparatus and pipes.	3. Loss or damage: • whilst the **buildings** are **unoccupied** for 60 days or more; • to the apparatus and/or pipes from which water and/or oil has escaped; • that has been happening gradually over a period of time; or • caused by **subsidence**, **heave** or **landslip** other than as covered under cause 8 of Section 1 - **Buildings**. The policy **excess** for escape of water as shown in the **schedule**.
4. Theft or attempted theft.	4. Loss or damage whilst the **buildings** are **unoccupied** for 60 consecutive days or more. By **you**, any **tenant** or person lawfully on the **property**. Theft or attempted theft not caused by violent and forcible entry or exit, unless deception is used solely to gain entry to **your property**.

Section 1 - Buildings

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
5. The **buildings** being hit by: • aircraft or other flying objects, or anything dropped from them; • fireworks; • vehicles, trains or trams; • falling aerials, masts or satellite dishes; • falling trees or branches; • animals or birds; or • lamp posts or telegraph poles.	5. Loss or damage: • caused by pets; • to aerials, aerial fittings, satellite dishes or masts; • arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged **your buildings**; or • to hedges, gates and fences.
6. Riot, civil commotion, labour and political disturbances.	6. Loss or damage that is not reported to the police within twenty one days of the damage occurring.
7. Malicious damage or vandalism.	7. Loss or damage: • whilst the **buildings** are **unoccupied** for 60 consecutive days or more; • caused by **you**, any **tenant** or person lawfully on the **property**; or • arising from and / or in connection with the manufacture, cultivation or harvesting of illegal drugs, unless otherwise shown on the **schedule**.
8. **Subsidence, landslip** or **heave** of the site upon which the **buildings** stand.	8. Loss or damage: • to the **buildings** or their foundations because the materials they are built from shrink or expand; • caused by the compaction of infill; • to the **buildings** or their foundations by **settlement** of the site on which the **buildings** stand; • caused by the sea or river wearing away the land; • caused by defective materials, faulty design or faulty workmanship; • caused by foundations which do not meet the Building Regulations at the time of construction; • caused by demolishing, structurally altering or repairing the **buildings**; • to solid floor slabs or damage from solid floor slabs moving, unless the foundations underneath the outside

Section 1 - Buildings

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
	• walls of the main building are damaged at the same time and by the same cause; • to walls, gates, hedges, **outbuildings**, fences, paths, drives, patios, swimming pools, ornamental pools, tennis courts, drains, septic tanks, pipes, cables and oil tanks , unless the main building is damaged at the same time and by the same cause; or • for which compensation is provided by contract or legislation. Normal **settlement**, shrinkage or expansion. The policy **excess** for **subsidence** as shown in the **schedule**.
9. **Accidental damage** to fixed glass in windows, doors, fanlights, solar panels, skylights or fixed sanitaryware in the **buildings**, and ceramic hobs fixed to and forming part of the **buildings**.	9. Loss or damage: • whilst the **buildings** are **unoccupied** for 60 consecutive days or more; • caused by chipping, denting or scratching; or • to ceramic hobs in free–standing cookers.
10. The cost of repairing **accidental damage** to underground pipes, services and cables servicing **your property** for which **you** are responsible. **We** will pay the cost of breaking into and repairing the pipe between the main sewer and **your property** if releasing a blockage fails by normal means.	10. Loss or damage: • due to wear and tear or gradual deterioration; or • caused by faulty materials, design, workmanship or as a result of any alterations, renovations or repairs.
11. Loss of **rent** and/or cost of alternative accommodation incurred by **you** as a result of the **buildings** becoming uninhabitable following loss or damage caused by any of the causes listed in section 1 causes 1-10 of this policy.	11. Any amount above the amount shown in the **schedule**. Loss where a valid claim has not been accepted by **us** under section 1, clauses 1-10.

Section 1 - Buildings

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
12. Emergency access **We** will pay for damage to **your buildings** caused by the emergency services if they cause damage while getting into **your property** to deal with an emergency. **We** will also pay for damage to **your garden items** (including re-landscaping costs) if caused by the emergency services while they are attending an emergency at **your property**.	12. Loss or damage: • due to wear and tear or gradual deterioration; or • caused by faulty materials, design, workmanship or as a result of any alterations, renovations or repairs.
13. If **you** have exchanged contracts to sell **your property** **We** will give the buyer the benefit of the insurance under this section until the sale is completed, unless the buyer has insurance cover elsewhere.	
14. The cost of replacing and installing locks on outside doors if keys to the **property** are lost or stolen.	14. Any amount above the amount shown in the **schedule**.
15. Increased metered electricity, gas, oil or water charges incurred by **you** resulting from unauthorised use or escape of water and a subsequent claim under cause 3, section 1 of this policy.	15. Any amount above the amount shown in the **schedule**. Caused by the manufacture and harvest of illegal drugs on the **property** by the **tenant**. Unless Buildings Optional Cover - Manufacture and harvest of drugs cover shows in **your schedule**.
16. Professional fees and costs Expenses incurred by **you** as a result of removal of debris; compliance with government or local authority requirements; architects' and surveyors' fees incurred in the reinstatement of the building following loss or damage caused by any of the causes listed in section 1 of **your** policy.	16. Any fees charged in the preparation of a claim.
17. Trace and access Expenses incurred by **you** in locating the source and subsequent making good of damage following loss or damage as a result of cause 3 or cause 10, section 1 of this policy.	17. Any amount above the amount shown in the **schedule**. Loss or damage to the apparatus from which water or oil has escaped.

Section 1 - Buildings

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
18. All sums for which **you** are legally liable to pay as compensation for accidental death or injury to any person or loss or damage to third party **property** arising directly as a result of **your** ownership of the **property**, including defence costs and expenses incurred with **our** prior consent. To qualify for accidental death cover, the person must be aged 16 or over and the **maximum claim limit** for accidental death is £20,000. This policy includes **your** landlords' legal liability under section 3 of the defective premises act 1972 or article 5 of the defective premises (Northern Ireland) order 1975 for injury to a third party or loss or damage to third party **property** which is a result of a defect in **your property** including defence costs that **we** have agreed in writing to pay. The **maximum claim limit** for liability in relation to Defective Premises Act is £1,000,000. Please note: Defective Premises Act 1972 The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau. Dangerous Dogs Act 1991 The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.	18. Any amount above the amount shown in the **schedule**. Bodily injury or death to any person who is engaged in **your** service, or is a member of **your family** or household. Resulting from or connected to the transmission of any communicable disease. Damage to **property** under **your** custody or control. Which is the result of any profession, occupation or business other than through private letting of the **property**. Resulting from the ownership, possession or operation of: • any mechanically propelled vehicle other than a private garden vehicle operated within **your property**; • any power operated lift; • any aircraft or watercraft; • a caravan whilst being towed; or • any dogs designated as dangerous under the dangerous dogs act 1991. Resulting from pollution or contamination. If **you** are entitled to indemnity under any other insurance. Any cost or expense not agreed by **us** in writing.

Section 1 - Buildings

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
19. Liability for **domestic Staff** **We** insure **you** against **your** legal liability for all amounts **you** have to pay as compensation for accidental bodily injury to or illness or disease which happens to any of **your domestic staff** during the course of their work at **your property** in connection with any claim or series of claims made against **you** and arising out of any one event occurring during the **period of insurance** within the **United Kingdom**. The most **we** will pay for any one claim, or series of claims arising from one cause, is the **Individual limi**t shown in the **schedule** including costs and expenses.	19. Any amount above the amount shown in the **schedule**. Any agreement unless **you** would have been liable had the agreement not been made. Any claim or other proceedings against **you** lodged or prosecuted in a court outside the **United Kingdom**. Liability arising from any business or profession. Liability for which compulsory insurance or security is required by any road traffic legislation. Bodily injury to any employee arising out of being carried in or on a vehicle or entering or getting on to or off a vehicle where any road traffic law says **you** must have insurance or security.

Section 1 - Buildings

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
Your buildings are covered under this section. **The most we will pay** The most **we** will pay for loss of or damage to the **buildings** is the **maximum claim limit** shown in the **schedule**. **The causes covered** The **buildings** identified in the **schedule** are covered for loss or damage caused by any of the following:	
1. **Accidental damage** to the **buildings** in addition to the causes listed in paragraphs 1 to 11 of this section.	1. Loss or damage: • by any cause or event already covered under section 1 **buildings**; • caused by **vermin**; fungus or insects; • caused by chewing, scratching, tearing or fouling by domestic pets; • whilst the **buildings** are **unoccupied** for 60 consecutive days or more; • caused by wet or dry rot; faulty workmanship or design; • atmospheric or climatic conditions; • as a result of any building alterations, renovations or repairs; or • if already excluded within the 'definitions, policy conditions or policy exclusions' sections within this booklet. The cost of normal maintenance, and standard repairs.
2. Malicious damage caused by the **tenants** to the **buildings** in addition to the causes listed in paragraphs 1 to 11 of this section.	2. Loss or damage: • by any cause or event already covered under section 1 **buildings**; • whilst the **buildings** are **unoccupied** for 60 consecutive days or more; or • caused by the manufacture and harvest of illegal drugs on the **property** by the **tenant**. The cost of normal maintenance and standard repairs.
3. Loss or damage by theft or attempted theft caused by a **tenant**.	3. Loss or damage whilst the **buildings** are **unoccupied** for 60 consecutive days or more.

Section 1 - Buildings Optional Cover

Manufacture and harvest of drugs cover (This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
Your buildings are covered under this section. **The most we will pay** The most **we** will pay for loss of or damage to the **buildings** is the **maximum claim limit** shown in the **schedule**. **The causes covered** The **buildings** identified in the **schedule** are covered for loss or damage caused by any of the following: 1. The costs to repair damage to the **buildings** caused by the manufacture, cultivation, harvesting or processing by any other method of drugs classed as controlled substances under the Misuse of Drugs Act (1971). It is a condition of the policy that **you** or authorised persons acting on **your** behalf or **your** managing agent shall in each instance: • obtain and retain written and verified references for all new residential **tenants**, prospective residential **tenants** or **tenants** in residence for less than a year, from a current employer, former landlord or sponsor. **You** must produce such written references if so requested by **us** in the event of a claim under this additional cover; • obtain and retain formal photo ID of any new **tenant**; • obtain and record details of any new **tenant**'s bank account and verify those details by receiving at least one payment from such account; • carry out internal and external inspection of the **Buildings** at least every 3 months; • maintain a log of such inspections and retain that log; and • carry out a six-monthly management check of the inspections log. If **you** do not adhere to these conditions, **your** claim may be rejected or a claim payment could be reduced. In some circumstances, **your** policy may become invalid.	1. Any amount above the amount shown in the **schedule**. Loss or damage caused by **you** or **your family**.

Section 2 - Landlord Contents

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
Your landlords contents which includes **Leaseholder Fixtures and Fittings** are covered under this section. **The most we will pay** The most **we** will pay for loss of or damage to the **landlords contents** is the **maximum claim limit** shown in the **schedule**. The most **we** will pay for **landlords contents** in the open (but within the boundary of **your property**) is the **maximum claim limit** shown in the **schedule**. The most **we** will pay for any one claim for theft of **landlords contents** from a **secured outbuilding** or **garage** built of brick, stone or concrete and kept in good repair is the **maximum claim limit** for theft of **landlords contents** in an **outbuilding** or **garage** shown in the **schedule**. **The causes covered** The **landlords contents** and **Leaseholder Fixtures and Fittings** identified in the **schedule** are covered for loss or damage caused by any of the following: 1. Fire, smoke, explosion, lightning or earthquake. 2. **Storm** or **flood**. 3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes.	The **excess** shown in the **schedule** for every **incident**. Anything more specifically insured in another part of this policy. Any amount above the amount shown in the **schedule**. **Leaseholder Fixtures and Fittings** that are covered by a separate **buildings** policy. 1. Loss or damage caused by smog, industrial or agricultural output. Smoke damage arising gradually or of repeated exposure. 2. Loss or damage caused: • by frost; • to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts; or • by rising water table levels. **Landlords contents** in the open. 3. Loss or damage: • Whilst the **buildings** are **unoccupied** for 60 days or more; • To the apparatus and/or pipes from which water and/or oil has escaped; or • As a result of wear and tear or gradual deterioration.

Section 2 - Landlord Contents

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
4. Theft or attempted theft	4. By **you**, any **tenant** or person lawfully on the **property**. Loss or damage whilst the **buildings** are **unoccupied** for 60 consecutive days or more. Theft or attempted theft not caused by violent and forcible entry or exit, unless deception is used solely to gain entry to **your property**.
5. The **buildings** being hit by: • aircraft or other flying objects, or anything dropped from them; • fireworks; • vehicles, trains or trams; • falling aerials, masts or satellite dishes; • falling trees or branches; • animals or birds; or • lamp posts or telegraph poles.	5. Loss or damage: • caused by maintenance to trees; or • to aerials, satellite dishes and masts.
6. Riot, civil commotion, labour and political disturbances.	6. Loss or damage that is not reported to the police within Twenty One days of the damage occurring.
7. Malicious damage or vandalism.	7. Loss or damage: • whilst the **buildings** are **unoccupied** for 60 consecutive days or more; • caused by **you**, any **tenant** or person lawfully on the **property**; or • arising from and / or in connection with the manufacture, cultivation or harvesting of illegal drugs, unless otherwise shown on the **schedule**.
8. **Subsidence**, **landslip** or **heave** of the site upon which the **buildings** stand.	8. Loss or damage caused by: • the sea or river wearing away the land; • faulty design or construction of the **buildings** or their foundations; • demolishing, altering or repairing the **buildings**; or • the foundations of the building or the materials from which they are built shrinking or expanding. Loss or damage for which compensation is provided by contract or legislation.

