



Landlord Insurance Policy Wording Booklet.

Please keep this document safe.



Customer Services: 0330 102 6047

Claims Line: 0344 412 4276

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Protecting your property

Uinsure hints and tips to help you protect your property

Please read this notice carefully as the advice it contains could help to prevent damage to your property. We are committed to supporting you with practical solutions to help you avoid some of the most common causes of damage.



Freeze and Escape of Water

1. If you leave your property unattended, leave the heating on low (around 15°C).
2. Know where the water shut-off valve (stopcock) is to isolate the supply in an emergency.
3. Lag pipes in the loft and check that the header and water tanks are insulated.
4. Lag outside water taps to prevent them freezing and pipes bursting.
5. In severe cold weather open the loft hatch to warm the void.
6. Plastic plumbing joints will probably degrade sooner than metal ones, so keep an eye out for the slightest hint of water.
7. If you are going to be away for an extended period, consider draining down your plumbing and heating system, but please do so with professional advice.



Storm

1. Regularly check the condition of all roofs. In particular check garage, shed and flat roofs for signs of wear and tear, as this is of particular importance in heavy snow with the unexpected additional weight.
2. Keep gutters, gullies and drains clear to carry water away quickly and efficiently.
3. A blocked downpipe with trapped rainwater may crack or shatter in freezing conditions.
4. Consider cutting back low hanging tree branches which could cause damage in high winds.

Please note: Buildings in sound condition will be able to cope with most weather conditions. Please remember insurance is not a maintenance contract and you are responsible for maintaining your property in a good state of repair.



Theft

1. Burglar Alarms; the sirenbox will act as a visual deterrent to some extent and dummy sirens can be purchased cheaply. Choose a system that lets off an alarm or one that dials a programmed number such as your mobile phone.
2. It is highly recommended that your external doors are strong, in good condition and secured to a high standard. Fitting a five lever mortice deadlock or extra sliding bolts will improve security. French doors should be fitted with top and bottom mortice locks on both doors.
3. Burglars often check convenient locations for a spare key. It is advisable to ensure that keys are not within easy reach of the letter box.



Fire

1. A properly functioning smoke detector will alert you in the early stages of a fire giving as much time as possible to make an escape. Test your detector regularly.
2. Avoid leaving candles left unattended or in a place likely to be knocked over.
3. It is advisable to have extinguishers in the property.
4. Do not fill a chip pan with more than one third of fat or oil. Do not place food in the pan if the fat or oil is giving off smoke.
5. Always switch off electric blankets before getting into bed. Make sure they have a safety check at least once every 3 years and contain a current safety mark.

Introduction to your policy

Thank you for choosing Landlord Insurance from **Uinsure**.

This policy wording describes what is insured and the events **you** are insured against happening during the **period of insurance**. It also details the procedures to follow should **you** need to make a claim and clearly outlines what the policy does not cover.

Please read this alongside **your schedule** and **statement of insurance** to ensure that this policy meets **your** needs. If any of the information **you** have provided **us** is incorrect or changes, **you** must tell **us**. Failure to do so could mean **we** reduce or reject **your** claim or even make **your** policy invalid. Please refer to policy condition 3 on page 5 for examples of changes **we** need to know about.

Your policy is designed to be as simple and as clear as possible and **we** want **you** to be fully aware of **your** rights under it. If however **you** have any queries please call **us** on 0330 102 6047.

You have 14 days from when **you** receive **your** policy documents or the commencement date of **your** policy, whichever is later, to call **us** or write to **us** 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 will be allowed.

You may cancel **your** policy at any time after the cooling-off period. Please refer to policy condition 9 on page 6 for full details about how **you** can cancel **your** policy.

By taking out a **Uinsure** Landlord Insurance policy, **you** will automatically enter into two separate contracts.

The first contract is with **Uinsure** for arranging and administering **your** insurance policy on **your** behalf. The terms and conditions of this first contract are included within the Welcome Pack that is posted to **you** when **you** apply for **your** policy.

The second contract will be between **you** and the insurer detailed on **your schedule** and this will be for the provision of **your** insurance.

If **you** purchase any additional optional products, such as Let Home Emergency Cover or Landlord Legal Expenses & Rent Guarantee Cover, **you** will enter into further contracts with each insurer on the same basis as the second contract.

For convenience, the insurance premium(s) and the **policy administration fee** will together make up the payment that **we** will collect as shown on **your schedule**.

Please note that this Landlord Insurance policy is designed to insure **your property** against loss or damage. It does not cover the maintenance of **your property**.

That means **we** will not cover the cost of wear and tear or maintenance costs such as defective rendering, repointing chimneys or general roof maintenance.

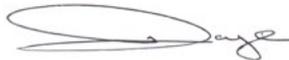
We also do not cover damage that happens over time such as damp, rot or damage from **vermin**.

You should keep **your property** in good repair, and take reasonable steps to avoid loss or damage.

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

Thank **you** for choosing **Uinsure** Landlord Insurance. **We** hope **you** will continue to be a **Uinsure** customer for many years to come.

Signed



Simon Taylor
Chief Executive Officer
Uinsure Limited

Definitions

Throughout this policy there are certain words printed in **bold**. These words have special meanings which are shown below and on page 4.

Please note that these words do not apply to Section 3 (Family Legal Expenses Insurance) and Section 4 (Home Emergency 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**.

Davies Group

Davies Group Limited, Registered Company Number 06479822.

Registered in England and Wales. Registered Office - 7th Floor, 1 Minster Court, Mincing Lane, London, England, EC3R 7AA.

Davies Group Limited undertakes claims handling functions on behalf of **Uinsure** and the insurer named on **your Schedule**.

Endorsement

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

Excess

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

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

Household goods, kitchen appliances (dishwasher, washing

machine, washer dryer, tumble dryer, cooker/oven/hob/hood, microwave, fridge, freezer or fridge freezer which you own) and furnishings contained in the property.

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.

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 Guarantee Optional Cover is shown in **your schedule**.

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

Outbuilding(s)

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

- garages**;
- carports or other structures that are open on one or more sides;
- structures that are lived in;
- 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 non-rigid 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

Definitions

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.

Statement of insurance

The **statement of insurance** that contains information **you** gave **us** and any other information **you** gave **us**. This includes information given on **your** behalf.

Schedule

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

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 strong winds of 48 knots/55mph or more, sometimes accompanied by rain, hail or snow.

Heavy or persistent rain or snow alone does not constitute **storm** unless the rain or snow is so extreme that damage is caused to well-maintained properties of adequately designed construction.

Extreme rain or snow is:

- 25mm/1 inch or more of rain over a 1 hour period, or a proportionate amount over a shorter time; and
- 30cm/12 inches or more of snow within a 24 hour period (or less).

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

1. A **Tenancy agreement** in writing made between **you** and the **tenant** which is an assured shorthold **tenancy agreement** within the meaning of the Housing Acts 1988 and 1996 or a Short Assured Tenancy or Assured Tenancy as defined in the Housing (Scotland) Act 1988

or a **tenancy agreement** in which the **tenant** is a limited company; or

2. In Northern Ireland the agreement between **you** and the **tenant** to let the **property** must not be a Protected Tenancy or a Statutory Tenancy within the meaning of the Rent (NI) Order 1978 nor a Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983 or a **tenancy agreement** in which the **tenant** is a limited company or a **tenancy agreement** or lease of a commercial premises or
3. Any other residential tenancy as agreed by **us** in writing.

Uinsure

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

Registered office: 8 St John Street, Manchester, M3 4DU.
Trading office: PO Box 5524, Manchester, M61 0QR.
Uinsure Limited is authorised and regulated by the Financial Conduct Authority.No 463689.

United Kingdom

Great Britain, Isle of Man, Channel Islands 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.

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.

URIS Group

URIS Group Limited. Registered in England and Wales No. 2461657. Registered office: Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL.

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**.

We, our, us

The insurer named on **your schedule**, **Davies Group**, **URIS Group** and **Uinsure**.

You, your

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

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 (Landlord Legal Expenses & Rent Guarantee optional cover) and Section 4 (Let Home Emergency 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**;
- 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 policy 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.

If **we** establish that you deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims. If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim.

For example, **we** will:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance which may impact how **we** deal with a claim;
- reduce the amount **we** pay. On valid claims **we** will pay in proportion to the premium that has been paid. For example, if **you** have paid half the premium **you** should have, then **we** will only pay half of **your** claim; or
- cancel **your** policy.

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

- intend to treat **your** policy as if it never existed; or
- need to amend the terms of **your** policy.

If **you** become aware that the information **you** have given **us** is inaccurate, **you** must inform **us** as soon as practical.

Your schedule and **statement of insurance** show the cover **you** have selected. The choices **you** have made will depend on **your** personal circumstances. **You** should check **your schedule** and **statement of insurance** carefully to ensure **you** have the level of cover **you** require.

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.

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;
- about any increase in the value of **your landlords contents**; and
- if **your property** will be **unoccupied** for more than 30 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

Nothing contained in this contract gives anyone else any rights under the Contracts (Rights of Third Parties) Act 1999 or any legislation that amends 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:

Policy conditions

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

8. Security

In certain circumstances (such as if **you** live in a particular area), **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:

1. **Your** final exit door, any other external doors, sliding doors, patio doors and double leaf french doors are secured with a 5 lever mortise deadlock conforming to BS3621, a rim automatic deadlock or a multi-point locking system;
2. 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.

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, including a refund of a proportion of 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.

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 24 of **your** policy.

For cancellation of Section 4 – **Landlord Legal Expenses & Rent Guarantee Optional Cover**, please see page 35 of **your** policy.

10. Fraudulent claims

We will not pay for any claim that is in any way fraudulent or exaggerated, or if **you** or anyone acting for **you** uses fraud to get benefits under the policy. If **you** do, **we** will cancel the policy and **we** will not refund any premiums.

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. How to make a claim

If **you** are aware of an **incident** that might give rise to a claim or **you** need to make a claim, **you** must do the following as soon as possible.

