INSURE

Landlord Insurance

Policy Wording Booklet.

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Landlord Insurance 2015-2025

EXPERT RATED

Important: Please read and keep safe.

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Your policy explained

We have designed our landlord insurance policy to cover you against the unexpected. However, like all insurance policies, there are limits to what we will cover and what we will not.

Here is a brief overview of the main things that your policy will pay out for. **You** will find the full details later in this document.

Buildings insurance

Some of the main reasons customers make a claim on their buildings insurance include:

- Their let property has been damaged by a storm, a fire or leaking water.
- Loss of rent as a result of their let property being rendered uninhabitable following loss or damage caused by an insured peril.

Landlords Contents insurance

Some of the main reasons customers make a claim on their contents insurance include:

- Their furnishings at the let property have been stolen.
- Their carpets or other furnishings have been accidentally damaged.

Some of the main reasons we will not pay a claim are:

The damage was due to general wear and tear, poor design or workmanship.

The claim was for accidental damage, but the customer had not bought the additional accidental damage cover.'

Your property has become unoccupied for more than 60 days in a row and you have not made us aware.

Wear & tear

Almost everything in your let property will suffer from general wear and tear over time. **You** can extend the lifetime of your property and the possessions inside it by taking care of them and maintaining them. So, for example, from time to time it would be worth having your roof checked for missing or cracked tiles and making sure any exposed pipework is insulated to protect against freezing.

If you look after your property and something unexpected happens, that's when your insurance should be there to help. However, if for example, your roof leaks because you have not looked after it, that is when we may not be able to pay a claim.

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 during the period of insurance. It also details the procedures to follow should you need to make a claim and outlines what the policy does not cover.

Please read this alongside your policy 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.

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 or difficulties please call us on 0330 102 6047.

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.

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.

You may cancel your policy any time after the cooling-off period by writing to Uinsure, Customer Services, PO Box 1189, Doncaster, DN1 9RP or emailing customers@uinsure.co.uk. As long as you have not made a claim, we will refund you for the time that was left on your policy, but not for the policy administration fee. If any claim has been made during the period of cover provided, you must pay the full annual premium and you will not be entitled to any refund.

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

Hopefully you will never need us, but if you do make a claim we promise to deal with it as quickly as possible, leaving you one less thing to worry about.

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

Changing Your Policy If you require braille or large print documents please contact us.	**0344 844 3844**
BTL/Landlord Insurance Claims	**See Policy Schedule**
BTL/Landlords Home Emergency Claims	**0330 175 9579**
BTL/Landlords Legal Protection & Rent Guarantee Claims	**0330 912 8861**

Definitions

Throughout this policy there are certain words printed in bold. These words have special meanings which are shown below on pages 4-6.

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

Accidental damage
Unexpected and unintended damage caused by something sudden and external.

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

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

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

Cyber Incident
The words **Cyber Incident** shall mean:

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

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

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

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

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

Domestic Staff

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

Endorsement

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

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

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

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

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

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

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

Incident
Any event that might lead to a claim.

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

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

Landlords contents are only covered if:

Definitions

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

Landslip
Downward movement of sloping ground.

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

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

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

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

Motor Vehicles

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

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

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

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

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

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

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

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

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

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

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

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

Definitions

Storm

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

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

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

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

Tenancy Agreement
A **Tenancy Agreement** in writing made between **you** or **your** letting agents and management companies and / or 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

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 Any other residential tenancy as agreed by **us** in writing. This definition excludes the subletting of **your property**.

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

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

United Kingdom
Great Britain and Northern Ireland.

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

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: 1st Floor, Premier House, Carolina Court, Doncaster, South Yorkshire, England, DN4 5RA

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

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

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

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

How to make a claim

Before You Make a Claim
If something has been stolen, or **your property** has been damaged by a riot or vandalism, malicious damage or theft, **you** must start by calling the Police.