Section 2 - Landlord Contents

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
9. Accidental breakage in **your property** to: • Fixed glass in furniture (but not glass in pictures or clocks); • Glass shelves; • Glass tops to furniture; • Fixed glass in mirrors; or • Ceramic hobs in free-standing cookers and ceramic tops in free-standing cookers.	9. Loss or damage caused by scratching or denting
10. Loss of **rent** and/ or cost of alternative accommodation incurred by **you**, as a result of the **buildings** becoming uninhabitable following loss or damage caused by any of the causes listed in section 2 causes 1-8 of this policy.	10. Any amount above the amount shown in the **schedule**. Loss where a valid claim has not been accepted by **your** insurers under section 2, Causes 1-8. Loss where a valid claim has been accepted by **your** insurers under Section 1 of this policy.
11. A legal liability to the public. All sums for which **you** are legally liable as the owner of the **landlords contents** to pay as compensation for accidental death or injury to any person, or loss or damage to third party **property** including defence costs and expenses incurred with **our** prior consent. This includes **your** landlords' legal liability under section 3 of the defective premises act 1972 or article 5 of the defective premises (Northern Ireland) order 1975 for injury to a third party or loss or damage to third party **property** arising from a defect in **your property** including defence costs that **we** have agreed in writing to pay. The **maximum claim limit** for liability in relation to Defective Premises Act is £1,000,000. Note: Defective Premises Act 1972 The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of	11. Any amount above the amount shown in the **schedule**. Bodily injury or death to any person who is engaged in **your** service, or is a member of **your family** or household. Arising out of or in any way connected with the transmission of any communicable disease. Damage to **property** under **your** custody or control. Arising out of any profession, occupation or business other than through private letting of the **property**. Arising out of the ownership, possession or operation of: • any mechanically propelled vehicle other than a private garden vehicle operated within **your property**; • any power operated lift; • any aircraft or watercraft; • a caravan whilst being towed; or • any dogs designated as dangerous under the dangerous dogs act 1991. Arising out of pollution or contamination. If **you** are entitled to indemnity under any other insurance.

Section 2 - Landlord Contents

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau. Dangerous Dogs Act 1991 The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.	Any cost or expense not agreed by **us** in writing.
12. Liability for **Domestic Staff** **We** insure **you** against **your** legal liability for all amounts **you** have to pay as compensation for accidental bodily injury, illness or disease which happens to any of **your domestic staff** during the course of their work at **your property** in connection with any claim or series of claims made against **you** and arising out of any one event occurring during the **period of insurance** within the **United Kingdom**. The most **we** will pay for any one claim, or series of claims arising from one cause, is the **Individual limit** shown in the **schedule** including costs and expenses.	12. Any amount above the amount shown in the **schedule**. Any agreement unless **you** would have been liable had the agreement not been made. Any claim or other proceedings against **you** lodged or prosecuted in a court outside the **United Kingdom**. Liability arising from any business or profession. Liability for which compulsory insurance or security is required by any road traffic legislation. Bodily injury to any employee arising out of being carried in or on a vehicle or entering or getting on to or off a vehicle where any road traffic law says **you** must have insurance or security.

Section 2 - Contents Optional Cover - Accidental &Malicious Damage & Theft by Tenants cover

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
Your landlords contents which includes **Leaseholder Fixtures and Fittings** are covered under this section. **The most we will pay** The most **we** will pay for loss of or damage to the **landlords contents** is the **maximum claim limit** shown in the **schedule**. **The causes covered** The **landlords contents** and **Leaseholder Fixtures and Fittings** identified in the **schedule** are covered for loss or damage caused by any of the following: 1. **Accidental damage** to the **landlords contents** and **Leaseholder Fixtures and Fittings** in addition to the causes listed in paragraphs 1 to 10 of this section. 2. Malicious damage caused by the **tenants** to the **landlords contents** and **Leaseholder Fixtures and Fittings** in addition to the causes listed in paragraphs 1 to 10 of this section.	The **excess** shown in the **schedule** for every **incident**. Any amount recoverable from the **tenant** up to the total amount of the initial tenancy deposit as detailed on the **tenancy agreement** (proof of the deposit paid by the **tenant** must be submitted in the event of a claim). Any loss or damage which is insured by a policy issued to the **tenant**. 1. Loss or damage: • by any cause or event already covered under section 2 **landlords contents**; • caused by **vermin**; fungus or insects; • caused by chewing, scratching, tearing or fouling by domestic pets; • whilst the **buildings** are **unoccupied** for 60 consecutive days or more; • caused by wet or dry rot; faulty workmanship or design; • atmospheric or climatic conditions; • as a result of any building alterations, renovations or repairs; or • if already excluded within the 'definitions, policy conditions or policy exclusions' sections within this booklet. The cost of normal maintenance, and standard repairs. 2. Loss or damage: • by any cause or event already covered under section 2 **landlords contents**; • caused by **vermin**; fungus or insects; • caused by chewing, scratching, tearing or fouling by domestic pets; • whilst the **buildings** are **unoccupied** for 60 consecutive days or more; • caused by wet or dry rot; faulty workmanship or design; • atmospheric or climatic conditions; • as a result of any building alterations, renovations or repairs;

Section 2 - Contents Optional Cover - Accidental &Malicious Damage & Theft by Tenants cover

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
	• caused by the manufacture and harvest of illegal drugs on the **property** by the **tenant**; or • if already excluded within the 'definitions, policy conditions or policy exclusions' sections within this booklet. The cost of normal maintenance, and standard repairs.
3. Loss or damage by theft or attempted theft caused by a **tenant**.	3. Loss or damage whilst the **buildings** are **unoccupied** for 60 consecutive days or more.

Policy Conditions

These are the conditions of the insurance that **you** will need to meet as **your** part of the contract. If **you** do not, a **claim** may be rejected or a **claim** payment could be reduced. In some circumstances **your** policy may become invalid.

Please note that these conditions do not apply to Section 3 (Let **Home** Emergency optional cover) and Section 4 (Landlord Legal Expenses & Rent Protection optional cover) which have their own policy conditions.

1. THE CONTRACT OF INSURANCE

This policy is a contract of insurance between **you** and **us**.

The following elements form the contract of insurance between **you** and **us**, please read them and keep them safe:

- **your** policy wording booklet;
- **your schedule**;
- any endorsements on **your** policy, as set out in **your schedule**; and
- any changes to **your** Landlord Insurance policy contained in notices issued by **us** at renewal.

In return for **you** paying **your** premium, **we** will provide the cover shown on **your schedule** on the terms and conditions of this policy booklet during the **period of insurance**.

Our provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of this policy.

2. INFORMATION YOU HAVE GIVEN US

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**.

You must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete including any presentation(s) to **us** on **your** behalf. At the commencement of the Period of Insurance or at the subsequent renewal of the Policy, it is **your** duty to ensure all questions that form part of **your** statement of insurance and schedule are answered honestly and to the best of **your** knowledge. This information is required by us to assess **your** insurance risk.

You must also notify **us** as soon as is reasonably practicable of any changes in circumstances which may affect **your** insurance or the information found within the statement of insurance or schedule. For example, **we** would need **you** to notify **us** if:

- **You** change or expand **your** Business activities stated in the Schedule;
- the Premises are Unoccupied;
- there is a change in the type of tenant at the Premises;
- there is building works/renovations taking place at the Premises.

These are just some examples and there may be other circumstances **we** would want **you** to tell **us** about. If **you** are in any doubt, please contact **us** directly as failure to notify **us** of any changes could lead to **your** Policy being cancelled, or a claim rejected or not fully paid.

If **you** are unsure as to whether or not certain facts should be disclosed, please contact **us**. If **you** do not disclose all information **your** insurance may not cover **you** fully, or at all.

Important Note
The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

3. CHANGES

We have relied on the answers that **you** gave about yourself which allowed **us** to assess the chance of **you** suffering a loss, based on statistics that **we** have gathered over many years. The information allowed **us** to decide what premium to charge **you** and what conditions should apply to **your** cover.

Policy Conditions

If any of the answers were incorrect or have changed and **you** have not received **our** written agreement to the change or extra information, **your** policy may not be valid. If the policy is not valid, **you** cannot make a claim.

As a guide, here are a few examples of changes that **you** must tell **us** about. The list does not cover all possible changes.

- if **you** change **your** address;
- if **you** receive a conviction, or are prosecuted (except for motoring offences where a prison sentence has not been served);
- about any changes to **your buildings** that will increase the rebuilding costs;
- if **your buildings** are due to undergo structural alteration, repair, renovation or other building works;
- about any increase in the value of **your landlords contents**; or
- if **your property** will be **unoccupied** for more than 60 days in a row.

Please remember that if **you** do not tell **us** about changes, it may affect any claim **you** make. These changes may result in a change to **your** premium and/or **excess**.

4. THE LAW THAT APPLIES

This contract is written in English and all communications about it will be in English. Unless **we** have agreed otherwise, this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

5. RIGHTS OF THIRD PARTIES

A Person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

6. OTHER INSURANCES

If **you** have any other insurance policies that cover the same loss, damage or liability as this policy, **we** will only pay **our** share of any claim.

7. PRECAUTIONS

You must take care to:

- keep **your property** in a good state of repair; and
- avoid or limit any loss, damage or injury.

8. SECURITY

We may insist that **your property** meets **our** minimum security requirements and **our** Minimum standards of security **endorsement** (MSS1), detailed below will apply to **your** policy and **we** will print an **endorsement** on **your schedule**.

MSS1: Minimum standards of security Endorsement

We will not pay for loss or damage caused by theft, attempted theft or malicious damage unless the **property** meets the following minimum security requirements:

- **Your** final exit door, any other external doors, sliding doors, patio doors and double leaf french doors are fitted with a 5 lever mortise deadlock conforming to BS3621, a rim automatic deadlock or a multi-point locking system;
- All externally accessible windows are fitted with key operated window locks or key operated handles (Windows are considered to be externally accessible if they can be accessed from outside **your property** without a ladder or by climbing from a nearby flat roof).

9. CANCELLING THE POLICY AND THE COOLING-OFF PERIOD

You have 14 days from when **you** receive **your** policy documents or enter into this contract, whichever is later, to contact **Uinsure** if **you** want to cancel **your** policy. This is known as a cooling-off period. If **you** cancel **your** policy during this period of time, provided **you** have not made a claim, **we** will refund **your** full premium and **policy administration fee**. If any claim has been made during the period of cover provided, no refund of premium or **policy administration fee** will be allowed. If **You** have arranged to pay **Your** premium using a monthly installment plan and **We** settle a claim during the current Period of Insurance, **You** must continue with the payments until the Policy renewal date, or **We** may, at **Our** discretion deduct the outstanding installments from any claim payment **We** make.

You may cancel **your** policy any time after the cooling-off period by contacting **Uinsure**. As long as **you** have not made a claim, **we** will refund **you** for the time that was left on **your** policy, but not for the **policy administration fee**. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund.

If **you** don't exercise **your** right to cancel, **your** policy will continue, and **you** will be required to pay the premium.

We or anyone **we** authorise can cancel this policy at any time by sending **you** fourteen days' notice in writing. **We** will send the notice to the last known address **we** have for **you**. As long as **you** have not made a claim, **we** will refund **you** for the time that was left on **your** policy. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund. **We** will only cancel this insurance for a valid reason. Examples of valid reasons include but are not limited to:

- non payment of premium;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

For cancellation of Section 3 – Let **Home** Emergency Optional Cover, please see page 39 of **your** policy.

For cancellation of Section 4 – Landlord Legal Expenses & Rent Protection Optional Cover, please see page 49 of **your** policy.

10. FRAUDULENT CLAIMS

If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- not pay **Your** claim; and
- recover (from **You**) any payments **We** have already made in respect of that claim; and
- terminate **Your** insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If **your** insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

11. FINANCIAL SANCTIONS

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

12. INDEX-LINKING

Index linking is the process of us increasing **your maximum claim limit**s in line with inflation and other pressures. **We** will only apply index-linking where **you** have requested a specific **maximum claim limit** amount for **buildings** or **landlords contents**. Index-linking does not apply to our standard **maximum claim limit**s.

13. LANGUAGE

The contractual terms and conditions and other information relating to this contract will be in the English language.