Buildings and/or landlords contents

Call **our** claims helpline on 0344 412 4276 to report the **incident**.

- Tell the police as soon as possible if something is lost or if **you** suspect theft or malicious damage.
- Take all practical steps to get back any property which has been lost.
- If **we** have asked **you** to fill in a claim form, send this back to **us** within 30 days of **us** sending it to **you**.
- To help prove **your** claim **we** may require **you** to provide **us** with documentation, for example: original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your** property; **We** will only ask for information relevant to **your** claim.
- To help assist in dealing with **your** claim **we** may require **you** to obtain estimates for the replacement or repair of damaged property.
- Without undue delay send **us** any written claim which is made against **you**, and give **us** full details of any verbal claims made against **you**.
- Take action to protect the property from further loss or damage.

You must not:

- throw away, get rid of or destroy any items that are damaged until **we** say so;
- admit or deny responsibility for any **incident**; or
- negotiate or settle any claims made against **you** by anyone else, unless **we** agree in writing that **you** can.

We can negotiate, defend or settle, in **your** name and on

Policy conditions

your behalf, any claims made against you. We can also take legal action in your name but for our benefit to get back any payment we have made under this policy.

Landlord Legal Expenses & Rent Guarantee Optional Cover

If you are claiming for legal protection, please phone 01384 399 997 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 0800 999 4215. 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 20 and have ready your policy number (where known) which is noted on your Landlord Insurance schedule.

13. 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 more than one of the buildings, landlords contents or personal possessions 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 we will 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 we will 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.

Policy conditions

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.

Protecting sums insured

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

14. Index-linking

If **you** have not requested a specific **maximum claim limit** amount for **buildings** or **landlords contents** index linking will not apply.

15. Language

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

16. 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.

17. 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.

18. 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.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each

member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require, this should be read as a reference to contracts in the plural.

Policy exclusions

Please note that these exclusions do not apply to Section 3 (Landlord Legal Expenses & Rent Guarantee optional cover) and Section 4 (Let Home Emergency 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 no matter whether any other cause or event contributes at the same time or in any other order to the loss.

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 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, the Isle of Man or the Channel Islands;
 - riot, civil disturbance, strikes, industrial action or malicious acts committed in Northern Ireland by people acting on behalf of or in connection with any political organisation;
 - 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, revolution or any similar event.
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.
 6. Property more specifically covered by another policy of insurance.
 7. Any criminal or deliberate act by **you** or **your** family.
 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 gradual deterioration. It is **your** responsibility to keep **your property** in a good condition.
 10. Any loss, damage, injury or accident that commenced before the **period of insurance**.
 11. Computer Date Recognition and Viruses - loss or damage to computer equipment caused by computer date changes and/or computer viruses. Viruses include any programs or software which affects computer programs and/or functionality;
 12. Motor Vehicles - loss or damage caused to any motor vehicles (other than domestic garden implements), caravans, trailers or watercraft and accessories;
 13. Domestic Pets - loss or damage caused by domestic pets or **Vermin**.

Section 1

Buildings

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

What is insured	What is not insured
<p>Your buildings are covered under this section.</p> <p>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.</p> <p>The causes covered The buildings identified in the schedule are covered for loss or damage caused by any of the following:</p>	<p>The excess shown in the schedule for every incident.</p>
<p>1. Fire, smoke, explosion, lightning, or earthquake.</p>	<p>1. Loss or damage caused by smog, industrial or agricultural output.</p>
<p>2. Storm or flood.</p>	<p>2. Loss or damage</p> <ul style="list-style-type: none"> • To domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts; or • 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.
<p>3. Escape of water or oil from and frost damage to any fixed water or heating installation, apparatus and pipes.</p>	<p>3. Loss or damage</p> <ul style="list-style-type: none"> • Whilst the buildings are unoccupied for 30 days or more; • Loss or damage to the apparatus and/or pipes from which water and/or oil has escaped; or • The policy excess for escape of water as shown in the schedule; • 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.
<p>4. Theft or attempted theft</p>	<p>4. By you, any tenant or person lawfully on the property.</p> <p>Loss or damage whilst the buildings are unoccupied for 30 consecutive days or more.</p> <p>Theft or attempted theft not caused by violent and forcible entry or exit, unless deception is used solely to gain entry to your property.</p>
<p>5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.</p>	
<p>6. Riot, civil commotion, labour and political disturbances.</p>	

Section 1

Buildings

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

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident .
7. Malicious damage or vandalism.	7. Loss or damage <ul style="list-style-type: none">• Whilst the buildings are unoccupied for 30 consecutive days or more; or• By any tenant or person lawfully on the property.
8. Subsidence, landslip or heave of the site upon which the buildings stand.	8. Loss or damage: <ul style="list-style-type: none">• Caused by erosion of the coast or riverbank;• To domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the main building is damaged at the same time;• Caused by structural repairs, alterations, demolitions or extensions;• Arising from faulty or defective workmanship, designs or materials;• That originated prior to the commencement of this insurance;• Caused by the movement of solid floor slabs moving, unless the foundations underneath the outside walls of the property are damaged at the same time and by the same cause; or• To buildings caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the buildings. Normal settlement, shrinkage or expansion. The policy excess for subsidence as shown in the schedule .
9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.	9. Loss or damage: <ul style="list-style-type: none">• Caused by maintenance to trees;• To gates and fences; or• To aerials, dishes and masts.
10. 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 .	10. Loss or damage: <ul style="list-style-type: none">• Whilst the buildings are unoccupied, for 30 consecutive days or more;• Caused by chipping, denting or scratching; or• To ceramic hobs in free-standing cookers.

Section 1

Buildings

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

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident .
11. Accidental damage to underground pipes, cables and services for which you are responsible.	11. Loss or damage: <ul style="list-style-type: none">• 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.
12. Loss of rent and/or cost of alternative accommodation incurred by you as a result of the buildings becoming uninhabitable following loss or damage caused by any of the causes listed in section 1 of this policy .	12. Any amount above the amount shown in the schedule . Loss where a valid claim has not been accepted by us under section 1, causes 1-9.
13. 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 .	13. Any amount above the amount shown in the schedule .
14. If you have exchanged contracts to sell your property will give the buyer the benefit of the insurance under this section until the sale is completed, unless the buyer has insurance cover elsewhere.	
15. The cost of replacing and installing locks on outside doors if keys to the property are lost or stolen.	15. Any amount above the amount shown in the schedule .
16. Increased metered electricity, gas 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 .	16. Any amount above the amount shown in the schedule .
17. 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 .	17. Any fees charged in the preparation of a claim.
18. 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 11, section 1 of this policy .	18. 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 is insured	What is not insured
<p>The causes covered</p> <p>19. 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.</p> <p>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 arising from a defect in your property including defence costs that we have agreed in writing to pay.</p> <p>Note:</p> <p>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.</p> <p>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.</p>	<p>The excess shown in the schedule for every incident.</p> <p>19. Any amount above the amount shown in the schedule.</p> <p>Bodily injury or death to any person who is engaged in your service, or is a member of your family or household.</p> <p>Arising out of or in any way connected with the transmission of any communicable disease.</p> <p>Damage to property under your custody or control.</p> <p>Arising out of any profession, occupation or business other than through private letting of the property.</p> <p>Arising out of the ownership, possession or operation of:</p> <ol style="list-style-type: none">1. Any mechanically propelled vehicle other than a private garden vehicle operated within your property.2. Any power operated lift.3. Any aircraft or watercraft.4. A caravan whilst being towed.5. Any dogs designated as dangerous under the dangerous dogs act 1991.<ul style="list-style-type: none">• Arising out of pollution or contamination.• If you are entitled to indemnity under any other insurance.• Any cost or expense not agreed by us in writing.
<p>20. Liability for domestic employees</p> <p>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 employees during the course of their work 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.</p> <p>The most we will pay for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule plus any costs and expenses we agree in writing.</p>	<p>20. Any amount above the amount shown in the schedule;</p> <ul style="list-style-type: none">• Liability arising from or in any way connected with the transmission of any communicable disease or virus by you;• 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 death of, bodily injury to, or illness or disease of any member of your family;• 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;• Bodily injury arising from any infectious disease or condition.

Section 1

Buildings Optional Cover- Accidental and Malicious damage and theft by tenants cover
(This section applies only if shown in the **schedule**)

What is insured	What is not insured
<p>Your buildings are covered under this section.</p> <p>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.</p> <p>The causes covered The buildings identified in the schedule are covered for loss or damage caused by any of the following:</p>	<p>The excess shown in the schedule for every incident.</p> <p>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).</p> <p>Any loss or damage which is insured by a policy issued to the tenant.</p>
<p>1. Accidental damage to the buildings in addition to the causes listed in paragraphs 1 to 11 of this section.</p>	<p>1. Loss or damage:</p> <ul style="list-style-type: none"> • 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 30 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. <p>The cost of normal maintenance, and standard repairs</p>
<p>2. Malicious damage caused by the tenants to the buildings in addition to the causes listed in paragraphs 1 to 11 of this section.</p>	<p>2. Loss or damage:</p> <ul style="list-style-type: none"> • By any cause or event already covered under section 1 buildings; • Caused by vermin; fungus; insects or domestic pets; • Whilst the property is unoccupied for 30 consecutive days or more; • Caused by wet or dry rot; faulty workmanship or design; • 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. <p>The cost of normal maintenance.</p>
<p>3. Loss or damage by theft or attempted theft caused by a tenant.</p>	<p>Loss or damage whilst the buildings are unoccupied for 30 consecutive days or more.</p>

Section 2

Landlords Contents

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

What is insured	What is not insured
<p>Your landlords contents are covered under this section.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>The causes covered The landlords contents identified in the schedule are covered for loss or damage caused by any of the following:</p>	<p>The excess shown in the schedule for every incident.</p>
1. Fire, smoke, explosion, lightning or earthquake.	1. Loss or damage caused by: <ul style="list-style-type: none">• Smog;• Industrial; or• Agricultural output.
2. Storm or flood.	2. Loss or damage caused: <ul style="list-style-type: none">• 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. <p>Landlords contents in the open.</p>
3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes.	3. Loss or damage: <ul style="list-style-type: none">• Whilst the buildings are unoccupied for 30 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.
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 30 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 .