14. LAPSED POLICY WARNING

In some situations (for example, if **you** live in an area likely to **flood**) if **you** decide not to renew **your** policy with **us**, **you** may find it difficult to arrange alternative cover or start a new policy with **us** at a later date. To avoid any breaks in **your** cover, **you** should make sure **your** new insurance application has been accepted before **your** current policy expires.

15. RENEWAL

For **your** convenience and protection **we** will write to **you** in good time before the end of the **period of insurance** confirming next year's premium, any changes to **your** policy and whether **you** need to

contact **us** to complete **your** renewal.

Uinsure may annually review **your** policy, including **your insurer** and **your** renewal price, and will write to **you** prior to **your** renewal date, confirming any change in **your insurer** or policy terms and conditions.

We will offer to renew **your** policy even if **you** have selected to not automatically renew. **You** will need to contact **us** to confirm renewal in this case.

You can opt out of automatic renewal at any time by calling **us** on the telephone number provided on page 3 of this booklet; by visiting www.uinsure.co.uk/home/contact-us/ or emailing us at optout@uinsure.co.uk. This must be done at a minimum of 30 days before **your** renewal date.

In the event that **we** are unable to offer **you** a renewal price, **we** will write to **you** at least 21 days before the policy expiry date confirming what action **you** have to take.

If **you** don't exercise **your** right to cancel, **your** policy will continue, and **you** will be required to pay the premium.

16. SEVERAL LIABILITY CLAUSE

The liability of an **insurer** under this contract is several and not joint with other **insurers** party to this contract. An **insurer** is liable only for the proportion of liability it has underwritten.

An **insurer** is not jointly liable for the proportion of liability underwritten by any other **insurer**. Nor is an **insurer** otherwise responsible for any liability of any other **insurer** that may underwrite this contract.

The proportion of liability under this contract underwritten by an **insurer** (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

17. UNOCCUPIED

If the **Property** specified in the **Schedule** is left unoccupied for 60 consecutive days or more:

- **You** must notify as soon as **you** become aware that **your** property will be **unoccupied** for 60 days or more.
- The Building must be inspected at least once every 14 days by **You** or **Your** representative and a detailed record retained for our inspection on request, showing dates visited, who attended and observations made.
- The gas and water supplies must be turned off and the water system drained.
- The electricity supply must be turned off unless required to maintain a security system.
- All letter boxes and other openings must be sealed securely if the unoccupancy is for a period of 60 days or more.
- External doors must be secured with a 5 lever mortise deadlock conforming to BS3621, a rim automatic deadlock or a multipoint locking system. These must be fitted and in use at all times.

Section 3 - Let Home Emergency Cover (optional)

(This section applies only if shown in the schedule)

Throughout section 3 there are certain words printed in bold. These words have special meanings which are shown below.

This **home** emergency policy is provided by Arc Legal Assistance Limited, and the insurer is AmTrust Specialty Limited. Claims under this policy are handled by Arc Legal Assistance Limited.

The purpose of this insurance

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

How to make a claim

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

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

Please look at **your** insurance policy and **schedule** to check **your** level of cover and have **your** policy number and intermediary's name to hand. This policy is designed to help **you** during an emergency. It will not cover situations that **you** do not tell **us** about within 48 hours of the **incident**.

Call **our** helpline on 0330 912 9961. **Our** helpline is open 24/7, 365 days a year.

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

Some Important Information

- If **we** accept **your** claim, the claims helpline will find a suitable **contractor** to come to **your home** and try to sort out the emergency. However, the **contractor** must be able to get into **your home** to carry out the **emergency repairs** and not be prevented by bad weather, industrial disputes or lack of public transport.
- The claims helpline service and tradesperson will use their discretion as to when and how the **emergency repairs** are carried out.
- The **contractor** will send an invoice the cost of all the work that is covered by the insurance to **us**. **You** will be asked to pay the cost of;

a. Call-out charges if there is no authorised adult available at the **home** at the time **our contractor** arrives to carry out the work.

b. All charges above the claims limits or any work not covered by this insurance – **you** will be told about this before any work is carried out.

c. Any extra costs for things that **you** ask for, such as replacement parts or components which are of better quality than the original replacement parts or components.

- There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **our** control. If this happens, **we** will make sure that **your home** is safe.
- If **you** call in the services of a **contractor** before **you** make contact with the Claims Helpline Service any costs incurred by **you** will not be covered by this insurance.
- **Your** claim will not be considered an emergency unless it is reported within 48 hours of discovery.

WHAT YOU NEED TO KNOW

Confirming Policy Details...Helping Us Help You

In some situations **we** might not be able to assess **your** claim or confirm that **your** policy covers it from the information and details provided by **you**. It might be necessary for **our contractor** to come to **your home**, assess the situation and provide **us** with a report. If this happens, **you** will be asked to leave either credit or debit card details which may be debited if the cost of the call-out and any repairs carried out are not covered by this insurance. This will help **us** respond to **your** emergency without unnecessary delay, and provides **you** with the choice to get emergency help at **your home** even if it's not covered by **your** policy.

Section 3 - Let Home Emergency Cover (optional)

(This section applies only if shown in the schedule)

Household Buildings and Contents

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

How Your Cover Works

This policy covers **temporary repairs**, or a permanent repair where this can be done at a similar cost or where no temporary repair is available. If **our contractor** decides there is no temporary, permanent or economical repair available, then the emergency will not be covered by this insurance.

Your emergency must meet the definition of an emergency under the sections of cover that **you** are claiming under.

Maintenance of Your Home

You must keep **your home**, including fixtures and fittings, in good working order. This includes boilers which should be maintained/ serviced in accordance with the manufacturer's recommendations.

Trace and Access

Sometimes the **contractor** might need to remove and/or damage parts of the **home**, fixtures and fittings in order to locate the source of the emergency. In these circumstances, **we** will not be responsible for any damage caused where this has been deemed as necessary by **our contractor** in order to complete a temporary repair (or a permanent repair where this can be done at a similar cost).

Working Together

To enable **us** to give **you** the best possible claims service, **we** will need **your** full co-operation at all times. This may, at **your** own expense, include providing any evidence, documents or receipts that **we**, or **our** representative, ask for.

If **your home** emergency claim is accepted, **we** ask that **you** allow the **contractor** to have access to **your home** within 24 hours of the claim being reported to **us**. If **you** delay and/or prevent the **contractor** from doing this **we** might not cover **you**.

There might be times where **our contractor** has to order parts that are not available straight away.

Other Similar Insurance

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

Important and defined words

The words or expressions shown below have the following meaning wherever they appear in this policy. They will be in bold type throughout for **your** reference.

Claim limit(s)

The most **we** will pay for any one claim during the **Period of Insurance** as shown in the **schedule**.

Contractor

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

Data Protection Legislation

The **data** protection laws in force in the countries where this cover applies at the time of the emergency.

Emergency repairs

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

Home

Your main permanent place of residence within

the **territorial limits** which is a private dwelling used for domestic purposes. It does not include **garages**, gardens, **outbuildings** and swimming pools. This will be owned by **you** but let to **tenants**. However, **garages** and **outbuildings** that are attached and/or accessed via the **home** will be included for section 8, Pests. This does not include any bedsits, bed and breakfasts or commercial/business premises.

Insured Person, You, Your

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

Insurer

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

Intermediary

The regulated person or company that **you** have appointed to arrange this insurance for **you**.

Period of Insurance

The commencement (start) and expiry (end) dates shown in the **schedule**.

Primary Heating System

The main central heating and hot water systems. This does not include any form of renewable energy systems, non-domestic central heating boilers or source.

Schedule

The document which shows the specific details of **your** insurance. This wording and the **schedule** together make up **your** insurance policy.

Temporary Repair, Temporary solution

A repair or solution which will sort out an emergency for at least 72 hours. A temporary repair or solution will need to be replaced by a permanent repair.

Terrorism

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

Territorial Limits

The **United Kingdom**.

Uneconomical

1. Where, in **our** opinion, it would not be worth completing a repair because of the further work that would be needed or the life expectancy of the appliance/equipment; or

2. Where the cost of the emergency repair (including parts and labour) is more than 75% of the cost of replacing the item as new.

We, **Us**, **Our**

Arc Legal Assistance Ltd and AmTrust Specialty Ltd.

Section 3 - Let Home Emergency Cover (optional)

(This section applies only if shown in the schedule)

This policy provides the cover described in each section below if an insured event happens at **your home**.

We will pay up to a maximum of **£1,000** for any claim (including VAT, call-out charges, labour, parts and materials).

Where it has not been possible to sort out the emergency following an accepted claim for **emergency repairs**, and where the Claims Helpline Service decides that **your home** has been left uninhabitable, **we** can arrange and pay up to a total of **£250** for **your** overnight accommodation if **you** ask **us** to.

SECTION 1 - PLUMBING & DRAINAGE

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
Emergency repairs following damage to or failure of the plumbing and drainage system which: a. Means that internal **flood** or water damage is a likely consequence; b. Means that **you** do not have access to a toilet **You** can use within **your home**; or c. Causes blocked external drains that are only **your** responsibility and within the boundary of the **home**, where this can be resolved by jetting or rodding.	1. The replacement of water tanks, cylinders, central heating radiators, toilets, taps and external pipes. 2. Cracked sanitaryware, including, for example, cisterns, toilet bowls, sinks and baths. 3. Blocked toilets and/or drains where this has been caused as a result of misuse or the internal workings of the flush. 4. Saniflo systems or other macerator-based systems. 5. Descaling and any work arising from hard water scale deposits. 6. The repair of domestic and/or leisure equipment that is leaking water, other than from external fixed pipework. 7. Where there is a leak from a shower, bath or sink when in use and there is another way of bathing or washing at the **home**. 8. Where the leak can be contained providing **you** with enough time to arrange a repair privately.

Section 3 - Let Home Emergency Cover (optional)

(This section applies only if shown in the schedule)

SECTION 2 - INTERNAL ELECTRICITY

Emergency repairs following the electricity failure of at least one complete circuit which cannot be resolved by carefully resetting the fusebox and would not be more appropriately resolved by the regional network supplier.

Please note, during claims assessment **you** may be asked to unplug all appliances and reset the circuit to rule out an appliance issue.

1. External lighting including security, **garages** and **outbuildings** and the replacement or adjustment of any light bulbs.
2. Electricity supply to burglar/fire alarm systems, CCTV surveillance, or to swimming pools, the plumbing and filtration systems for swimming pools and any leisure equipment.
3. Renewable energy systems.
4. Where an appliance has caused a circuit to fail or trip.

SECTION 3 - GAS SUPPLY

After the National Gas Emergency Service has visited **your home** and isolated **your** gas supply, **emergency repairs** will be carried out by a Gas Safe **contractor**, who will repair or replace the damaged section of internal gas supply pipe. **Our contractor** will also turn **your** gas supply back on.

1. Repair work to or the cost of replacing lead pipework.
2. The interruption or disconnection of public services to the **home** however caused, or the failure, breakdown or interruption of the mains gas supply system.
3. Any system which is not installed correctly, or which does not conform to any governing Gas Safe regulation or requirements.
4. Any appliance.

SECTION 4 - WATER SUPPLY

Emergency repairs following a complete loss of the water supply to the kitchen or the bathroom where no other water supply is available for bathing.

1. The interruption or disconnection of public services to the **home** however caused, or the failure, breakdown or interruption or the mains water supply system.
2. Where **you** have access to a water supply in another bathroom.
3. Descaling and any work arising from hard water scale deposits.

SECTION 5 - SECURITY

Emergency repairs following damage or failure of the following items which would render the main living area of the **home** insecure and easily accessible to intruders:

a. External lock.

b. External window.

c. External door.

1. Internal locks, window locks, glass, external **garages** or **outbuildings**.
2. Any damage caused by the **contractor** in gaining access to the **home**.
3. Doors subject to swelling.
4. Porch doors where there is another lockable door which prevents access to the main living areas of the **home**.

Section 3 - Let Home Emergency Cover (optional)

(This section applies only if shown in the schedule)

SECTION 6 - ACCESS TO HOME

Emergency repairs following the loss of the only available key to the **home** which cannot be replaced, and normal access cannot be obtained. **Our contractor** will gain access to the **home** and ensure it is left secure.

1. Any damage caused by the **contractor** in gaining access to the **home**.

SECTION 7 - PRIMARY HEATING SYSTEM

Emergency repairs following the complete breakdown of the **primary heating system** which:

a. Results in the complete loss of heating and/or;

b. Results in the complete loss of hot water.

Please note, it is a legal requirement that a Gas Safety check is completed once every 12 months for a tenanted **property**. A copy of the most recent Gas Safety Certificate must be made available prior to attendance or once the **contractor** arrives on site. Failure to produce a valid certificate issued in the past 12 months will result in **your** claim being withdrawn and **you** will be responsible for any costs incurred.

1. Boilers that are over 15 years old or over 238,000 btu net input (70 Kilowatt).
2. Lighting of boilers, the correct operation, routine adjustment of time, temperature controls or the replacement of batteries.
3. Any form of renewable energy systems.
4. Powerflushing or descaling.
5. The replacement of water tanks, cylinders and central heating radiators.
6. Where there is another hot water source available for bathing, including, for example, an immersion heater or electric shower.
7. Intermittent faults where this cannot be identified at the time of the **contractor**'s attendance.
8. Lack of maintenance or neglect by **you** (**you** may be asked to reserve funds if **your** boiler has not been serviced in line with the manufacturer's instructions).
9. Where a boiler can be operated manually to resolve the loss of hot water and/or heating.

SECTION 8 - PESTS

Emergency repairs following an infestation as a result of the following Pests in and/or attached to the **home** and there is clear evidence of the infestation.

a. Wasps' nests.

b. Hornets' nests.

c. Mice.

d. Rats.

e. Cockroaches.

Repeat claims where **you** have failed to follow previous guidance from **us** or the **contractor** to prevent continued or further infestation.

Pest infestations where **you** have not taken reasonable hygiene measures to prevent contamination.

The removal of bees and bee hives. Bees are not seen as pests and therefore cannot be treated in the same way as hornets or wasps. If **you** have a swarm, or bees in the structure of **your home**, **you** should contact the British Beekeepers Association for guidance: www.bbka.org.uk.

Section 3 - Let Home Emergency Cover (optional)

(This section applies only if shown in the schedule)

SECTION 9 - ROOFING

Emergency repairs following missing, broken or loose tiles causing internal water damage.

We will ask a **contractor** to attend when it is safe for them to do so. They will complete a temporary repair to stop the immediate damage, but requests for permanent repairs should be made to **your** building & **contents** insurance provider.

1. Damage to flat roofs over 10 years old.
2. Damages where the roof has not been satisfactorily maintained.
3. Costs that should be shared proportionately across all responsible parties.
4. Any access costs, including, for example, scaffolding and articulated lifts.

SECTION 10 - OVERNIGHT ACCOMMODATION

Overnight accommodation only where it has not been possible to resolve the emergency following an accepted claim for **Emergency Repairs** by a **contractor** under another section of the policy and the **home** is rendered uninhabitable in the opinion of the Claims Helpline Service.

1. The cost of any food and drink **you** have purchased.
2. The cost of any parking incurred.
3. The cost of travel.
4. The cost of entertainment.

SECTION 11 - ALTERNATIVE HEATING

We shall pay up to £50 towards the cost of alternative heating sources where these are deemed necessary in the event a claim has occurred under Section 7. Payment is subject to an original receipt and the **primary heating system** not being reinstated.

SECTION 12 - BOILER REPLACEMENT CONTRIBUTION

We shall contribute up to £500 towards the cost of a brand-new like for like replacement upon production of an original receipt for payment. This section will not be operative unless **we** or the **contractor** declare the boiler to be **uneconomical** to repair, following an accepted claim under Section 7.

Section 3 - Let Home Emergency Cover (optional)

(This section applies only if shown in the schedule)

GENERAL EXCLUSIONS

We shall not be liable for costs arising from or in connection with:

1. Circumstances known to **you** prior to the date this insurance began.
2. Any system and/or equipment, including boilers and facilities, which have not been properly installed or maintained in accordance with the manufacturer's instructions.
3. Any claims arising from or relating to appliances.
4. Any system, which has been incorrectly used or modified, or has been tampered with.
5. General wear and tear.
6. Failure or damage caused by faulty or defective design of pipework, including, for example, delamination found in pitch fibre pipe construction.
7. Any claim where an engineer has previously identified that remedial or maintenance work is required to prevent a future breakdown and the recommend work has not been completed.
8. Any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
9. Replacement or adjustment to any decorative or cosmetic part of any equipment.
10. **Garages**, **out-buildings**, leisure equipment, cesspits, septic tanks, swimming pools or fuel tanks unless appropriately covered under the Pests section of this policy.
11. Wilful act or omission, lack of maintenance or neglect by **you**.
12. Claims in the 7 days immediately following **your** first occupation of the **home** or claims in the 7 days immediately following **your** reoccupation of the **home** where the **home** has been left **unoccupied** for 30 consecutive days or more.
13. Materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.
14. Any other costs or damage that are directly or indirectly caused by the event that led **you** to **your** claim, unless specifically stated in the policy.
15. Claims arising within the first 14 days from the date this insurance began unless **you** held equivalent insurance immediately prior to the date this policy began.
16. Claims under Section 12 arising within the first 60 days from the date this insurance began unless **you** held equivalent insurance immediately prior to the date this policy began.
17. Any costs that would be more appropriately recovered under any other insurance.
18. Circumstances which are not sudden or unforeseen.
19. Circumstances where **we** have gone beyond **your** insurance policy's claim limit or policy cover.
20. Claims where **our contractor** has advised there is no **emergency repair** available.
21. Any direct or indirect liability, loss or damage caused:

a) to equipment because it fails correctly to recognise **data** representing a date in a way that it does not work properly or at all; or

b) by **computer viruses**.

22. Any claim or expense of any kind caused directly or indirectly by:

a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or

b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

23. Any loss or damage caused by any sort of war, invasion or revolution.
24. Any loss or damage caused by pressure waves caused by aircraft or other flying objects

moving at or above the speed of sound.

25. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **terrorism.**

26. Any loss or damage from the use or operation, as a means for inflicting harm, of any computer, **computer system**, computer software programme malicious code, **Computer Virus** or process or any other electronic system.

GENERAL CONDITIONS

Giving us all the important information

When **your** application for this insurance is accepted, the **insurer** will rely on the information **you** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **you** take out, or make changes to, **your** policy. If the information provided by **you** is not complete and accurate, the extent of cover may be affected and:

- the **insurer** might cancel **your** policy and refuse to pay any claim; or
- the claim might not be paid in full

We will write to **you** if the insurer:

- intends to cancel **your** policy; or
- needs to amend the terms of **your** policy; or requires **you** to pay more for **your** insurance.

If **you** become aware that information **you** have given is incomplete or inaccurate, **you** must inform **us**.

Claims

Telephone conversations may be recorded in case **you** (or **we**) need a record of what has been said.

When asking for help, **you** must contact the Claims Helpline Service. If **you** contact the **contractor**s directly, the work will not be covered.

You are responsible for making sure that any **Contractor** has access to **your home**, so that they can carry out the **emergency repairs**. **You** are responsible for making any necessary arrangements with **Tenants** living at the **property**.

There might be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **our** control. If this happens, **we** will make sure that **your home** is safe and, if needed, the **contractor** will provide **you** with a quotation for a suitable repair.

Please note that if **you** should use the services of a **contractor** before **you** make contact with the Claims Helpline Service, **you** will be responsible for any costs.

If there is a major emergency which could result in serious damage or serious injury, **you** must contact the supply company and/or the public emergency services immediately. Gas leaks must be reported to the local gas company immediately.

Keeping the terms & conditions

You must comply with the terms and conditions of this insurance or **we** won't have to pay any claim.

Recovery of Costs

We may take proceedings (which **we** will pay for) in **your** name to recover any sums paid under this insurance.

Fraudulent or Exaggerated Claims

If any claim made by **you**, or anyone acting on **your** behalf, under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

Not pay **your** claim; and

Recover (from **you**) any payments **we** have already made in respect of that claim; and

Cancel **your** insurance from the time of the fraudulent act; and Inform the police of the fraudulent act.

Section 3 - Let Home Emergency Cover (optional)

(This section applies only if shown in the schedule)

If **we** cancel **your** insurance from the time of the fraudulent act, **we** will not pay any claim for any **incident** which happens after that time and may not return any of the insurance premium(s) already paid.

Sanctions

The insurer will not provide cover and/or be liable to pay any claim or provide any benefit under this insurance if doing so would expose them to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

AMTRUST SPECIALTY LIMITED AND ARC LEGAL ASSISTANCE PRIVACY AND DATA PROTECTION NOTICE

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

Data Protection

We will keep **your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust's website at https://amtrustinternational.com/dpn or Arc's website at www.arclegal.co.uk

What we do with your personal information

We might need to use the information **We** have about **You** for different reasons.

For example, **We** might need it:

· to run through **Our** computerised system to decide if **We** can offer **You** this insurance.

· to help **You** if **You** have any queries or want to make a claim.

· to provide **You** with information, products or services if **You** ask **Us** to.

· for research or statistics.

We will need it:

· to provide this insurance.

· to contact **You** to ask if **You** want to renew it.

· to protect both **You** and **Us** against fraud and money laundering.

· to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask us to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are somethings **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local **data** protection authority.

Section 3 - Let Home Emergency Cover (optional)

(This section applies only if shown in the schedule)

We will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Notices

Any letter or notice concerning this insurance will be considered properly issued if it is sent to the last known address of the person intended to receive it.

Take Care

You must take care to maintain the **home** and its equipment in good order and take all necessary precautions to prevent loss, damage or unnecessary costs.

Where a **temporary solution** or repair has been carried out, it will be **your** responsibility to carry out repairs or work to permanently resolve the cause of the emergency. If **you** don't carry out the permanent repair, **we** will not appoint a **contractor** to carry out any more **emergency repairs**.

Cancellation

You may cancel this insurance at any time by writing to Uinsure, Customer Services, PO Box 1189, Doncaster, DN1 9RP or emailing customers@uinsure.co.uk, providing fourteen days notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **you** have not already made a valid claim under this insurance and do not intend to make a claim under this insurance. If **you** cancel this insurance after the first 14 days, **you** will not receive a refund for this section.

The Insurer's right to cancel:

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

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

a. Where **we** have a reasonable suspicion of fraud

b. **You** use threatening or abusive behaviour or language or intimidation or bullying of our staff or suppliers

c. Where it is found that **you**, deliberately or recklessly, disclosed false information or failed to disclose important information.

Claims Helpline Service

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

Emergency Claims Helpline Number: **0330 912 9961.**

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

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

Law

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

Section 3 - Let Home Emergency Cover (optional)

(This section applies only if shown in the schedule)

IF YOUR COMPLAINT IS ABOUT THE ADMINISTRATION OF YOUR POLICY OR A CLAIM

Please contact **us**:

Write to us: Arc Legal Assistance Limited
PO Box 8921
Colchester
CO4 5YD

Email us at: customerservice@arclegal.co.uk

Call us on: 01206 615000

Please ensure **you** have **your** policy number whenever **you** contact us. We will contact **you** within three days of receiving **your** complaint to let **you** know what action **we** are taking. We will try to resolve the problem and provide a response within four weeks. If it will take longer than four weeks, **we** will explain the current position and let **you** know when **you** can expect a response.

If **you** are unhappy with the response to **your** complaint, or **you** have not received a response within 8 weeks of the date **your** complaint was received, **you** may be eligible to refer **your** case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but **you** must do so within 6 months of receiving a final response from, or on behalf of, the insurer. Further information can be found at:

www.finanical-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when the insurer has not been able to resolve matters to **your** satisfaction and the service they provide is free and impartial. Their contact details are as follows :

The Financial Ombudsman Service,

Exchange Tower,

London,

E14 9SR.

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landlines) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers).

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

This complaints procedure does not affect **your** legal rights.

Compensation

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

Authorisation

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

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Section 4 - Landlord Legal Protection & Rent Protection (optional)

(This section applies only if shown in the schedule)

This policy gives **you** access to legal advice, and funding for legal representation and costs associated with court proceedings.

It can help cover the financial costs if **you** bring or defend a legal action, and pays rent owed to **you** if a **tenant** defaults on their rent payments.

You also benefit from access to telephone helpline services for legal and tax advice.

WHAT YOU NEED TO KNOW ABOUT YOUR LANDLORD LEGAL EXPENSES AND RENT PROTECTION POLICY

Arc Legal Assistance Limited manages this policy on behalf of the **insurer**.

Your contract for this landlord legal expenses and rent protection insurance policy is with the **insurer**.

We agree to provide cover in line with the terms, conditions and exclusions set out in this policy. **We** will pay legal **costs** and **rent**, up to the **claim limit** for each Section of Cover, if:

- an **insured event** starts during the **period of cover** and within the **territoral limits**
- the **insured event** leads to legal action that takes place within the **territorial limits**
- **you** have paid or agree to pay the premium for the **period of cover**
- **your** claim always has **reasonable prospects of success** and
- **you** reside in the UK.

Please take time to read this policy and make sure that the cover meets **your** needs.

If there is anything that is not clear, please contact the company that arranged this policy for **you**.

HELPLINE SERVICES

Legal Helpline - 24 hpours a day, 7 days a week

You can use this helpline during the period of cover to discuss any legal or taxation problem you might have under the laws of the United Kingdom, Channel Islands and Isle of Man.

This includes areas of law not covered by this policy.

We may record and monitor calls.

Please call **0330 912 8861**

HOW TO MAKE A LANDLORD LEGAL EXPENSES AND RENT PROTECTION CLAIM

As soon as **you** become aware of an **incident** or circumstances which might lead to a claim under this policy, **you** must call the Legal Helpline on 0330 912 8861 and quote "**Uinsure**" – Landlord's Protection.