Section 2

Landlords Contents

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

What is insured	What is not insured
The causes covered	The excess shown in the schedule for every incident .
5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.	
6. Riot, civil commotion, labour and political disturbances.	
7. Malicious damage or vandalism.	7. Loss or damage <ul style="list-style-type: none"> • Whilst the buildings are unoccupied for 30 consecutive days or more; or • By any tenant or person lawfully on the property.
8. Subsidence, landslip or heave of the site upon which the buildings stand.	8. Loss or damage: <ul style="list-style-type: none"> • Caused by erosion of the coast or riverbank; • To domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the main building is damaged at the same time; • Caused by structural repairs, alterations, demolitions or extensions; • Arising from faulty or defective workmanship, designs or materials; • That originated prior to the commencement of this insurance; • Caused by the movement of solid floor slabs moving, unless the foundations underneath the outside walls of the property are damaged at the same time and by the same cause; or • To landlords contents caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the buildings. Normal settlement , shrinkage or expansion.
9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.	9. Loss or damage: <ul style="list-style-type: none"> • Caused by maintenance to trees; or • To aerials, dishes and masts.
10. Accidental breakage in your property to: <ul style="list-style-type: none"> • 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. 	10. Loss or damage caused by scratching or denting.

Section 2

Landlords Contents

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

What is insured	What is not insured
<p>The causes covered</p>	<p>The excess shown in the schedule for every incident.</p>
<p>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 2 of this policy.</p>	<p>11. 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 1-9.</p>
<p>12. A legal liability to the public limit of indemnity</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>12. Any amount above the amount shown in the schedule.</p> <p>Bodily injury or death to any person who is engaged in your service, or is a member of your family or household.</p> <p>Arising out of or in any way connected with the transmission of any communicable disease.</p> <p>Damage to property under your custody or control.</p> <p>Arising out of any profession, occupation or business other than through private letting of the property.</p> <p>Arising out of the ownership, possession or operation of:</p> <ol style="list-style-type: none">1. Any mechanically propelled vehicle other than a private garden vehicle operated within your property.2. Any power operated lift.3. Any aircraft or watercraft.4. A caravan whilst being towed.5. Any dogs designated as dangerous under the dangerous dogs act 1991.<ul style="list-style-type: none">• Arising out of pollution or contamination.• If you are entitled to indemnity under any other insurance.• Any cost or expense not agreed by us in writing.
<p>13. Liability for domestic employees</p> <p>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 of any which happens to any of your domestic employees during the course of their work 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.</p> <p>The most we will pay for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule plus any costs and expenses we agree in writing.</p>	<p>13. Any amount above the amount shown in the schedule;</p> <ul style="list-style-type: none">• Liability arising out of or in any way connected with the transmission of any communicable disease or virus by you;• 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 death of, bodily injury to, or illness or disease of any member of your family;• 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;• Bodily injury arising from any infectious disease or condition.

Section 2

Landlords Contents Optional Cover- Accidental and Malicious damage and theft by tenants cover (This section applies only if shown in the **schedule**)

What is insured	What is not insured
<p>Your landlords contents are covered under this section.</p> <p>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.</p> <p>The causes covered The landlords contents identified in the schedule are covered for loss or damage caused by any of the following:</p>	<p>The excess shown in the schedule for every incident.</p> <p>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).</p> <p>Any loss or damage which is insured by a policy issued to the tenant.</p>
<p>1. Accidental damage to the landlords contents in addition to the causes listed in paragraphs 1 to 11 of this section.</p>	<p>1. Loss or damage:</p> <ul style="list-style-type: none"> • 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 30 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. <p>The cost of normal maintenance, and standard repairs.</p>
<p>2. Malicious damage caused by the tenants to the landlords contents in addition to the causes listed in paragraphs 1 to 11 of this section.</p>	<p>2. Loss or damage:</p> <ul style="list-style-type: none"> • By any cause or event already covered under section 2 landlords contents; • Caused by vermin; fungus; insects or domestic pets; • Whilst the property is unoccupied for 30 consecutive days or more; • Caused by wet or dry rot; faulty workmanship or design; • 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. <p>The cost of normal maintenance, and standard repairs.</p>
<p>3. Loss or damage by theft or attempted theft caused by a tenant.</p>	<p>Loss or damage whilst the buildings are unoccupied for 30 consecutive days or more.</p>

Section 3

Let Home Emergency Cover (optional cover)

(This section applies only if shown in the schedule)

Let Home Emergency Cover is an optional extension to Your Landlord Insurance policy and is separately administered by Legal Protection Group Limited (We, Us, Our) and underwritten by Alwyn Insurance Company Limited Branch (the Insurer). Further information about Us and the Insurer can be found under the DEFINITIONS in this section.

YOUR LET HOME EMERGENCY INSURANCE CONTRACT

In return for You paying or agreeing to pay the premium for this section and following an Emergency:

- a) We will arrange the Emergency assistance services shown in Your Schedule and detailed in this section, subject to its terms, exclusions, conditions and any endorsements; and
- b) the Insurer will pay Emergency Assistance Costs which We have agreed to for Emergency Repairs.

Provided that:

- I. the Emergency happens in the Territorial Limit;
- II. the Emergency is reported to Us upon discovery (and in any event no more than 48 hours from the time You or the Tenant first became aware of the Emergency) and within the Period Of Insurance; and
- III. You and/or the Tenant agree to use an Authorised Repairer selected by Us and agrees to Our or the Authorised Repairer's decision on the most suitable method to resolve the Emergency.

WHAT IS NOT COVERED BY LET HOME EMERGENCY

This section is designed to provide cover for an Emergency only and is not intended to cover matters which can be prevented through routine general maintenance such as servicing the Main Source of Heating. This section also does not cover the cost of replacement parts which tend to wear out over a period of time such as replacing a washer in a tap.

Examples of events not classed as an Emergency include, but are not limited to:

- Water dripping from a tap and escaping safely down a drain
- A light bulb which no longer works and needs replacing
- A plug fuse which needs replacing
- The Main Source Of Heating is making a rattling noise but is still functioning

Routine maintenance can help prevent an Emergency from happening or can reduce the extent of damage caused to Your Property. The following can help to protect Your Property:

- Regular servicing of gas appliances by a Gas Safe engineer to reduce the risk of a boiler breakdown or a build-up of carbon monoxide. Please note that Your Property must also comply with gas safety regulations and boiler breakdowns are not covered under this policy unless your boiler has been serviced in line with manufacturer's recommendations within the 12 months prior to the Emergency.
- If Your boiler is under a manufacturer's warranty or guarantee, any repair work undertaken under this policy may invalidate that warranty / guarantee. We strongly advise that You check the warranty / guarantee terms and conditions and contact the manufacturer to arrange a repair before making a claim under this policy. We will not be held liable in the event that Our repair work invalidates any warranty or guarantee.
- Getting electrics checked by a registered electrician to reduce the risk of power cuts. Your property must also comply with electrical safety regulations.
- Cleaning basins, baths and shower drains to prevent the risk of blockages
- Disposing of rubbish and food waste correctly to prevent the risk of an infestation of Pests
- Visibly check the roof for any dislodged or damaged tiles which could lead to water ingress

Please note that there is no cover under this section for any claim arising from interruption, disconnection or failure of the mains electricity, gas or water supplies. Before checking any cover available under this policy, please first note the following ways to resolve a more serious issue or rule out a failure of Your mains supply.

- If a situation arises which could cause injury to any person or major damage to Your Property, the Emergency services should be contacted immediately.
- If You or the Tenant have reason to believe that there is a gas leak, You or the Tenant should contact the National Gas Emergency Service immediately on 0800 111 999 and follow their instructions.
- If Your Property suffers a power cut or outage, firstly check Your fuse box to make sure one of the fuses has not tripped. If this does not resolve the issue then the relevant utilities company responsible for supplying the service should be contacted.
- If there is no water supply or the water pressure in Your Property has dropped and there are no planned interruptions to Your water supply, the relevant utilities company responsible for supplying the service should be contacted.

Section 3

Let Home Emergency Cover (optional cover)

(This section applies only if shown in the schedule)

IF YOU NEED TO MAKE A LET HOME EMERGENCY CLAIM

- a) In taking out this insurance, You agree to allow the Tenant to report a claim directly to Us. Please note that, in any event, the Emergency must be reported to Us within 48 hours from the time You or the Tenant first became aware of the Emergency. Failure to do so will result in a claim being declined, unless You or the Tenant can demonstrate to Us that significant circumstances prevented that Emergency from being notified within the required period.
- b) Be ready to provide the full address and postcode of Your Property and supply as much information as possible about what has happened which will help Us to give the best possible advice and decide on the most appropriate form of assistance. If We agree that the Emergency requires the attendance of a contractor to carry out Emergency Repairs, We will always appoint an Authorised Repairer.
- c) Under no circumstances should You or the Tenant instruct a contractor or incur any Emergency Assistance Costs before We have agreed to help as the Insurer will not pay any costs incurred without Our agreement.
- d) The Authorised Repairer will always aim to carry out Emergency Repairs within the timescales given but this may not always be possible and weather or traffic conditions or excessive demand could adversely affect these timescales. We will always let You or the Tenant know of any delays as soon as possible.
- e) The Authorised Repairer will attempt to carry out a Temporary Repair and it is then Your responsibility to carry out any subsequent Permanent Repair. Where a Permanent Repair is no more costly than a Temporary Repair, the Authorised Repairer will attempt a Permanent Repair but this will always depend on the circumstances and type of Emergency.
- f) If the cost of Emergency Repairs are likely to exceed the maximum amount the Insurer will pay for each Emergency (see DEFINITIONS – Emergency Assistance Costs), the Authorised Repairer can continue to provide Emergency Repairs, subject to Your agreement, but You will be responsible for any additional costs.
- g) We will not provide cover for an Emergency if it happens or was known about before the start date of this section or within 7 days of the start date.
- h) If We are unable to cover a claim then, subject to the extent of work required, We may still be able to arrange for an Authorised Repairer to visit Your Property but this will be under a separate agreement between You and the Authorised Repairer and all costs will be Your responsibility.