A delay in telling **us** about an **incident** may have a negative impact on **our** ability to help **you**. This may include the potential of **your** claim being refused.

The Legal Helpline will provide legal advice and guidance and if required, ask **you** to provide claim details by visiting https://claims.arclegal.co.uk. Alternatively, they can send **you** a claim form.

We will arrange an assessment of the claim to check it has **reasonable prospects of success** and meets all other policy terms and conditions.

If **we** accept the claim, **we** will appoint an **adviser** to deal with it.

If the **incident** is not covered by this policy, the Legal Helpline can continue to give **you** telephone-based advice.

RENT PROTECTION CLAIMS

Rent Protection claims are conditional upon **you** pursuing a valid claim for **tenant** eviction under the **Tenant**, Mediation and Eviction section of cover.

Claims must be submitted to **us** at **your** own expense, with all supporting documentation, within 60 days of the **rent** being overdue.

All claims reported are subject to a **claim excess** equal to the amount of one month's rent.

Claims reported between 31 and 60 days of the **rent** being overdue are also subject to a late reporting **excess** equal to the amount of one month's rent.

Any claim reported to **us** after 60 days of the **rent** being overdue are not covered and will be declined.

Section 4 - Landlord Legal Protection & Rent Protection (optional)

(This section applies only if shown in the schedule)

Where the following words appear in **bold** in this policy, they have these special meanings

DEFINITIONS	
Adviser	The lawyer or law firm, mediator, accountant, or other qualified professional adviser **we** appoint to act for **you**.
Claim Limit	The most **we** will pay for each **insured event**. This includes VAT. Each Section of Cover shows the **claim limit** that applies. For the purposes of the **claim limit**: All causes, actions, incidents or events that are related by cause or time will create a single **insured event**.
Conflict of Interest	A situation when **you** have a dispute with a person who: • also has legal expenses insurance with **us**, and • started their claim with **us** before **you** did
Deposit	A Monetary Deposit: The sum of money collected from the **tenant** in cash or cleared funds and held in accordance with the Housing Act 2004 in respect of a **tenancy agreement** to which it applies. Or A Deposit Indemnity: any arrangement **you** have entered into for a deposit indemnity for losses **you** incur and that arise from the **tenant** failing to perform their obligations as set out in the **tenancy agreement**.
Excess	**Claim Excess**: The first amount that **you** have to pay (or **we** may deduct from any payment made to **you**), towards any claim resulting from the same **insured event**. **Late Reporting Excess**: The first amount **you** have to pay (or **we** may deduct from any payments made to **you**), towards any claim reported between 31 and 60 days after the **insured event**.
Guarantor	A person or organisation responsible for discharging the **tenant**'s obligations under the **tenancy agreement** if the **tenant** fails to do so.
Insured event	The **incident** (or the start of of a transaction, or series of incidents), which might lead to a claim (or claims) being made under the terms of this policy.
Inventory	A full and detailed check-list of the **property** and **your contents** within the **property**, noting their condition.
Insurer	AmTrust Speciality Limited
Legal Costs	These are: • adviser's fees up to £130 an hour plus VAT • expenses incurred by the adviser (for example, expert report fees, barristers' fees. These are sometimes called 'disbursements'). • adverse costs (these are the other side's legal costs which a court or other authority says that **you** have to pay

Section 4 - Landlord Legal Protection & Rent Protection (optional)

(This section applies only if shown in the schedule)

DEFINITIONS	
Mediation	All forms of alternative dispute resolution which are not legally binding. For example: negotiation, conciliation
Period of cover	The same period of time covered by the insurance policy, product or benefit to which this policy attaches.
Property	The residential **property** that is covered under the insurance policy to which this policy attaches and named in the **tenancy agreement**.
Reasonable prospects of success	There is a 51% or greater chance of winning the legal action and getting a positive outcome. A positive outcome is: • obtaining and enforcing any judgement when seeking damages, compensation or an injunction • successfully defending a contract or civil dispute in its entirety • successfully defending a criminal prosecution if **you** plead not guilty • reducing any sentence or fine received in a criminal prosecution if **you** plead guilty • being successful in **your** appeal against a decision. All legal actions are subject to proportionality - **We** can only cover claims if the potential fincancial benefit to **you** is likely to be greater than the **adviser's** fees and expenses involved.
Rent	The lesser of: • the monthly amount payable as set out in the **tenancy agreement** • the monthly rental amount shown in the **schedule**.
Tenancy agreement	An agreement between **you** and the **tenant** in relation to the **property** which is: 1. an assured periodic tenancy in accordance with Part 1 of the Renters' Rights Act 2025, as amended from section 5 of the Housing Act 1988 (as amended) or 2. the Housing (Scotland) Act 1988 or a private residential tenancy (as defined in the Private Housing (Tenancies) (Scotland) Act 2016); or 3. the Private Tenancies (Northern Ireland) Order 2006; or 4. a standard occupation contract under the Renting Homes (Wales) Act 2016 or 5. a Company Residential Tenancy (Company Let) created after 28th February 1997 where the **tenant** is a public limited company (plc) or a limited company (Ltd) and the **property** is let purely for residential purposes of the **tenant**'s employees and their family.
Tenant	The occupier of the **property** named in the **tenancy agreement** as the '**tenant**' and any guarantor. <u>For Company Residential Lets</u> If the named '**tenant**' is a company under a company residential let, the term '**tenant**' includes the company itself and any employee of that company who is authorised by the company, to live at the **property**. If the **tenant** fails to meet their obligations; the **guarantor** becomes responsible for the duties, debts and promises that the **tenant** has not met.

Section 4 - Landlord Legal Protection & Rent Protection (optional)

(This section applies only if shown in the schedule)

DEFINITIONS	
Tenant Reference	A credit check against the **tenant** and any **guarantor**, obtained from a licensed credit refercing company showing: • no County Court Judgements in the past three years and • no outstanding County Court Judgements, together with copies of two forms of identification, one of which must contain a photograph, and • a written employers' reference on company letter headed paper confirming their permanent and current employment and • that their gross monthly salary is at least a multiple of 2.5 of the **rent** and • they have a permanent 'right to reside' in the **territorial limits**. If all of the above are not available or in the case of student **tenants** or **tenants** receiving any income or housing related government benefit, a full **tenant** reference showing a 'pass' on the **tenant** or guarantor must be obtained from one of the approved **tenant** referencing providers listed on the Arc Legal website; **https://claims.arclegal.co.uk/info/approved-tenant-referencing-providers**
Territorial Limits	The United Kingdom
We / Our / Us	Arc Legal Assistance Limited on behalf of the **insurer**.
You / Your	The person(s) or registered company who: • has taken out this policy, and • paid the premium, and • is named in the **tenancy agreement** as the 'Landlord', and • is named as the 'Insured' or 'Policyholder' in the insurance policy, and • is the legally registered owner of the **property** or • has the legal right to let the **property** If **you** die, **we** will cover **your** personal representatives to take legal action on **your** behalf in respect of cases that arose before **your** death.

Section 4 - Landlord Legal Protection & Rent Protection (optional)

(This section applies only if shown in the schedule)

Sections of cover (Landlord Legal Expenses and Rent Protection)

SECTION 1 - TENANT MEDIATION AND EVICTION

What is Covered Claim Limit - £100,000 each claim	**What is NOT Covered**
Legal costs to gain possession of the **property** where a **tenant** is in breach of the **tenancy agreement** by: a. mediation with the **tenant** or if necessary b. bringing a civil case for eviction. Condition Cover is subject to **you** meeting all requirements of points 1 & 2 of the GENERAL TERMS AND CONDITIONS	Claims: 1. relating to the payment or non-payment of service charges as defined within the Landlord and **Tenant** Act 1985 2. if the eviction of the **tenant** is dealt with by a notice issued by the **Home** Office 3. in relation to any occupant of the **property** over the age of 18, other than the **tenant**.

SECTION 2 - RENT ARREARS

What is Covered Claim Limit - £100,000 each claim	**What is NOT Covered**
Legal costs to bring a civil case to collect rent arrears after the **tenant** has been evicted and **you** have vacant possession of the **property**. Condition Cover is subject to **you** meeting all requirements of points 1 & 2 of the GENERAL TERMS AND CONDITION	Claims: 1. if the amount of the dispute is less than £1,000 2. falling within jurisdiction of the First Tier Tribunal or the Upper Tribunal

SECTION 3 - HOTEL EXPENSES

What is Covered Claim Limit - £50 a day, maximum of 30 days each claim	**What is NOT Covered**
Hotel expenses **you** incur while **you** try to get a possession order for the **property** so **you** can live in it. Condition **You** must have nowhere else to stay, and **you** must: a. be pursuing a valid claim for **tenant** eviction under the **Tenant** Mediation and Eviction section of cover b. show **us** evidence of the hotel costs. Cover will end as soon as **you** have possession of the **property**, and it is in a habitable condition.	

Section 4 - Landlord Legal Protection & Rent Protection (optional)

(This section applies only if shown in the schedule)

SECTION 4 - STORAGE COSTS

What is Covered Claim Limit - £30 a day, maximum of 30 days each claim	**What is NOT Covered**
Storage costs **you** incur to store **your** household possessions while unable to occupy the **property**. Conditions **You** must have nowhere else to stay, and **you** must: a. be pursuing a valid claim for **tenant** eviction under the **Tenant** Mediation and Eviction section of cover b. show **us** evidence of the hotel costs. Cover will end as soon as **you** have possession of the **property**.	

SECTION 5 - TENANT DILAPIDATIONS PURSUIT

What is Covered Claim Limit - £100,000 each claim	**What is NOT Covered**
Legal costs to bring a civil case for damages against a former **tenant** for costs incurred to rectify dilapidations (Physical damage, loss or disrepair) to: a. the **property** or **b. your** personal effects. Conditions After the **tenant** has vacated the **property**, **you** must prepare a detailed **Schedule** of Dilapidations. Cover is subject to **you** meeting all requirements of points 1 & 2 of the GENERAL TERMS AND CONDITIONS.	Claims: 1. if the amount in dispute is less than £1,000 after **you** have used the full amount of any **deposit you** hold. 2. if the missing or damaged items were not contained within an **inventory** signed by **you** and by the **tenant** at the start of the policy.

Section 4 - Landlord Legal Protection & Rent Protection (optional)

(This section applies only if shown in the schedule)

SECTION 6 - PROPERTY TRESPASS AND PROPERTY

What is Covered	What is NOT Covered
Claim Limit - £100,000 each claim **Legal costs** to bring a civil case for damages or injunctions against a person or organisation (but not the **tenant**) a. for nuisance or trespass that infringes **your** legal rights in relation to the **property**, or b. that caused physical damage to the **property** or to **your** personal effects.	Claims: 1. for any works done or to be done by or under the order of any government or public or local authority 2. for adverse possession (also called 'squatter's rights') if **you** failed to properly secure the **property** 3. about a contract **you** have entered into 4. that arise from: • planning law • the movement of land, for example: - subsidence - heave - landslip - mining or quarrying.

Section 4 - Landlord Legal Protection & Rent Protection (optional)

(This section applies only if shown in the schedule)

SECTION 7 - CONTRACT DISPUTES

What is Covered Claim Limit - £100,000 each claim	**What is NOT Covered**
Legal costs, to bring or defend a civil case for damages or specific performance, that arise from a breach of contract for buying, selling or renting goods or services relating to the **property**. Condition The contract must have been agreed after **you** bought this policy. This condition will not apply if: **a.** **you** held comparable cover before the contract was agreed, and b. there has been no break in cover since then.	Claims: 1. if the amount in dispute (including VAT) is less than £1,000 2. if the amount in dispute relating to construvting **buildings** or altering their structure is more than £10,000 (including VAT) 3. that result from repair or renovation if the contract value is more than £100,000 (including VAT) 4. that relate to a dispute with: • a **tenant** • any government, public or local authority • any financial services company about the sale or performance of its products and services • any insurance company about either; o the amount, or o the way it settles a claim 5. that result from the sale of the **property** or the purchase of another **property** 6. that relate to any dispute concerning the **deposit**.

Section 4 - Landlord Legal Protection & Rent Protection (optional)

(This section applies only if shown in the schedule)

SECTION 8 - LEGAL DEFENCE

What is Covered Claim Limit - £100,000 each claim	**What is NOT Covered**
Legal costs to defend or represent you if any of these events arise from your obligations as a Landlord: • before you have been charged, interviews with anyone who has the power to prosecute, for example, the Police or Health and Safety Executive • a criminal prosecution against you in court • in a civil case against you under laws for unlawful discrimination	Claims: 1. that invlove an allegation of violence dishonesty 2. if injury has occurred.

SECTION 9 - TAX DISPUTES

What is Covered Claim Limit - £100,000 each claim	**What is NOT Covered**
Legal costs if **you** are subject to an HMRC enquiry into **your**; a. personal income tax position, or b. corporate income tax position, in connection to the **property**. <u>Conditions</u> This cover applies only if **you** have: a. maintained proper, complete, truthful and up to date records, and b. made all returns at the due time without having to pay any penalty	Claims: 1. adverse costs (these are HMRC's legal costs which a court or other authority says that **you** have to pay) 2. **legal costs** for any change to the tax return after it is first submitted to HMRC 3. enquiries into any business, any enterprise or any other venture gain This exclusion does not apply in respect of tax returns solely in connection with the **property** 4. alleged fraudulent evasion of tax and any case dealt with by Special Civil Investigations Office, Boards, Investigation Unit of any other special office of HMRC.