Section 3

Let Home Emergency Cover (optional cover)

(This section applies only if shown in the schedule)

LEGAL PROTECTION GROUP DATA PROTECTION NOTICE

In order to manage the Let Home Emergency insurance provided by this section, including the provision of helpline services, claims handling, underwriting and other administrative duties, We may need to share personal information which has been given to Us with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to Us or on Our behalf. We will only request necessary information from You and will only use it and disclose it in the course of arranging and administering this insurance.

Any personal information We hold about You will be retained by Us for a period of seven years after this insurance expires and in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes We may need to send Your personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by Us.

In arranging and managing this insurance and administering claims, We will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose Your personal data to any other person or organisation without Your consent.

You can find full details of Our privacy policy on Our website www.legalprotectiongroup.co.uk

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website <https://ico.org.uk/>

You have a right to obtain information We hold about You. This is called a Subject Access Request and in order to obtain such information, please write to:

The Data Protection Officer, Legal Protection Group Limited, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ

If You have a concern about the way We have handled Your personal data, then You have the right to report this to the Information Commissioner's Office:

Website: <https://ico.org.uk/concerns/>
Phone: 0303 123 1113 (lines are open Monday to Friday 9am to 5pm)
Email: casework@ico.org.uk

Section 3

Let Home Emergency Cover (optional cover)

(This section applies only if shown in the schedule)

DEFINITIONS	
Authorised Repairer	An appropriate tradesperson, appointed by Us, to respond to the Emergency.
Domestic Electric, Gas or Water Supply	The permanent electrical wiring system, gas or water supply pipe which supplies domestic power or water to Your Property, which You are legally responsible for. This does not include: <ol style="list-style-type: none"> the mains water, electricity or external gas supply which is the responsibility of the relevant utility company; lead pipework.
Emergency	A sudden and unforeseen incident which needs to be dealt with immediately to avoid: <ol style="list-style-type: none"> causing damage or further damage to Your Property; making Your Property unsafe, insecure or uninhabitable; leaving Your Property without any Domestic Electric, Gas or Water Supply, Plumbing And Drainage or Main Source Of Heating; or exposing any person to a risk to their health and/or to their safety.
Emergency Assistance Costs	The Insurer will pay the following: <ol style="list-style-type: none"> for insured incident Overnight Accommodation – up to £100 (including VAT) per Tenant, subject to a total maximum of £250 (including VAT); and for insured incident Boiler Contribution – up to £500 (including VAT); and for all other insured incidents – up to the maximum amount shown in Your Schedule (which includes VAT) to cover an Authorised Repairer’s call-out charge, labour costs and, where necessary, parts and materials.
Emergency Repairs	Repairs and/or work carried out by an Authorised Repairer to resolve the immediate Emergency. This may involve a Temporary Repair or a Permanent Repair (if this is no more costly than a Temporary Repair).
Insurer	This section is underwritten by Alwyn Insurance Company Limited . P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar. Registered in Gibraltar, number 106261. Authorised and Regulated by the Financial Conduct Authority.
Main Source Of Heating	The main gas, electric or oil fuelled hot water or central heating system in Your Property. This does not include: <ol style="list-style-type: none"> any form of non-domestic heating, warm air systems or any form of geothermal or solar power; or boilers over 238,000 btu net input (70 Kilowatt).
Plumbing And Drainage	The water pipework, water storage and waste water drainage system which You are legally responsible for. This does not include pipes, public sewers or drainage systems which are the responsibility of the relevant utility company or service undertaking.
Period Of Insurance	The period of time covered by this section as shown in Your Schedule and any further period(s) this section is renewed for.

Section 3

Let Home Emergency Cover (optional cover)

(This section applies only if shown in the schedule)

DEFINITIONS	
Permanent Repair	Repairs and/or work required to put right the fault which caused the Emergency on a permanent basis. An Authorised Repairer may be able to complete this if it can be carried out during the same Emergency and at no more cost than a Temporary Repair, otherwise this will be Your responsibility.
Pests	Wasps' or hornets' nests, rats, house or field mice, cockroaches.
Property	The private residence, having no more than 10 rooms, owned by You and located in the Territorial Limit, which You let to a Tenant. This does not include: a) any Property which is sub-let; b) gates, walls, fences, hedges, garages (other than integral garages), sheds, greenhouses and any other outbuildings not designed to be permanently lived in; c) cesspits, fuel tanks, septic tanks or swimming pools; and d) any shared facilities or communal parts of a property where You do not have sole responsibility.
Temporary Repair	Repairs and/or work carried out by an Authorised Repairer to immediately resolve the Emergency but which will need to be replaced by a Permanent Repair.
Tenant	The person(s), named in the tenancy agreement, who occupies Your Property for residential purposes.
Territorial Limit	The United Kingdom and Northern Ireland.
Uneconomical	Where the cost to repair the item (including parts and labour) is greater than 75% of the cost of replacing the item as new.
We, Us, Our	<p>Legal Protection Group Limited, who administer and manage this section on behalf of the Insurer. Registered in England and Wales, company number 10096688. Head and Registered Office: Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ. Website: www.legalprotectiongroup.co.uk</p> <p>Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Somerset Bridge Insurance Services Limited (firm reference number 477112). Somerset Bridge Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.</p> <p>Legal Claims Group Limited, who administer all claims under this section on behalf of the Insurer. Registered in England and Wales, company number 11033103. Head and Registered Office: Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ.</p>
You, Your	The landlord named in the Schedule who has purchased this section.

Section 3

Let Home Emergency Cover (optional cover)

(This section applies only if shown in the schedule)

What is insured	What is not insured
<p>Plumbing And Drainage</p> <p>Emergency Repairs following:</p> <ul style="list-style-type: none"> a) failure or damage to the Plumbing and Drainage system which is likely to result in internal flooding or water damage; b) Blockage of the only working or accessible toilet in Your Property; c) Blockage of external Plumbing and Drainage which can be cleared by jetting. 	<ul style="list-style-type: none"> a) External toilets, taps, overflows and pipes which do not cause or risk internal water damage. b) Blockages caused by wilful misuse of the toilet. c) Replacing central heating radiators, water tanks, cylinders. d) Any claim arising from hard water scale deposits, including descaling work. e) Any leaks which do not result in flooding or water damage. f) Repairing domestic appliances, except leaks from fixed external pipes. g) Leaking waste pipes. h) Waste disposal units, swimming pool or hot tubs. i) Where the water supply to the insured Property cannot be isolated from the water supply to other properties in the same building.
<p>Domestic Electric, Gas or Water Supply</p> <p>Emergency Repairs following an Emergency which occurs as a result of a complete failure of the Domestic Electric, Gas or Water Supply in Your Property.</p>	<ul style="list-style-type: none"> a) Any failure solely affecting: <ul style="list-style-type: none"> I. lighting outside Your Property; II. alarm or surveillance systems; III. swimming pools or their plumbing and filtration systems; IV. leisure equipment. b) Replacing or adjusting light bulbs. c) Any claim arising from hard water scale deposits, including descaling work. d) Where the Domestic Electric, Gas or Water supply to the insured Property cannot be isolated from the Domestic Electric, Gas or Water supply to other properties in the same building.

Section 3

Let Home Emergency Cover (optional cover)

(This section applies only if shown in the schedule)

What is covered?	What is not covered?
<p>Lost, Damaged or Stolen Keys</p> <p>Emergency Repairs following an Emergency which occurs as a result of the keys to the external doors to Your Property:</p> <ul style="list-style-type: none">a) unexpectedly breaking; orb) becoming lost or stolen; orc) getting locked inside Your Property <p>and You or the Tenant have no immediate access to a spare set.</p> <p><i>Please note that an Authorised Repairer will attempt to gain access to Your Property and where necessary, make it safe and secure which may involve boarding up windows and/or repairing broken locks.</i></p>	<ul style="list-style-type: none">a) Keys to garages and outbuildings.
<p>External Windows, Doors and Locks</p> <p>Emergency Repairs following an Emergency which occurs as a result of failure to function or damage to the external doors, windows or locks in Your Property.</p> <p><i>Please note that an Authorised Repairer will attempt to make Your Property safe and secure which may involve boarding up windows and/or repairing broken locks</i></p>	<ul style="list-style-type: none">a) garages or outbuildings.b) internal doors, glass or locks.c) Window locks.d) Doors which fail to open due to swelling.
<p>Main Source Of Heating</p> <p>Emergency Repairs following an Emergency which occurs as a result of the complete failure to function or breakdown of the Main Source Of Heating in Your Property.</p>	<ul style="list-style-type: none">a) Where, in the Authorised Repairer's opinion, the failure of Your Main Heating System:<ul style="list-style-type: none">I. does not constitute an Emergency; orII. is due to Your neglect or failure to maintain the boiler (including failure to service the boiler in line with manufacturers recommendations within the 12 months prior to the Emergency) or a build-up of limescale if You live in a hard water area.; orIII. can be resolved by lighting, manually operating, resetting or routine operation or adjustment of the boiler controls.b) Power flushing or descaling.c) Replacing central heating radiators, water tanks or cylinders.a) Where an alternative source of heating is available from an immersion or similar heater.b) Loss of hot water where an electric shower is available.c) Faults which do not result in a permanent failure to function of the Main Source Of Heating in Your Property.

Section 3

Let Home Emergency Cover (optional cover)

(This section applies only if shown in the schedule)

What is covered?	What is not covered?
<p>Boiler Contribution</p> <p>Subject to acceptance of a claim under the Main Source of Heating Section of this policy, where Your boiler has failed and is deemed by the Authorised Repairer and Us to be Uneconomical to repair, We shall contribute (upon production of an original receipt for payment) towards the cost of a brand new like for like replacement up to £500 including VAT).</p>	<p>a) Any labour, delivery or shipping costs.</p>
<p>Pest Infestation</p> <p>Emergency Repairs following an Emergency which occurs as a result of an infestation of Pests in Your Property</p>	<p>a) An infestation outside the main domestic area of Your Property.</p> <p>b) Any claim where You have not followed the Authorised Repairer's previous advice to prevent a repeat infestation.</p>
<p>Overnight Accommodation</p> <p>The Insurer will pay up to £100 (including VAT) per Tenant, subject to a total maximum of £250 (including VAT) for the cost of one night's alternative accommodation (room and, where necessary, cost of transport only) if, as a result of an Emergency We have agreed to cover under this section, an Authorised Repairer agrees that Your Property is uninhabitable.</p> <p>Please note that Your Tenant(s) will be responsible for paying the costs of the accommodation which will then be reimbursed by the Insurer as long as You provide all valid receipts within 30 days of the Emergency.</p>	

Section 3

Let Home Emergency Cover (optional cover)

(This section applies only if shown in the schedule)

GENERAL EXCLUSIONS APPLYING TO THIS SECTION

There is no cover for:

Claims arising before or within 7 days of this section starting

Any claim where the Emergency or event happened or was known about:

- a) before this section started; or
- b) within the first 7 days of the start date of this section.

Costs incurred and action taken which We have not authorised

- a) Any Emergency Assistance Costs incurred:
 - I. before We have been notified of a request for Emergency Repairs; and/or
 - II. which We have not authorised or for work which has not been carried out by an Authorised Repairer.
- b) Any action taken by You or the Tenant which We or the Authorised Repairer have not agreed to.

Wear and tear

Any claim for items or parts which need to be replaced as a result of natural wear and tear including, but not limited to, tap washers, light bulbs, fuses in plugs or the cost of updating essential services including re-wiring of internal electrics.

Failure to carry out Property maintenance

Any claim which would have been prevented through routine maintenance of Your Property including, but not limited to, servicing of the Main Source Of Heating and removing debris from guttering and drain pipes.

Failure to carry out remedial work or Permanent Repairs

Any claim where You or the Tenant have failed to carry out remedial work recommended to them or where an Authorised Repairer has carried out a Temporary Repair and an Emergency has recurred due to Your or the Tenant's failure to subsequently carry out a Permanent Repair.

Warranties, design faults and incorrect installations or repairs

Any Emergency Assistance Costs or Emergency Repairs which are:

- a) a result of a manufacturing or design defect, or maintenance, installation or repairs not carried out in accordance with the manufacturer's instructions or legal or regulatory requirements.

Unoccupied properties

Any claim where Your Property:

- a) has remained unoccupied for the last 30 days in a row unless You are actively seeking a Tenant to occupy it during this period; and/or
- b) is not occupied by anybody aged 18 or over when an Authorised Repairer arrives at Your Property to attend to an Emergency.

Damage caused during repairs and losses not directly covered

Any costs arising from:

- a) damage caused to Your Property as a result of an approved repairer having to gain access to Your Property or to access the source of the Emergency including, but not limited to, tracing leaking pipes behind walls or under floors (depending on the circumstances, the approved repairer will attempt to carry out Emergency Repairs but there is no cover under this section to reinstate Your Property to its original condition, although this may be covered under Your Landlords' buildings insurance);
- b) losses which are not directly covered by this section including, but not limited to, replacing damaged personal belongings or loss of earnings if the Emergency results in You or the Tenant having to take time off work.

Wilful acts

Any claim resulting from an act which is wilfully carried out and the outcome of which is consciously intended by You or the Tenant.

Health and safety and restricted access

Any claim which cannot be dealt with due to health and safety regulations or a risk to the safety of an approved repairer. This may include, but is not limited to, dangerous weather conditions or the discovery of a substance requiring specialist attention such as asbestos.

Mains utility services

Any claim arising from interruption, disconnection or failure of the mains electricity, gas or water supplies, however they are caused.

Section 3

Let Home Emergency Cover (optional cover)

(This section applies only if shown in the schedule)

Subsidence

Any claim arising from subsidence, heave or landslip.

War, terrorism, radioactive contamination and pressure waves

Any claim resulting directly or indirectly from or in connection with:

- a) war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
- c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

GENERAL CONDITIONS APPLYING TO THIS SECTION

You and the Tenant must keep to these conditions as failure to do so may lead to Us refusing a claim or cancelling this section (please refer to condition 8).

Your and the Tenant's obligations

You and the Tenant must:

- e) keep to the terms and conditions of this section;
- f) take all reasonable precautions to prevent a claim from occurring under this section and to avoid incurring any unnecessary costs;
- g) ensure that Your Property and its systems and equipment are maintained in a good state of repair and serviced in accordance with the manufacturer's instructions;
- h) co-operate fully with Us and the Authorised Repairer and provide honest and accurate information at all times;
- i) accept Our or the Authorised Repairer's decision on the most suitable method of Emergency Repairs or choice of replacement parts used to resolve the Emergency;
- j) ensure that a Permanent Repair is completed as soon as possible following a Temporary Repair in order to prevent an Emergency from recurring.

Our rights

We can:

- a) reclaim Emergency Assistance Costs from You if

Emergency Repairs are completed but it is subsequently established that the request for Emergency assistance was not covered by this section;

- b) pursue another party (other than You or the Tenant) to recover Emergency Assistance Costs paid by the Insurer if We believe that party to be responsible for causing the Emergency. In these circumstances, You must allow Us to take over and conduct any claim in Your name and You must also provide Us with any help and information We need.

Liability for additional costs and disruption in service

- a) The Insurer is only liable for Emergency Assistance Costs following an Emergency and any other costs subsequently incurred to complete a Permanent Repair or any other work carried out are not covered by this section and are subject to a separate agreement between You or the Tenant and another contractor (including an Authorised Repairer).
- b) We and an Authorised Repairer will make every effort to provide the Emergency assistance services described in this section but cannot be held responsible for any liability arising from a failure to provide these services in circumstances which are beyond Our or the Authorised Repairer's reasonable control, such as severe weather conditions.

Parts availability

- a) Where an Authorised Repairer does not carry the spare parts needed for Emergency Repairs, We or the Authorised Repairer will attempt to source replacement parts but cannot be held responsible for any delays in sourcing replacement parts which arise from circumstances beyond Our or the Authorised Repairer's control.
- b) In order to carry out Emergency Repairs, the spare or replacement parts used by the Authorised Repairer may not be from the original manufacturer and may not be a like-for-like replacement.

Other insurance and apportionment of costs

If any Emergency Assistance Costs covered by this section are also covered under an alternative insurance policy, or would have been covered if this section did not exist, the Insurer will only pay their share of these costs.

Disputes with Us

Section 3

Let Home Emergency Cover (optional cover)

(This section applies only if shown in the schedule)

If there is a dispute between You and Us over this section, which cannot be resolved through Our internal complaints handling process, You are entitled to seek a resolution through the Financial Ombudsman Service as long as You are eligible to complain.

Where the Financial Ombudsman Service cannot deal with that complaint, the dispute shall be referred to arbitration which is a formal and binding process where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The arbitrator will be chosen jointly by You and Us. If We are not able to agree on the appointment of an arbitrator with You, the President of the Chartered Institute of Arbitrators will decide.

The decision of the appointed arbitrator is binding and the arbitrator may require You or the Insurer to pay the costs.

Your cancellation rights

Within the cooling-off period

You can cancel this section, without giving any reason, within 14 days of its start date or within 14 days of receiving Your policy documents, whichever is later. If You wish to exercise this right, You must notify the person who sold You this section. You will be entitled to a full refund of premium paid as long as You or the Tenant have not made a claim under this section during the current Period Of Insurance.

Outside the cooling-off period

You can cancel this section at any other time, subject to providing the person who sold You this section with 7 days' notice but no refund of the premium paid will be given.

Our cancellation rights

a) General

We can cancel this section at any time, where there is a valid reason to do so, subject to providing You with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

- I. You or the Tenant have failed to co-operate with Us or an Authorised Repairer and this failure has significantly hindered Our ability to deal with a claim or administer this section;
- II. where We or an Authorised Repairer have reason to believe that Your Property is not being maintained to a good state of repair.

b) Fraudulent or dishonest claims

If We have evidence that You or the Tenant have made a fraudulent, dishonest or exaggerated claim, or have deliberately misled Us or the Authorised Repairer when presenting relevant information in support of a claim, We reserve the right to cancel this section from the date of the

alleged claim or misrepresentation and recover from You any costs paid in respect of that claim which the Insurer otherwise would not have paid.

If fraudulent activity or false or inaccurate information is identified, We may, at Our discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to the insurance under this section has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of the insurance under this section.

Choice of law and Acts of Parliament

- a) Unless otherwise agreed by Us in writing, the insurance under this section is governed by the laws applying to England and Wales.
- b) Any Acts of Parliament or Statutory Instruments referred to in this section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands and shall also include any subsequent amending or replacement legislation.

The Financial Services Compensation Scheme

The Insurer of this section is covered by the Financial Services Compensation Scheme (FSCS) and You may be entitled to compensation from the scheme if the Insurer cannot meet their obligations. This will depend on the circumstances of the claim.

Further information about the compensation scheme arrangements can be found on the FSCS website at www.fscs.org.uk

Section 4

Landlord Legal Protection & Rent Guarantee Optional Cover

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

This insurance is administered by Legal Insurance Management Ltd and underwritten by Royal and Sun Alliance Insurance plc.