Section 4 - Landlord Legal Protection & Rent Protection (optional)

(This section applies only if shown in the schedule)

SECTION 10 - IDENTITY FRAUD

What is Covered Claim Limit - £100,000 each claim	**What is NOT Covered**
Legal costs to defend **your** legal rights relating to the **property** if **your** personal information has been used without **your** permission, and that results in a crime. **We** will: a. take steps to remove County Court Judgements b. deal with organisations that have; • received an application in **your** name for credit, goods or services • asked **you** for payment as a result of the identity fraud c. tell all relevant organisations that **you** have been the victim of identity fraud, for example, credit referencing agencies.	Claims: 1. if **you** didn't take actions to protect yourself from further identity fraud following a previous identity fraud claim 2. if the identity fraud has been carried out by someone who is living or has lived with **you** 3. for any financial loss or other benefit obtained as a result of identity fraud.

SECTION 11 - WITNESS ATTENDANCE

What is Covered Claim Limit - £1,000 each claim	**What is NOT Covered**
Loss of earnings if **you** are absent from work to attend any proceedings at the request of the **adviser**. <u>Condition</u> **We** will need to see evidence of the loss of earnings.	Loss of earnings for: 1. any sum that **you** can recover from the court, tribunal or **your** employer 2. taking part in **mediation**.

Section 4 - Landlord Legal Protection & Rent Protection (optional)

(This section applies only if shown in the schedule)

SECTION 12 - RENT PROTECTION

What is Covered Claim Limit - Up to a maximum of £2,500 a month	**What is NOT Covered**
Part A **Rent** arrears during the **period of cover** until **you** regain vacant possession of the **property** while **you** are pursuing a valid claim for **tenant** eviction under the **Tenant** Mediation and Eviction section of cover. Conditions Claims under this section are only covered if: **a.** **you** have met all requirements under CLAIMS TERMS, CONDITIONS and PROCEDURES b. the amount owed in rent arrears is more than the amount of the remaining deposit after any repair costs are deducted **c.** **you** report to **us** all offers to settle rent arrears **You** must also accept the outcome and **our** decision regarding any reasonable **settlement** offers. If **you** do not, **we** can withdraw all cover with immediate effect and not make any further payments.	Claims: 1. if the rent is not 30 days in arrears from the due date as set out in the **tenancy agreement** 2. reported after 60 days from the due date as set out in the **tenancy agreement**. **3.** **We** will not pay Interest on **rent** arrears or any deferred payments 4. Any **excess**
Part B When **you** have regained vacant possession and if the **property** needs repairs to allow it to be re-let, **we** will pay up to 50% of the **rent** during the **period of cover** for: • three (3) months, or • until the **property** is re-let, whichever happens sooner.	If **you** do not accept **our** decision regarding any reasonable **settlement** offers under **Rent** Protection 'Part A' section of cover.

Section 4 - Landlord Legal Protection & Rent Protection (optional)

(This section applies only if shown in the schedule)

CONDITIONS

Housing Benefit

If the **tenant** applies for Housing Benefit or Universal Credit, **we** will not make a rent claim payment until the outcome of the application is known.

If the application is rejected, **we** will pay **your** rent claim payment and backdate it to the date that **you** could first claim.

You must provide **us** proof of the outcome of the Housing Benefit or Universal Credit application before **we** can pay **your** rent protection claim.

PAYMENTS PROCESS

We pay **rent** arrears claim payments 1/30th of the **rent** for each day **you** are owed, as follows:

Interim Monthly Payments

We pay monthly in arrears after deduction of any **excess**.

We will give **you** a **Rent** Statement showing for example: what **you** are owed, and what **we** have paid.

We will send **you** a 'continuation claim form' monthly, for **you** to complete and return for any further payments.

Final Payment

Once **you** have gained vacant possession, **we** will provide an updated Rent Statement showing:

- the total of rent due
- less any **excess**
- less any remaining **deposit** amount
- less any amounts already paid to **you** (from either the **tenant** or interim monthly payments) to reach the final **settlement** figure.

If there are any dilapidations (repairs) required to the **property**, **we** will pay back up to any remaining **deposit** amount less any **excess**. **We** will need to see evidence of the cost of repairs.

If, after deduction of any **excess**, the final **settlement** figure is less than the amount of the **deposit**, **you** must pay **us** back the difference.

Recoveries

We will keep any money **we** recover from the **tenant** or **guarantor** to reimburse **us** for rent payments made to **you**.

Section 4 - Landlord Legal Protection & Rent Protection (optional)

(This section applies only if shown in the schedule)

GENERAL TERMS AND CONDITIONS (LANDLORD LEGAL EXPENSES AND RENT PROTECTION)

The following terms and conditions apply to all Sections of Cover of this policy unless stated otherwise. **You** must comply with them for this policy to remain in full force and effect.

1. Residency

For this policy to be valid, **you** must be located within the **United Kingdom**, Channel Islands or Isle of Man.

2. There is no cover if:

a. the **insured event** occurs within the first 90 days of the **period of cover**, if the **tenancy agreement** started before the **period of cover**

This condition does not apply if:

- **you** held comparable cover before the start of the **tenancy agreement** and
- there has been no break in cover.

b. **you** do not comply with all laws and regulations relating to renting out the **property**

c. **you** cannot provide proof that **you** completed a **tenant reference** before the start of the **tenancy agreement**, or if the **tenancy agreement** started more than 31 days after the **tenant reference**

d. **you** do not perform **your** obligations under the terms of the **tenancy agreement**

e. the **property** is not solely residential

f. the **tenant** or **guarantor** is under 18 years of age

g. **you** have allowed the **tenant** into possession of the **property** before:

- a **tenant reference** has been obtained
- the **tenancy agreement** has been signed by all parties
- an **inventory** has been signed by all parties
- the **deposit** has been received or **secured**. This must be equal to or more than one month's **rent**
- **you** have not kept up-to-date rental records or have allowed the **tenancy agreement** to be transferred to any other individual or organisation unless all other terms of this insurance have been met

h. **you** do not have the correct type of mortgage or permission from **your** lender to let the **property**

i. **you** gave any false or misleading information when **you** applied for a **tenant reference**

j. **tenant** reference was subject to a **guarantor** and

- the **guarantor** was not correctly assigned to the **tenancy**, or
- there is no legally binding deed of guarantee in place.

These conditions (No.2) do not apply to the Sections of Cover:

- '**Property** Trespass and **Property** Damage', and 'Contract Disputes'

3. Disclosures

Part A - Private Individuals

You must give us the information we ask for

We rely on the information **you** have provided to the company that arranged this policy for **you**. **You** must take care to give full and accurate answers to any questions they ask. This applies when **you** buy a policy or make changes to it. If **you** don't give them full and accurate answers, this can affect **your** cover and **we** can:

- cancel the policy and refuse to pay any claim, or

- not pay a claim in full.

We will write to **you** if **we**:

- plan to cancel the policy, or
- need to change the policy terms, or
- need **you** to pay more for the policy.

If **you** realise that **you** have given answers that are not full or accurate, **you** must tell **us**.

Part B - If the policy is for a partnership, a sole trader, a limited company or other legal person:

The information we need to know

We need to understand the risk that **we** are going to insure. By law the person buying the policy has to do what they can to help **us** assess that risk. They need to do this before the policy starts, at each renewal and when they make any changes. This means they must:

a. tell **us** all material facts which they know or should know.

b. tell **us** in a way that is clear and easy to understand.

c. be honest and make sure that what they tell **us** is correct.

A 'material fact' is information that would help **us** decide:

- whether to offer the policy or not and, if so,
- the terms of that policy.

This means:

a. if the policy is for a person - for example a sole trader or individual partner - **we** need to know:

- what they know and what anybody who arranges this policy knows.
- what a reasonable search of the information available to **them** should show.

b. if the policy is not for a person but an organisation, for example, a limited company or partnership, **we** need to know:

- what senior managers know. These are the people who have a significant role in making decisions about running the organisation or how it is set up.
- what anybody who is responsible for buying this policy knows.
- what a reasonable search of the available iinformation should show. This may be within the organisation (for example with subsidiaries, affiliates, the broker or anyone else the policy will cover). A reasonable search could include making enquiries, but other methods may also be reasonable.

Whoever the policy is for, for example subsidiaries, affiliates (or anyone else), the enquiries must include them. If the enquiries do not include them, **we** need to know this.

Important Information

If **we** do not have all the material facts before the policy starts or when there is a change to the policy, there are a number of possible outcomes. These depend on why **we** don't have all those facts. If the reason the person buying the policy didn't give **us** the material facts:

- was deliberate or reckless,

- **we** can cancel the policy. **We** do not have to pay any claims, and **we** can keep all the premiums **we** have received

- was not deliberate and not reckless, but if **we** had known the material facts, **we** would not have accepted the policy on any terms,

- **we** can cancel the policy and do not have to pay any claims, but in that case, **we** will refund the premium.

- was not deliberate and not reckless, but if **we** had was not deliberate and not reckless

- **we** can add those different terms with effect from the start date (or the date of the change to the policy).

- was not deliberate and not reckless, but if **we** had known the material facts, the premium would be higher,

- **we** will pay any claim as a proportion of the premium that **we** charged compared to the higher premium that **we** would have charged.

For example: **we** didn't know all the material facts and charged a premium of £20. If **we** had known all the material facts, the premium would have been £40. So, the premium is half what it should be. This means that for any claim that **we** receive, **we** will work out what to pay and then pay half. So, if **we** received a valid claim for £200, **we** would pay half of that, which is £100.

4. Fraud

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

a. will not have to pay the fraudulent claim

b. can recover any sums from **you** which **we** have paid to **you** or the adviser

c. can cancel this policy with effect from the date of the fraudulent act and keep all premiums paid

d. will no longer be liable to **you** in any regard after the fraudulent act.

5. Cancellation

Your right to cancel

You can cancel this cover at any time by giving 14 days' notice to the company that arranged this policy for **you**.

If **you** cancel within 14 days of:

- buying this policy, or
- receiving the policy documents (if this happens later),

we will refund the premium in full provided **you** have not made a claim, and do not intend to make a claim.

If **you** cancel after the first 14 days, **we** will refund the premium for what is left of the period of cover provided **you** have not made a claim, and do not intend to make, a claim.

Our right to cancel

We will only do this in exceptional circumstances, for example:

a. **We** reasonably suspect fraud

b. **You** use threatening or abusive behaviour or language or try to intimidate or bully of **our** staff or suppliers

c. **We** find that **you**, deliberately or recklessly, gave **us** false information or did not tell **us** important information.

We will give **you** 14 days' notice in writing. **We** will send the notice to the latest address **we** have for **you**. If **you** have not made, and do not intend to make a claim under this policy, **we** will refund any premium **you** have paid for what is left of the period of cover.

Insolvency, liquidation or bankruptcy

You must tell **us** if **you**:

- become insolvent, go into liquidation, administration, receivership or bankruptcy, or
- enter into a voluntary or deed arrangement, or
- if legal proceedings start for any of these situations.

We will cancel the policy straight away because **you** will no longer have control to make decisions about **your** finances.

If **you** have an ongoing claim, **you** no longer have control to make decisions about the claim. **We** will pay the claim up until the date **we** cancel the policy, but the claim will end on that date.

If **you** have not made a claim, **we** will refund any premium **you** have paid for what is left of

the period of cover.

6. English Law and Language

If there is a dispute about or in connection with this policy:

- the laws of England and Wales will apply to the dispute.
- only the courts of England can decide the outcome of the dispute.

All contract terms and communication will be in English.

7. Contracts (Rights of Third Parties) Act 1999

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

8. Change in Law

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

9. Acts of Parliament

If **we** refer to any:

- law or regulation,
- statutory or regulatory authority, or
- competent judicial or quasi-judicial body

this will include its equivalent in the rest of the territorial limits, and any law, regulation, authority or body that supersedes it.

NOTICES

Privacy and Data Protection Notice – (Landlord Legal Expenses and Rent Protection)

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

Data Protection

We are committed to protecting and respecting **your** privacy in accordance with the current data protection legislation. Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit https://www.arclegal.co.uk/privacy-policy/ or AmTrust's website at https://amtrustinternational.com/dpn

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

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

Sensitive Personal Data

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

Section 4 - Landlord Legal Protection & Rent Protection (optional)

(This section applies only if shown in the schedule)

Disclosure of Your Personal Data

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

Your Rights

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

Retention

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

If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, please see websites for full address details.

HOW TO MAKE A COMPLAINT (LANDLORD LEGAL EXPENSES AND RENT PROTECTION)

Our aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right promptly.