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

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

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

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

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

IMPORTANT CONDITIONS

Prospects of Success

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

Proportional Costs

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

Duty of Disclosure

Consumer

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

Non-Consumer

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

Suspension of Cover

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

Section 4

Landlord Legal Protection & Rent Guarantee Optional Cover

(This section applies only if shown in the schedule)

DEFINITIONS	
Adviser	Our panel solicitor, their agents, an accountant or other appropriately qualified person, firm or company appointed by Us to act for You.
Advisers' Costs	Reasonable legal and accountancy fees incurred by the Adviser up to the hourly rate shown in Our fee scale ruling at the time the Adviser is instructed and disbursements essential to Your case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against You and paid on the standard basis of assessment.
Business Aspect Enquiry	An enquiry which takes place when an officer of HMRC issues a formal notice under Paragraph 24(1) Schedule 18 Finance Act 1998 or S9A or S12AC of the Taxes Management Act 1970 in order to make a Business Aspect Enquiry into only certain boxes on Your self-assessment Return (whether corporate or individual).
Business Full Enquiry	An enquiry into Your self-assessment tax return (whether corporate or individual) commenced by HMRC under Section 9A or 12AC of the Taxes Management Act 1970 or pursuant to paragraph 24 (i) of Schedule 18 of the Finance Act 1998.
Daily Rate	An amount equal to 1/250th of either of the following: a) If You are employed, the average of the amounts shown on Your payslips from Your employer during the last 12 months (excluding bonus payments and overtime); or b) If You are self-employed, the monthly average of the income You declared to HM Revenue & Customs for the previous tax year
Data Protection Legislation	The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the Insured Event
Deposit	The sum of money collected from the Tenant in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) in respect of a Tenancy Agreement to which it applies and held by You or Your agent as an indemnity for losses incurred by You arising from the Tenant failing to perform his obligations set out in the Tenancy Agreement. A minimum amount equal to one month's Rent must be retained as the Deposit.
Dilapidations	A full and detailed inventory of Your contents and their condition within the Insured Property which has been signed by the Tenant.
Inventory	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.
Disclosure Breach	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.
Excess	The amount that You are required to pay towards any claim. Tax Disputes (Aspect Enquiries): £200 Rent Guarantee: An amount equal to two months Rent. All other sections: Nil
Guarantor	The individual or organisation assigned to the Tenancy Agreement that has received a Tenant Reference and provided a financial guarantee of the Tenant's performance of his obligations under the Tenancy Agreement.
HMRC	HM Revenue and Customs in the United Kingdom.

Section 4

Landlord Legal Protection & Rent Guarantee Optional Cover

(This section applies only if shown in the schedule)

DEFINITIONS	
Insured Event	<p>The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.</p> <p>Tax</p> <p>In accountancy matters the Insured Event arises on the date that You or Your Professional Adviser are contacted either verbally or in writing, by the relevant department of HMRC advising You of either dissatisfaction with Your returns, or amounts paid, or notice of intention to investigate.</p> <p>For the purposes of the Maximum Amount Payable, only one Insured Event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.</p>
Insured Property	The Insured Property shown in the Insurance schedule and declared to Insurers.
Insurers	This insurance is administered by Legal Insurance Management Ltd and underwritten by Royal and Sun Alliance Insurance plc
Legal Action	The pursuit of civil legal cases for damages or injunctions and the defence of criminal prosecutions.
Maximum Amount Payable	<p>The Maximum Amount Payable in respect of an Insured Event</p> <p>Tax Disputes (Aspect Enquiries Only): £2,000 any one claim</p> <p>Rent Guarantee: £2,500 per month up to a maximum of 6 months</p> <p>All other sections: £100,000</p>
Mediation Service	The independent mediation service provided and paid for by Us.
Period of Insurance	The Period of Insurance shown in the insurance schedule.
Rent	The monthly amount payable by the Tenant to You as set out in the Tenancy Agreement.
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a specialist panel solicitor or their agents.

Section 4

Landlord Legal Protection & Rent Guarantee Optional Cover

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

DEFINITIONS	
Tenancy Agreement	<p>A Tenancy Agreement between You and the Tenant in relation to the Insured Property which is:-</p> <ul style="list-style-type: none"> a) an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the Territorial Limits, or b) a Company Residential Tenancy (Company Let) created after 28th February 1997 where the Tenant is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the Territorial Limits and the Insured Property is let purely for residential purposes of the Tenant's employees and their family, or c) a written common law residential Tenancy Agreement created after 28th February 1997 between individuals where the Rent is in excess of £100,000 per annum or its equivalent outside of England and Wales but within the Territorial Limits, and which is:- <ul style="list-style-type: none"> I. Appropriate for the tenancy; and II. Where relevant, signed and independently witnessed by You, the Tenant(s) and if required as a condition of the Tenant Reference, the Guarantor; and III. Free from any unreasonably restrictive covenants <p>The Tenancy Agreement must be for a fixed term of no more than 12 months or if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months.</p>
Tenancy Period	The period of the tenancy unless notice to terminate the tenancy was issued by the landlord or Tenant prior to any breach of the terms of the Tenancy Agreement by the Tenant, in which case the Tenancy Period will end at expiry of such notice.
Tenant	The occupier of the Insured Property named in the Tenancy Agreement as the Tenant and who has received a Tenant Reference confirming that he/she can, solely or jointly with another Tenant or other Tenants, afford to cover the cost of the Rent in full.
Tenant Reference	<p>1. A credit check against the tenant and any guarantor, obtained from a licenced credit referencing company showing:</p> <ul style="list-style-type: none"> a) No County Court Judgments in the past 3 years. b) No outstanding County Court Judgments. c) The tenant's financial ability to meet the rent commitment, or the guarantor's financial ability to meet the rent commitment if applicable. d) That it is appropriate in the circumstances following receipt of the outcome of the credit check to grant a tenancy agreement to the tenant. <p>2. Copies of two forms of identification, one of which must contain a photograph where the tenant is an individual.</p>
Territorial Limits	The United Kingdom of Great Britain and Northern Ireland
We/Us/Our	Legal Insurance Management Ltd who administer claims under this insurance on behalf of the Insurers.
You / Your	The individual or organisation shown in the insurance schedule as the policyholder and defined in the Tenancy Agreement as the 'Landlord' who has paid the premium and been declared to Insurers. If You die Your personal representatives will be covered to pursue cases covered by this insurance on behalf of You that arose prior to Your death.

Section 4

Landlord Legal Protection & Rent Guarantee Optional Cover

(This section applies only if shown in the schedule)

What is insured	What is not insured
<p data-bbox="34 300 157 320">Tenant Eviction</p> <p data-bbox="34 331 488 432">You are covered for Advisers' Costs to pursue Legal Action against a Tenant or Guarantor to recover possession of the Insured Property where the Tenant fails to perform his obligations set out in the Tenancy Agreement relating to the rightful occupation of the Insured Property.</p> <p data-bbox="34 475 521 517">Where required by Us or the law, You must attempt in good faith to settle the claim using the mediation service.</p>	<p data-bbox="527 300 589 320">Claims</p> <ul data-bbox="527 341 1080 1430" style="list-style-type: none">a) Where You fail to provide evidence that You successfully completed a Tenant Reference on the Tenant (and Guarantor if required) prior to the start of the Tenancy Agreement or where the Tenancy Agreement started more than 31 days after the Tenant Referenceb) Arising from or connected to Your performance of Your obligations under the Tenancy Agreementc) Arising from dilapidations unless the missing or damaged items were contained within a Dilapidations Inventoryd) Falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within the Territorial Limitse) Relating to the payment or non-payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended) or any equivalent Act outside of England and Wales but within the Territorial Limitsf) Where the eviction of the Tenant is dealt with by a notice issued by the Home Officeg) Where the Insured Property is not solely residentialh) Where the Tenant is not aged 18 years or overi) Where You have allowed the Tenant into possession of the Insured Property before the Tenancy Agreement has been signed by all parties, a Tenant Reference has been obtained, the first month's Rent and the Deposit have been received in cash or cleared funds and the Dilapidations Inventory has been signed by the Tenantj) Where You have failed to keep full and up to date rental records or have allowed the Tenancy Agreement to be transferred to any other individual or organisation unless all other terms of the insurance have been complied withk) If You or Your agent gave any false or misleading information when You applied for the Tenant Referencel) Where the Tenant received a Tenant Reference subject to a Guarantor and the Guarantor was not correctly assigned to the Tenancy Agreementm) Where You are in breach of any rules, regulations or Acts of parliament relating to the Depositn) In relation to dilapidations by the Tenant to the Insured Property or its contents where You have a policy of insurance that covers the dilapidationso) Relating to any occupant of the Insured Property over the age of 18, other than the Tenantp) Where Advisers' Costs have been incurred as a result of Your failure to follow the advice of the Adviser or arising from Your failure to take any action recommended by Us or the Adviser to recover possession of the Insured Property as promptly as possible

Section 4

Landlord Legal Protection & Rent Guarantee Optional Cover

(This section applies only if shown in the schedule)

What is insured	What is not insured
<p>Breach of Tenancy Agreement</p> <p>You are covered to pursue Legal Action to recover possession of the Insured Property from anyone occupying it without Your permission.</p>	
<p>Property Infringement</p> <p>Legal Action for nuisance or trespass against the person or organisation infringing</p> <p>Your legal rights in relation to the Insured Property.</p> <p>The nuisance or trespass must have commenced at least 180 days after You first purchased this insurance.</p>	<p>Claims arising from a dispute relating to a Tenancy Agreement or any other lease or licence to occupy property or land</p>
<p>Property Damage</p> <p>Advisers' Costs to pursue Your legal rights for financial compensation for damages against a person or organisation that causes physical damage to the Insured Property. The damage must have been caused after You first purchased this insurance.</p>	
<p>Legal Defence</p> <p>You are covered for Advisers' Costs to defend civil or criminal proceedings in respect of any act or omission, or alleged act or omission, by You arising out of Your ownership or management of the Insured Property.</p>	<p>Claims arising from something You have done, knowing it to be wrongful or ignoring that possibility.</p>
<p>Health and Safety Prosecutions</p> <p>You are covered for Advisers' Costs to defend criminal prosecutions brought against You in relation to the Insured Property under:</p> <ul style="list-style-type: none">I. The Gas Safety (Installation and Use) Regulations 1994II. The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993III. The Electrical Equipment (Safety) Regulations 1994 <p>and later amending regulations or their equivalent outside of England and Wales but within the Territorial Limits.</p> <p>You must take all reasonable steps to comply with the Regulations and keep evidence of compliance.</p>	<p>Claims arising from something You have done, knowing it to be wrongful or ignoring that possibility</p>