If **you** are unhappy with the service that has been provided, **you** should contact **us**:

Arc Legal Assistance Ltd

PO Box 8921

Colchester

CO4 5YD

Phone No: 01206 615000

Email: customerservice@arclegal.co.uk

We will confirm within five working days, that **we** have received the complaint.

Within four weeks **you** will receive either a final response or an explanation of why the complaint has not been resolved and an indication of when **you** will receive a final response. Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay and an indication of when **you** will receive a final response.

You may be able to take the complaint to the Financial Ombudsman Service (FOS), if **you**:

- are not happy with the final response to **your** complaint, or
- have not received a response within eight weeks of the date **you** made the complaint, but **you** must do this within six months.

The FOS contact details are:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Phone No: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers). Email: complaint.info@financial-ombudsman.org.uk

Section 4 - Landlord Legal Protection & Rent Guarantee (optional)

(This section applies only if shown in the **schedule**)

Financial Services Compensation Scheme (FSCS)

The insurer is covered by the FSCS. **You** may be able to get compensation from the FSCS if the insurer goes out of business and can't meet its commitments under this contract, This might, for example, be a claim that it cannot pay, or a refund it owes **you**. **You** can get more details from:

Financial Services Compensation Scheme

PO Box 300

Mitcheldean

GL17 1DY

Phone No: 0800 678 1100 (calls are free) or 020 7741 4100

Website: www.fscs.org.uk

THE INSURER AND THE ADMINISTRATOR

AmTrust Specialty Limited is the insurer of this policy. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Its financial services reference number is 202189.

Registered in England & Wales under company number 01229676.

Its registered office is at:

Exchequer Court

33 St Mary Axe

London

EC3A 8AA

United Kingdom

Arc Legal Assistance Limited arranges and is the administrator of this policy. It is authorised and regulated by the Financial Conduct Authority. Its financial services reference number is 305958.

Registered in England & Wales under company number 04672894.

Its registered office is at:

The Gatehouse

Lodge Park

Lodge Lane

Colchester

Essex

CO4 5NE

To check these details on the Financial Services Register, visit the website www.fca.org.uk/register or call the Financial Conduct Authority on 0800 111 6768.

Other things **you** need to know

MONEY

Privacy Notice

ABOUT THIS NOTICE

This privacy notice explains how Uinsure Limited and Uinsure Commercial Limited (together, "Uinsure", "we", "us", "our") collect, use, share, and protect your personal information when you obtain a quote, purchase an insurance policy, make a claim, or otherwise interact with us.

Uinsure is a UK-based insurance intermediary. We design and manage insurance products that are underwritten by insurers on our panel. When you take out a policy through us, your insurance is arranged and administered by Uinsure, with the underlying risk carried by one of our panel insurers. We are data controllers for the personal information we collect and process in the course of arranging and administering your insurance. Generally, Uinsure Limited is the data controller for personal lines insurance products and Uinsure Commercial Limited is the data controller for commercial insurance and non-standard home insurance products.

We process your personal information in accordance with UK data protection law, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 (DPA 2018).

Uinsure Limited is registered in England and Wales (No. 06046870) and is authorised and regulated by the Financial Conduct Authority (No. 463689). ICO registration number: Z981049X.

Uinsure Commercial Limited is registered in England and Wales (No. 12116064) and is authorised and regulated by the Financial Conduct Authority (No. 913081). ICO registration number: ZA676941.

Data protection contact: dataprotection@uinsure.co.uk Postal address: Uinsure Limited, PO Box 5524, Manchester, M61 0QR

1. WHAT PERSONAL INFORMATION DO WE COLLECT?

The information we collect depends on the type of insurance product you are seeking and whether you proceed to purchase a policy. We typically collect the following:

Identity and contact information: your name, date of birth, email address, postal address, and telephone number; details of any other persons included on your policy.

Policy information: details about your property (including address, construction type, security features, and rebuild value), previous insurance policies, claims history, and any other information relevant to assessing the insurance risk.

Financial information: bank details, payment card details, and information obtained from credit reference checks.

Introducer-supplied data: where you come to us through your bank, building society, or affinity partner, they may provide us with additional information beyond what is required for the insurance application. This may include details about your mortgage (such as mortgage type or deposit source), your financial circumstances, or a score or indicator reflecting your relationship with the introducing partner (such as a customer loyalty or profile score). This information may be used, alongside other factors, to assess risk and determine the price of your insurance - see Section 3. We use introducer-supplied data only where it is relevant and proportionate to the insurance risk being assessed.

Claims information: details relevant to any claim you make or your involvement in a matter giving rise to a claim, including supporting documents and third-party reports.

Special category data: in certain

circumstances, we may process information about your health or criminal convictions. We only process this data where permitted by law - see Section 4 for the specific legal grounds we rely on.

Communications and preferences: records of your communications with us (including telephone calls, which may be recorded for training and quality purposes, emails, and live chat transcripts), your marketing preferences, and any feedback you provide.

Why we need this information. We need the personal information described above in order to arrange your insurance. Where information is required to obtain a quote, place cover, or administer your policy, failure to provide it may mean that we are unable to arrange insurance for you or that insurers are unable to offer you a quotation. We will tell you at the point of collection which information is required and which is optional.

2. HOW DO WE COLLECT YOUR PERSONAL INFORMATION?

From your financial adviser, broker, bank, building society, or affinity partner. If you have received a quote or purchased a policy through your bank, building society, or affinity partner (such as a retail or membership organisation offering insurance through their brand), they may provide us with your personal information on your behalf. This may include information you provided to them as part of a related transaction (such as a mortgage application) as well as information the introducer holds about you from their own relationship with you, such as a customer score or indicator.

Directly from you. When you contact us by telephone, email, through our website, or through an online form; when you obtain a quote or purchase a policy; when you make a claim; or when you complete a survey or provide feedback.

From third parties. Including credit reference agencies; fraud prevention agencies and databases available to the insurance industry; other insurers (for claims history verification via the Claims and Underwriting Exchange and similar databases); publicly available sources; and any person you have authorised to provide information to us.

From our insurer panel members. Insurers on our panel may share information with us in connection with the administration of your policy or the handling of a claim.

From cookies and similar technologies. We use cookies on our website to improve your experience and to collect analytics data. Non-essential cookies are only placed with your consent. For full details of the cookies we use, including how to manage your preferences, please see our Cookie Policy - https://uinsure.co.uk/home/legal/cookie-policy/.

3. HOW DO WE USE YOUR PERSONAL INFORMATION?

We use your personal information to:

- Assess your application or renewal for an insurance quote.
- Use information provided by your bank, building society, or introducing partner - including any supplementary data or customer score they supply - as a factor in assessing risk and determining the price of your insurance, alongside the information you provide directly.
- Submit your details to our panel of insurers to enable them to provide you with a quote and, if you proceed, to issue and administer a policy.
- Verify the information you provide and confirm your identity.
- Administer and maintain your insurance policy, including processing renewals, mid-term adjustments, and cancellations.
- Handle claims and enquiries on your

behalf.
- Assess your financial standing through credit reference checks.
- Prevent, detect, and investigate fraud.
- Comply with our legal and regulatory obligations, including FCA requirements and anti-money laundering regulations.
- Resolve complaints in accordance with FCA dispute resolution rules.
- Improve our products, services, staff training, and security.
- Maintain insurance records in accordance with our retention schedule.
- Facilitate quality assurance and compliance monitoring, including the recording of telephone calls and AI-assisted analysis of customer interactions.
- Communicate with you about your quote and policy.

4. OUR LEGAL GROUNDS FOR PROCESSING YOUR PERSONAL INFORMATION

Data protection law requires us to have a valid lawful basis before processing your personal information. We rely on the following:

Performance of a contract. We process your personal information where it is necessary to arrange your insurance policy. Uinsure acts as the intermediary arranging the contract of insurance between you and the insurer. Processing is necessary to obtain quotes, place cover, administer your policy, and handle claims.

Legal obligation. We process your personal information where required by law, including FCA record-keeping requirements, anti-money laundering regulations, sanctions screening, and tax reporting obligations.

Legitimate interests. We process your personal information where it is in our legitimate interests to do so and where those interests are not overridden by your rights. Our legitimate interests include:
- Fraud prevention and detection.
- System and network security.
- Service improvement and business analytics.
- Staff training and quality monitoring.

Where we rely on legitimate interests, we carry out an assessment to ensure the processing is proportionate and your rights are protected.

Recognised legitimate interests. Where applicable and where the statutory conditions are met, we may rely on recognised legitimate interests under the Data (Use and Access) Act 2025 for example in relation to information security or the prevention and detection of crime (including insurance fraud). We will apply this basis only and will keep our approach under review in line with ICO guidance.

Consent. Where no other lawful basis applies, we may ask for your consent. You may withdraw consent at any time by contacting us. Withdrawal does not affect the lawfulness of processing carried out before withdrawal.

Special category data and criminal conviction data. Insurance may involve the processing of health information and, in some cases, criminal conviction data. We rely on the following legal grounds:
- Health data in claims and complaints - Article 9(2)(f) UK GDPR (establishment, exercise, or defence of legal claims). For example, where a claim involves personal injury or where health information is relevant to a complaint or dispute.
- Criminal conviction data - Article 10 UK GDPR. Where you apply for a non-standard insurance product, you may be asked to disclose unspent criminal convictions that are relevant to the cover sought. We may also process criminal conviction data where required for FCA

regulatory compliance. This data is processed only to the extent necessary, and only where an appropriate condition under Schedule 1 of the DPA 2018 is met.
- Explicit consent (Article 9(2)(a) UK GDPR) - where no other condition applies, we will ask for your explicit consent before processing special category data.

5. AUTOMATED DECISION-MAKING

Several stages of the insurance process involve automated (computer-based) processing. It is important to understand the difference between automation that assists a process and solely automated decisions that have a significant effect on you, because your rights differ in each case.

5.1 Automation used to assist processing

Uinsure uses automated systems to support certain activities. These involve automated processing but are not solely automated decisions that produce legal or similarly significant effects on you without human involvement.

Quote comparison and presentation. Our systems submit your information to insurers on our panel and present the resulting quotes to you or your introducer. The selection and ordering of quotes may involve automated logic, but the choice of whether to proceed with any quote is yours.

Quality assurance and call monitoring. We use automated tools, including AI-assisted transcription and scoring, to analyse recordings of telephone calls between our staff and customers. This is used to assess service quality and regulatory compliance. These tools assist our quality assurance team but do not make decisions about you. No action is taken in relation to your policy or claim based solely on automated call analysis.

5.2 Automated pricing decisions

Both Uinsure and insurers on our panel use automated systems to calculate premiums, assess risk, and determine the price of your insurance. These systems apply rules and algorithms to the information described in Section 1 (including property details, claims history, location data, and where available introducer-supplied data) to assess the likelihood of a claim and calculate a premium. Where these decisions are based solely on automated processing and produce legal or similarly significant effects on you, the safeguards described in Section 5.4 apply. For pricing decisions made by insurers, each insurer is an independent data controller and is responsible for providing its own safeguards - see Section 6.1.

5.3 Other automated decisions made by insurers and finance providers

Insurers, finance providers, and their appointed agents may make other decisions about you using their own automated systems. Each acts as an independent data controller for these decisions.

Claims handling and triage. Claims are handled by the insurer (or their appointed claims handler) as an independent data controller. Insurers may use automated processing to triage claims, assess them against policy terms, and determine settlement. Where these decisions are based solely on automated processing and produce legal or similarly significant effects on you, the insurer is responsible for providing the applicable safeguards.

Credit referencing. Where you choose to pay by monthly instalments, your premium finance provider may use automated credit scoring to assess your eligibility. The finance provider is an independent data controller - see Section 6.5.

5.4 Your rights regarding solely automated significant decisions

Where a decision is made about you that is based solely on automated processing and produces legal or similarly significant effects, safeguards apply under UK data protection law. These include the right to:

- Be informed that such a decision has been made.
- Make representations about the decision.
- Obtain human intervention.
- Contest the outcome.

Where a solely automated significant decision involves special category data (such as health information), additional legal restrictions apply. We will only carry out such processing where a lawful condition is met and appropriate safeguards are in place.

These rights apply in relation to the organisation that makes the decision. For any solely automated significant decisions made by Uinsure, please contact us using the details at the end of this notice. For decisions made by insurers or finance providers, please contact them directly using the details in their privacy notice or your policy documentation.

6. WHO WE SHARE YOUR PERSONAL INFORMATION WITH

6.1 Insurer panel members and ancillary product providers (independent data controllers)

When you request a quote, we submit your personal information to one or more insurers on our panel so that they can assess the risk and provide a quotation. Your policy may also include ancillary products (such as legal expenses insurance or home emergency cover) provided by specialist insurers on our panel. Each insurer and ancillary product provider is an independent data controller and is independently responsible for its own processing activities.

When a policy is placed, your contract of insurance is between you and the insurer - not between you and Uinsure. The insurer will process your personal information for the purposes described in the insurer's own privacy notice.