Section 4

Landlord Legal Protection & Rent Guarantee Optional Cover

(This section applies only if shown in the schedule)

What is insured	What is not insured
<p>Rent Guarantee (Optional Cover)</p> <p>You are covered for Rent owed by a Tenant under a Tenancy Agreement in relation to the Insured Property up to the Maximum Amount Payable, where the Insured Event occurs during the Period of Insurance and You, where appropriate, are pursuing a claim against the Tenant to evict them from the Insured Property.</p>	<p>Claims where any of the relevant terms and conditions have not been met by You and/or You do not have a valid claim under Tenant Eviction.</p> <p>Rent is only payable:-</p> <ul style="list-style-type: none">a) For arrears occurring during the Tenancy Period, andb) Whilst the Tenant (including any unauthorised occupant) remains in occupation of the Insured Property andc) Up to the Maximum Amount Payable <p>After vacant possession is gained Rent claim payments will cease to be payable.</p> <p>Rent Claims Payments:</p> <ul style="list-style-type: none">a) Rent will be paid monthly in arrears at a rate of 1/30th for each continuous day that it is in arrears.b) If the Tenant is applying for Housing Benefit and has provided their housing benefit application reference number, Rent will not be paid until the outcome of the Housing Benefit claim is known. If the Tenant's Housing Benefit claim is rejected, Rent will be paid under the Insurance backdated to the date that You could first claim. There is no cover under the insurance for any shortfall between the amount paid to the Tenant as Housing Benefit and the Rent. You or Your managing agent must notify the Benefits Office of their interest.c) If the Deposit is more than the Excess, the cover under the insurance will pay Rent arrears after deduction of the balance of the Deposit. If the balance of the Deposit is subsequently required to meet the cost of dilapidations, this will be paid to You.d) A minimum of £250 must be in arrears before any claim payments are made.

Section 4

Landlord Legal Protection & Rent Guarantee Optional Cover

(This section applies only if shown in the schedule)

What is insured	What is not insured
<p>Jury Service</p> <p>We will pay a Daily Rate for the duration You are off work while attending jury service for each whole day of such attendance providing these costs are not recoverable from Your employer or the court.</p> <p>We will pay 50% of the Daily Rate for each additional half day You are off work while attending jury service providing these costs are not recoverable from Your employer or the court.</p>	
<p>Probate</p> <p>Costs to pursue legal proceedings within the Territorial Limits by You in respect of a probate dispute involving the will of Your deceased parents or grandparents, children, step-children or adopted children where You are contesting a will as a named beneficiary or as a member of a class of beneficiaries with an immediate interest.</p>	<p>Claims in respect of any dispute or costs where a will has not been previously made or concluded or cannot be traced.</p>

Section 4

Landlord Legal Protection & Rent Guarantee Optional Cover

(This section applies only if shown in the schedule)

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

Legal & Tax Helpline

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

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

Simply telephone 01384 399997 and quote "Uinsure – Landlord's Legal Expenses".

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

Section 4

Landlord Legal Protection & Rent Guarantee Optional Cover

(This section applies only if shown in the schedule)

GENERAL EXCLUSIONS

There is no cover:-

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

There is no cover for any claim arising from:-

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

Contracts (Rights of Third Parties) Act 1999

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

Section 4

Landlord Legal Protection & Rent Guarantee Optional Cover

(This section applies only if shown in the schedule)

GENERAL EXCLUSIONS

Cancellation

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

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

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

Claims

- a) You must report claims as soon as possible within 180 days of the Insured Event other than in relation to sections of cover Tenant Eviction and Rent Guarantee where claims must be submitted within 45 days of the Insured Event, by completing and submitting the claim form with all relevant information.
- b) If Rent is overdue the Tenant and any Guarantor must be contacted within seven days to establish the reason for the default. If the Rent is not paid within a further seven days the Tenant and any Guarantor must be contacted again. If the Tenant/Guarantor cannot be contacted, and it is lawful to do so, You or Your agent must serve notice of a requirement to undertake an inspection in accordance with Your rights within the Tenancy Agreement and visit the Insured Property. You should seek legal advice if You are unsure that such an inspection is lawful.
- c) You and Your agent must act promptly to gain vacant possession of the Insured Property and recover Rent arrears.
- d) In the event of a claim You or Your agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the Tenant has vacated the Insured Property.
- e) You and/or Your agent must attend any court hearing in relation to an Insured Event if requested to do so by Us or the Adviser. Failure to attend will result in all cover under

this insurance being withdrawn with immediate effect and no further claim payments being made.

- f) We may investigate the claim and take over and conduct the Legal Action in Your name. Subject to Your consent which shall not be unreasonably withheld We may reach a settlement of the Legal Action.
- g) We, on behalf of Insurers have the right under subrogation to pursue Legal Action against the Tenant or any Guarantor to recover Rent and Advisers' Costs.
- h) You must supply at Your own expense all of the information which We reasonably require to decide whether a claim may be accepted. If court proceedings are required and You wish to nominate an alternative Adviser to act for You, You may do so. The Adviser must represent You in accordance with Our standard conditions of appointment available on request.
- i) The adviser will:-
 - I. Provide a detailed view of Your prospects of success including the prospects of enforcing any judgment obtained.
 - II. Keep Us fully advised of all developments and provide such information as We may require.
 - III. Keep Us regularly advised of Advisers' Costs incurred.
 - IV. Advise Us of any offers to settle and payments in to court. If contrary to Our advice such offers or payments are not accepted there shall be no further cover for Advisers' Costs unless We agree in Our absolute discretion to allow the case to proceed.
 - V. Submit bills for assessment or certification by the appropriate body if requested by Us
- j) In the event of a dispute arising as to Advisers' Costs, We may require You to change Adviser.
- k) Insurers shall only be liable for costs for work expressly authorised by Us in writing and undertaken while there are prospects of success.
- l) You shall supply all information requested by the Adviser and Us.
- m) You are liable for any Advisers' Costs if You withdraw from the Legal Action without Our prior consent. Any costs already paid by Us will be reimbursed by You.
- n) Any monies recovered from the Tenant or Guarantor will be retained by Us to pay for any Advisers' Costs or Rent that has been paid by Insurers under this insurance.

Section 4

Landlord Legal Protection & Rent Guarantee Optional Cover

(This section applies only if shown in the schedule)

Disputes

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

Disclosure Breach

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

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

Fraud

In the event of fraud, We:

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

Prospects of Success

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

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

English Law

This contract is governed by English Law.

Language

The language for contractual terms and communication will be English.

Change in Law

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

Section 4

Landlord Legal Protection & Rent Guarantee Optional Cover

(This section applies only if shown in the schedule)

CUSTOMER SERVICES INFORMATION

How to make a claim

Claims must be notified to the Claims Line within 180 days of the Insured Event other than in relation to sections of cover Tenant Eviction and Rent Guarantee where claims must be submitted within 45 days of the Insured Event. Failure to notify the claim within this time will invalidate the insurance cover.

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

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

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

Claims Line

You should telephone 01384 399997 and quote "Uinsure – Landlord's Legal Expenses".

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

What happens next?

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

Any Rent arrears covered under the insurance will generally be paid within 21 days from the end of the rental month they became due. You may be required to complete a continuation claim form before each Rent claim payment is made.

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

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

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

Privacy and Data Protection Notice

Royal & Sun Alliance Insurance plc Privacy Policy

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. You can view our full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If you're unable to access the link or have any questions or comments about our privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA.

You can also email Us at crt.halifax@uk.rsagroup.com

Legal Insurance Management Ltd Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer your insurance policy and meet our contractual requirements under the policy.

It is important to LIM that you are clear on what information we collect and why we collect it. You can withdraw your consent at any point by notifying LIM, however if you have an on-going claim this may affect continued cover under your policy. Should your data need updating, this can also be done at any point by contacting LIM.

Section 4

Landlord Legal Protection & Rent Guarantee Optional Cover

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

To view our full privacy notice, you can go to <https://www.legalim.co.uk/Policyholder-privacy-notice> or request a copy by emailing us at dataprotection@legalim.co.uk. Alternatively, you can write to us at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands DY5 1XF

Customer service

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

Our contact details are:

Legal Insurance Management Ltd
1 Hagley Court North
The Waterfront
Brierley Hill
DY5 1XF

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel 08000 234 567

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

Compensation

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

Privacy Notice

As an insurance product provider, **we** will need to collect personal information about **you**, and possibly **your** family, to arrange and administer **your** policy, and to handle any claims that **you** may make.

Your right to privacy is important to **us** and **we** are committed to keeping it protected. This Privacy Notice which will explain how **we** use the personal information **we** collect about **you** and how **you** can exercise **your** data protection rights. This Privacy Notice will help **you** understand the following:

How do we collect your personal information?

There are a number of ways in which **we** may collect **your** personal information.

If **you** have received a quote or purchased this policy from a financial adviser, **your** financial adviser will have provided **us** with **your** personal information on **your** behalf.

We may also collect personal information directly from **you**:

- via enquiry, registration and claim forms;
- via feedback forms and forums;
- when **you** purchase any of **our** products or services;
- when **you** fill out a survey, or vote in a poll on **our** website;
- through quotes and application forms;
- via **our** telephone calls with you, which may be recorded;
- when **you** provide **your** details to **us** either online or offline; and
- through **our** use of cookies. **You** can find out more about this in **our** cookies policy which can be found at www.uinsure.co.uk.

We may also collect **your** personal information from:

- publicly available sources of information, such as social media and networking sites;
- third party databases made available to the insurance industry, as well as databases where **you** have given **your** permission to share information with a third party like **us**;
- credit reference agencies; and
- any other policyholders or anybody authorised by **you** to provide **us** with **your** personal information.