A full list of our insurer panel members and ancillary product providers, including their regulatory details and links to their privacy notices, is available on our Insurer Panel page - https://uinsure.co.uk/home/legal/insurer-panel/. We recommend that you review your insurer's privacy notice to understand how they use your personal information.

Requesting printed copies of third-party privacy notices. If you receive your documents by post, or would otherwise prefer a printed copy, you may request a printed copy of any insurer, ancillary product provider, or premium finance provider privacy notice referenced in this notice. Please contact us using the details in Section 14 and we will send a printed copy to you free of charge.

6.2 Your bank, building society, or affinity partner

Where your policy was arranged through your bank, building society, or affinity partner, we share relevant policy information with them to enable them to service your account and manage their customer relationship with you. This may include information about the status of your policy. Each introducer is an independent data controller for the information they hold about you.

6.3 Processors (organisations that process data on our behalf)

We engage third-party service providers who process your personal information on our behalf, under our instructions and subject to written Data Processing Agreements compliant with Article 28 UK GDPR. Categories of processors include:

- Policy administration platform provider - hosts and operates the system used to manage your quotes and policies.
- Communication service providers - send transactional messages to you on our behalf (such as policy confirmations, renewal reminders, and claims updates) by email, SMS, or post.
- Payment processors - process premium

payments securely.
- IT infrastructure and security providers - host our systems, provide endpoint security, and monitor for cyber threats.
- Customer feedback providers - administer customer satisfaction surveys on our behalf.
- Call monitoring and quality assurance providers - analyse recordings of telephone calls to assess service quality and regulatory compliance, including through automated transcription and AI-assisted scoring.

We do not permit our processors to use your personal information for their own purposes. They may only process it for the specific purposes set out in our Data Processing Agreement.

6.4 Credit reference and fraud prevention agencies
We may share your personal information with credit reference agencies to verify your identity and assess your financial standing. Quotation-stage checks are soft searches visible only to you. If you proceed with premium finance, your finance provider may conduct a full credit search.

We share information with fraud prevention agencies and industry databases (including the Claims and Underwriting Exchange, the Motor Insurance Anti-Fraud and Theft Register, and other databases maintained by Insurance Database Services Limited) to detect and prevent fraud. If fraud is identified, you could be refused certain services, finance, or employment.

6.5 Premium finance providers
If you choose to pay your premium by monthly instalments, your details will be shared with a premium finance provider. The finance provider is an independent data controller and will conduct its own credit checks, which will be visible to other organisations and may affect your credit file. The finance provider will report the payment history of your account to credit reference agencies.

6.6 Regulatory, legal, and statutory bodies
We may share your information with organisations that have a role established by law, including the FCA, the Financial Ombudsman Service, the Information Commissioner's Office, law enforcement agencies, and HMRC. We will disclose personal information where we are required to do so by law, regulation, or court order, or where we have a duty to cooperate with regulatory or criminal investigations.

6.7 Other sharing
We may also share your personal information with:

- Your relatives, guardians, or authorised representatives (where you are unable to act on your own behalf or have given us permission).
- Your solicitor or other professional advisers acting on your behalf.
- Another company in the event that Uinsure's business or part of it is sold or transferred, to ensure continuity of your insurance arrangements.
- A successor insurance provider nominated by your bank, building society, or affinity partner, in the event that our arrangement with that partner ends. This is to ensure continuity of your insurance cover. If this occurs, we will give you at least 30 days' advance notice, explain where your data will be transferred, and give you the opportunity to object before the transfer takes place.
- Other companies within the Uinsure group, where we are unable to provide you with a suitable product and wish to check whether another group company can assist. This would only occur where the purpose is to find you appropriate insurance cover, and we would inform you before sharing your details for this purpose.

We will not sell your personal information to third parties for marketing purposes.

7. INTERNATIONAL DATA TRANSFERS

Some of our processors are based outside the United Kingdom. Where your personal information is transferred outside the UK, we use appropriate safeguards as required by law, including:

- UK adequacy regulations - where the UK government has determined that the destination country provides an adequate level of data protection.
- UK International Data Transfer Agreement (UK IDTA) or Standard Contractual Clauses (SCCs) - approved contractual safeguards that require the recipient to protect your data to UK standards.
- Transfer risk assessments - we assess whether the safeguards in place provide effective protection in practice, considering the legal framework of the destination country. Where necessary, we implement supplementary measures such as encryption.

As at the date of this notice, we transfer personal data to the United States through processors providing communications, email delivery, endpoint security, and customer feedback services. Each relevant transfer is subject to the UK IDTA, the UK Addendum to SCCs, or other lawful transfer mechanisms, together with any supplementary measures required.

If you would like further information about our international transfers, please contact us.

8. HOW LONG DO WE KEEP YOUR PERSONAL INFORMATION?

We retain your personal information only for as long as necessary to fulfil the purposes for which it was collected, to comply with our legal and regulatory obligations, and to establish, exercise, or defend legal claims.

As a general guide, we retain policy and claims records for up to 7 years after the policy expires or the final claim is settled. This period is driven primarily by the Limitation Act 1980 (which sets a 6-year limitation period for contractual and tortious claims), FCA record-keeping requirements, and HMRC obligations. Other categories of data may be retained for shorter or longer periods depending on the applicable legal basis - for example, quotation data where no policy was purchased is retained for a shorter period.

The criteria we use to determine retention periods are:

- The nature of the personal data and the purpose for which it was collected.
- Our legal and regulatory obligations (including FCA, HMRC, and anti-money laundering requirements).
- The limitation period for potential legal claims.
- Contractual requirements with insurers and other parties.

Our full Data Retention Policy and Schedule, which sets out retention periods by data category, is available on request by contacting us at dataprotection@uinsure.co.uk.

When your personal information reaches the end of its retention period, it is securely destroyed in accordance with our information disposal procedures.

9. YOUR RIGHTS

You have the following rights in relation to your personal information:

Right of access. You may request a copy of the personal information we hold about you (a "subject access request"). We will carry out reasonable and proportionate searches of the systems and records where your personal information is likely to be held, and respond within one calendar month. We may extend this by a further two months for complex requests, in which case we will inform you within the initial one-month period.

Right to rectification. You may ask us to correct inaccurate or incomplete personal information.

Right to erasure. You may ask us to delete your personal information where it is no longer necessary for the purpose for which it was collected. Please note that we may be unable to comply with an erasure request where we are required to retain the information for legal, regulatory, or contractual reasons.

Right to restriction. You may ask us to restrict (suspend) the processing of your personal information in certain circumstances, for example while we verify the accuracy of information you have challenged.

Right to data portability. You may request that we provide your personal information in a structured, commonly used, machine-readable format, or transmit it to another controller where technically feasible.

Right to object. You may object to processing based on legitimate interests. We will stop processing unless we demonstrate compelling legitimate grounds that override your interests.

Rights relating to automated decision-making. See Section 5 above.

To exercise any of these rights, please contact us at dataprotection@uinsure.co.uk or write to us at Uinsure Limited, PO Box 5524, Manchester, M61 0QR. To protect your privacy, we may ask you to verify your identity before acting on your request. All requests are free of charge. We reserve the right to charge a reasonable administrative fee or refuse manifestly unfounded or excessive requests, in accordance with UK GDPR.

10. HOW TO COMPLAIN

If you are concerned about the way we have handled your personal information, you have the right to complain directly to us. We have procedures in place for handling data protection complaints.

To make a complaint:

- Email: dataprotection@uinsure.co.uk
- Post: Data Protection Complaint, Uinsure Limited, PO Box 5524, Manchester, M61 0QR

We will acknowledge your complaint within 30 days. We will investigate the matter and inform you of the outcome without undue delay.

If you are not satisfied with our response, or if you believe we have not complied with our data protection obligations, you have the right to lodge a complaint with the Information Commissioner's Office (ICO):

- Website: ico.org.uk/
- Helpline: 0303 123 1113
- Post: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

11. COMMUNICATIONS ABOUT YOUR QUOTE AND POLICY

Where you have been referred to us by your bank, building society, or affinity partner, we may contact you by email or SMS in connection with your insurance quote. This includes reminders to complete a quote you have started and information to help you make an informed decision about the product you were referred for. These communications relate only to the insurance product you were referred for and will not include marketing for other products or services.

Once your policy is in place, we will send you service communications relating to your policy, such as renewal reminders, mid-term adjustment confirmations, and claims updates. These are communications we are required or entitled to send as part of administering your insurance and are not marketing communications.

If you do not wish to receive reminders about an incomplete quote, you may opt out at any time by clicking the unsubscribe link in any message or contacting us at dataprotection@uinsure.co.uk.

Privacy Notice

12. CHILDREN

Our products are not directed at persons under the age of 18. We do not knowingly collect personal information from children. Where a child's details are included on a policy (for example, as a named occupant of an insured property), we process that information only to the extent necessary for the arrangement and administration of the policy. We recognise that children merit specific protection with regard to their personal data.

13. CHANGES TO THIS NOTICE

We may update this privacy notice from time to time to reflect changes in our processing activities, legal requirements, or regulatory guidance. The "last updated" date at the top of this notice indicates when it was last revised. Where changes are significant, we will take reasonable steps to notify you.

14. CONTACT US

If you have any questions about this privacy notice, wish to exercise your data protection rights, or wish to make a complaint:
Email: dataprotection@uinsure.co.uk
Post: Uinsure Limited, PO Box 5524, Manchester, M61 0QR

Printed copies of this notice. This privacy notice is available in printed format on request. If you would like a printed copy of this notice — or of any insurer, ancillary product provider, or premium finance provider privacy notice referenced in Section 6 — please contact us using the details above and we will send a printed copy to you free of charge.

The Chief Operations Officer is responsible for oversight of data protection at Uinsure.

What to do if you have a complaint

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions about your policy you should in the first instance contact Uinsure, PO Box 1189, Doncaster, DN1 9RP or call Uinsure on 0344 844 3844.

If you have any questions regarding your claim, in the first instance please contact your claims handler whose details will be shown in your claims documentation (please include your policy number and your claim number if appropriate).

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by following the procedure below:

If your complaint is about the way your policy was sold to you, please contact your financial adviser to report your complaint.
If your complaint relates to Section 1 - Buildings or Section 2 - Landlords' contents, you can call us on 0344 844 3844 or write to us at the address below (please include your policy number and claim number if appropriate).

Uinsure Customer Services, PO Box 1189, Doncaster DN1 9RP

If your complaint relates to section 3, Let Home Emergency, please contact the Customer Service Department at Arc Legal Assistance Ltd, PO Box 8921, Colchester, CO4 5YD.

Alternatively, you can email your complaint to customerservice@arclegal.co.uk or phone 01206 615000 (lines are open Monday to Friday 9am to 5pm).

If your complaint relates to Section 4 - Landlords Legal and Rent Guarantee Cover, please contact the Customer Service Department at:

Arc Legal Assistance Ltd
The Gatehouse
Lodge Park
Lodge Lane
Colchester
CO4 5NE

Phone: 01206 615000

Email: customerelations@arclegal.co.uk

SERVICE STANDARDS

We will try to resolve your complaint by the end of the third working day. If we are unable to do this, we will write to you within three working days to either:

Tell you what we have done to resolve the problem; or

Acknowledge your complaint and let you know when you can expect a full response.

We will always aim to resolve your complaint within eight weeks of receipt. If we are unable to do this we will give you the reasons for the delay and indicate when we will be able to provide a final response.

Where appropriate we may pass your complaint to your insurer to resolve. Where we do this we will advise you.

FINANCIAL OMBUDSMAN SERVICE

If you remain dissatisfied with the outcome of your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service within 6 months of receiving our final response letter to you.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and business providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

You can ask the Financial Ombudsman Service to review your complaint if for any reason you are still dissatisfied with our final response, or if we have not issued our final response within eight weeks from you first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however, they will only consider your complaint once you've tried to resolve it with us. Contacting the Financial Ombudsman will not affect your legal rights.

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

Website: www.financial-ombudsman.org.uk

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

Tel: 0800 023 4567 or 0300 123 9123

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation under the scheme. You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 0800 678 1100 or 020 7741 4100.

Contact numbers

Customer Service	**0330 912 2502**
BTL/Landlord Insurance Claims	**See policy schedule**
BTL/Landlord Emergency Claims	**0330 912 9961**
BTL/Landlord Legal Protection & Rent Protection Claims	**0330 165 9057**

Virgin Money Customer Services
PO Box 5524,
Manchester,
M61 0QR

Virgin Money Home Insurance is promoted by CYB Intermediaries Ltd, registered at Jubilee House, Gosforth, NE3 4PL (Company No: 04056283) who is authorised and regulated by the Financial Conduct Authority (Financial Services Register No. 305065) and provided by Uinsure Limited. Uinsure Limited is registered in England and Wales with company number 06046870 with a registered office at XYZ Building, Hardman Boulevard, Manchester M3 3AQ. Uinsure Limited is authorised and regulated by the Financial Conduct Authority and is registered on the Financial Services Register under number 463689. You can check a firm's registration on the FCA Firm Checker website: www.fca.org.uk/consumers/fca-firm-checker.
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