What personal information do we collect?

The information **we** collect will depend on the type of insurance policy that **you** wish to receive a quote for and whether or not **you** purchase the policy. Below are the

types of information that **we** would typically collect from you:

- contact details such as **your** name, email address, postal address and telephone number;
- details of any other persons included on **your** policy;
- identification information such as **your** date of birth;
- financial information such as bank details, credit card details and information obtained as a result of any credit checks that **we** may undertake;
- information relevant to **your** insurance policy such as details about **your** property, previous insurance policies or claims;
- information relevant to **your** claim or **your** involvement in the matter giving rise to a claim;
- information about the nature of **your** business and commercial assets;
- **your** marketing preferences; and
- any other information that **we** may ask **you** or that **you** provide to **us**.

In certain circumstances **we** may also use information about **your** health but **we** will only do this where allowed by law or if **you** give **us** **your** consent.

How do we use your personal information?

We will use **your** personal information to:

- assess **your** application or renewal for an insurance quote;
- submit **your** application to **our** panel of insurers to enable them to provide **you** with a quote;
- verify the information provided;
- confirm **your** identity;
- assess **your** financial standing;
- prevent fraud;
- complying with **our** legal or regulatory obligations;
- improve **our** products, services, training and security;
- resolve any complaints **you** may have;
- administer and maintain **your** policies;
- assist **you** with claims and enquiries;
- maintain **your** insurance records; and
- facilitate **our** quality and compliance monitoring.

Privacy Notice

Legal grounds for processing your personal information

Data protection laws require **us** to meet certain conditions before **we** are allowed to use **your** personal information in the manner described in this Privacy Notice. To use **your** personal information, **we** will rely on one or more of the following grounds:

- Performance of contract: **We** need to use **your** personal information in order to provide **you** with the policy (which is a contract of insurance between **you** and **us**), and perform **our** obligations under it (such as making payments to **you** in respect of a claim made under the policy);
- Consent: In certain circumstances, **we** may need **your** consent unless authorised by law in order to use personal information about **you** which is classed as "special categories of personal data"

You will always be given a choice over the use of **your** personal data for marketing purposes.

- Necessity to establish, exercise or defend legal claims: If **you**, or **we**, bring a legal claim against the other, **we** may use **your** information in either establishing **our** position, or defending **ourselves** in relation to that legal claim ;
- Compliance with a legal obligation: Where laws or regulations may require **us** to use **your** personal information in certain ways; and
- Legitimate Interests: **We** will also process **your** personal information where this processing is in **our** "legitimate interests". When relying on this condition, **we** are required to carry out a balancing test of **our** interests in using **your** personal information (for example, carrying out market research), against the interests **you** have as a citizen and the rights **you** have under data protection laws. The outcome of this balancing test will determine whether **we** can use **your** personal information in the ways described in this Privacy Notice. **We** will always act reasonably and give full and proper consideration to **your** interests in carrying out this balancing test.

Automated decision making

Before **we** can offer **you** an insurance product or service, **we** may need to conduct the following activities, which involve automated (computer based) decision-making:

- Pricing and underwriting – this process calculates the insurance risks based on the information that **you** have supplied. This will be used to calculate the premium **you** will have to pay;
- Credit Referencing – using the information given, calculations are performed to evaluate **your** credit rating. This rating will help **us** to evaluate **your** ability to pay for the quoted products and services; and
- Automated Claims – some small claims may qualify for automated processing, which will check the information **you** provide, resulting in a settlement or rejection of **your** claim.

The results of these automated decision-making processes may limit the products and services **we** can offer **you**. If **you** do not agree with the result, **you** have the right to request that **we** perform a manual reassessment using the same information that **you** originally provided.

Who may we share your personal information with?

We may share **your** personal information with:

- **your** relatives or, guardians (on **your** behalf where **you** are incapacitated or unable) or other people or organisations associated with **you** such as **your** financial adviser or **your** lawyer;
- other insurers, business partners, agents or carefully selected third parties providing a service to **us** or on **our** behalf, such as processing **our** mail, communicating with customers on **our** behalf, providing IT systems and administrative services, claims handling services and the development and improvement of **our** internal systems;
- credit reference agencies which **we** may use to check **your** credit history. Any checks completed by **us** when calculating a quotation are only visible to **you** (if **you** request a copy of **your** credit file at the credit reference agencies) and are not visible to other organisations. This type of credit reference check will not affect **your** credit file;
- premium finance companies should **you** choose to spread the cost of **your** policy into monthly instalments. Premium finance companies may use a credit reference agency to check **your** credit history and assess **your** application for credit. These searches may be visible to other organisations and could affect **your** credit file. Premium finance companies may also report the payment history of **your** account with them to credit reference agencies;
- organisations that have a specific role laid out in law, such as statutory bodies, regulatory authorities and other authorised bodies;
- other organisations where **we** have a duty to or are permitted to disclose **your** personal information by law, for example if **we** received a valid request from the police or other third party organisation in the interest of preventing and detecting crime;
- fraud prevention agencies and operators of registers available to the insurance industry to check information and prevent fraud;
- third parties **we** use to recover money **you** may owe **us** or to whom **we** may sell **your** debt;
- another company, if **our** business or part of it is bought or taken over by that company to make sure **your** insurance policy can continue to be serviced or as part of preliminary discussions with that company about a possible sale or take over;
- other companies or brands within the Uinsure group, for example, where **we** are unable to provide **you** with an

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insurance product **we** will check whether they have an insurance product, which may suit **your** needs;

- other companies when **we** are trialling their products and services which **we** consider may improve **our** services to **you** or **our** business processes; or
- other third parties if **you** have given **us** **your** permission to do so, or there is sufficient reason to believe they are acting on **your** behalf.

Sometimes **your** personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. **We** will take all reasonable steps to ensure that **your** personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain “transfer mechanisms” such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If **you** would like further information please contact **us**.

How long will we keep your information?

We will only keep **your** personal information for as long as reasonably necessary to fulfil the relevant purposes set out in this Privacy Notice and in order to comply with **our** legal and regulatory obligations. The time period **we** retain **your** personal information for will differ depending on the nature of the personal information and what **we** do with it. How long **we** keep personal information is primarily determined by **our** regulatory obligations. **We** typically keep quote information for 3 years, and policy and claims records for up to 7 years from the end of **our** relationship with **you**. In some cases, such as if there is a dispute or a legal action **we** may be required to keep personal information for longer.

Your rights

You have a number of rights concerning the personal information **we** use. **You** may request that we:

- provide **you** with details of the personal information **we** hold about **you**.

All requests are free of charge, although for requests for the provision of personal information **we** hold about **you** **we** reserve the right to charge a reasonable administrative fee where, **we** believe an excessive number of requests are being made. Wherever possible, **we** will respond within one month from receipt of the request, but if **we** do not, **we** will notify **you** of anticipated timelines ahead of the one month deadline.

Your personal information can be provided in a structured, commonly used, machine readable form when asked;

- correct inaccurate or incomplete personal information held about you;
- erase **your** personal information where **you** believe it is no longer required;

- restrict the processing of **your** personal information. **You** have the right to ask that **we** suppress processing **your** personal information. **We** will continue to store **your** personal information but will no longer process it;
- stop **your** personal information from being used for profiling, direct marketing or research purpose;
- **You** have rights in relation to automated decision making and profiling, to reduce the risk that a potentially damaging decision is taken without human intervention; and
- perform a manual reassessment using the same information that **you** originally provided if **we** have used automated decision making and profiling and this is likely to be potentially damaging.

Please note, in some cases even when **you** make a request concerning **your** personal information, **we** may not be required, or may not be able, to honour it, as this may result in **us** not being able to fulfil **our** legal and regulatory obligations, or there is a minimum statutory period of time for which **we** have to keep **your** information. If this is the case, **we** will let **you** know **our** reasons.

To make a request, please write to **us** at Uinsure Limited, PO Box 5524, Manchester, M61 0QR.

To ensure that **we** do not disclose **your** personal information to someone who is not entitled to it, when **you** are making the request **we** may ask **you** to provide **us** with **your** name, address, date of birth, policy number(s) and a copy of **your** photo identification.

Further information

If **you** require further information on, or wish to complain about, the way that **we** use **your** personal information, please write to **us** at Uinsure Limited, PO Box 5524, Manchester, M61 0QR.

If **you** believe **we** have not complied with **our** obligations in relation to the handling of **your** personal information **you** have a right to submit a complaint to the Information Commissioner. For further information please visit <https://ico.org.uk/global/contact-us/>

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 or concerns about **your** policy **you** should in the first instance contact **Uinsure**, PO Box 1189, Doncaster, DN1 9RP or call **Uinsure** on 0330 102 6047.

If **you** have any questions or concerns 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 0330 102 6047 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 appropriate **we** will pass **your** complaint on to **your** insurer as detailed on **your** **Schedule**.

If **your** **Schedule** details **your** insurer as a Lloyd's underwriter **you** may also refer **your** complaint to Complaints, Lloyd's, One Lime Street, London, EC3M 7HA.

Tel No: 020 7327 5693 Fax No: 020 7327 5225
e-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If your complaint relates to Section 3 - Let Home Emergency Cover, please contact the Customer Service Department at Legal Protection Group Limited, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ. Alternatively you can email your complaint to complaints@legalprotectiongroup.co.uk or phone 0333 700 1040 (lines are open Monday to Friday 9am to 5pm)

If your complaint relates to Section 4 – Landlords Legal and Rent Guarantee Cover, please contact Legal Insurance Management Ltd, 1 Hagley, Court North, The Waterfront, Brierley Hill, DY5 1XF

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.

Financial Ombudsman Service

If **you** remain dissatisfied after **your** insurer or Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service.

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**.

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

Tel No: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

The European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service please go to : <http://ec.europa.eu/odr>

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.

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Uinsure Customer Services
PO Box 1189
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0330 102 6047

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