It is really important that **you** do not throw away any damaged items until **we** say so.

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

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

If you need to make a claim refer to your policy schedule.

Landlord Legal Expenses & Rent Guarantee Optional Cover
If **you** are claiming for legal assistance or to make a claim under Rent Guarantee, please phone 0330 912 8861 between the hours of 9.00am and 5.00pm, Monday to Friday.

Let Home Emergency Optional Cover
If **you** or the **tenant** are claiming for let **home** emergency, please phone 0330 175 9579. This helpline is open 24 hours a day, 365 days a year. All calls are recorded for training purposes. Please refer to the claims guidelines under 'IF **YOU** NEED TO MAKE A LET **HOME** EMERGENCY CLAIM' on page 30 and have ready **your** policy number (where known) which is noted on **your** Landlord Insurance **schedule**.

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

- Repair
- Replace as new
- Rebuild
- Payment

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

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

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

whichever is the lowest.

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

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

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

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

- Under section 1 - **Buildings**, the **maximum claim limit** must be enough to fully rebuild **your property**, including the cost of demolishing any existing structures (if needed) and removing debris.
- Under section 2 - **Landlords contents**, the **maximum claim limit** must be enough to replace all the **landlords contents** of **your property** with new items of the same or nearest equivalent quality and type.

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

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

  If, however, the correct **maximum claim limit** is shown to exceed **our** acceptance terms and criteria this could affect the validity of **your** policy. For example, **we** may refuse to pay **your** claim.
- If, at the time of any loss or damage, the **landlords contents maximum claim limit** is not enough to replace the entire **landlords contents** of **your property** as new, **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **maximum claim limit**. For example, if the premium **you** have paid for **your landlords contents** insurance is equal to 75% of what **your** premium would have been if **your landlords contents maximum claim limit** was

enough to replace the entire **landlords contents** of **your property** as new, then **we** will pay up to 75% of any claim made by **you**.

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

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

This loss of value is not covered by the policy.

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

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

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

What is not covered

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

The policy does not cover the following.

1) Any loss or damage (including related cost or expense) caused by any act of terrorism whether or not any other cause or event contributes at the same time. For the purpose of this exclusion, an act of terrorism means using or threatening to use:

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

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

2) Any action taken to control or prevent terrorism.

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

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

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

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

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

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

6) Property covered more specifically by another insurance policy.

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

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

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

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

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

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

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

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

15) Sublet properties.

What is not covered

16) **Disease Exclusion**

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

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

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

i) fire, lightning, explosion, impact of aircraft

ii) vehicle impact, sonic boom

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

iv) riot, civil commotion, malicious damage

v) **storm**, hail

vi) **flood** inundation

vii) earthquake

viii) landslide, **subsidence**

ix) pressure of snow, avalanche

x) volcanic eruption

17) **Cyber and Data Exclusion**

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

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

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

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

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

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

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

18) **Asbestos Exclusion**

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

19) **Contracts (Rights of Third Parties) Act 1999**

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

Section 1

Buildings

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

What is insured	What is not insured
Your buildings are covered under this section.	The **excess** shown in the **schedule** for every **incident**.
The most we will pay The most **we** will pay for loss of or damage to the **buildings** is the **maximum claim limit** shown in the **schedule**. **The causes covered** The **buildings** identified in the **schedule** are covered for loss or damage caused by any of the following:	
1) Fire, smoke, explosion, lightning or earthquake.	1) Loss or damage caused by smog, industrial or agricultural output. Smoke damage arising gradually or of repeated exposure.
2) **Storm** or **flood**.	2) Loss or damage: • to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates, hedges and fences, swimming pools, tennis courts; • caused by frost; • caused by rising water table levels; or • caused by **subsidence**, **heave** or **landslip** other than as covered under cause 8 of Section 1 - **Buildings**.
3) Escape of water or oil from and frost damage to any fixed water or heating installation, apparatus and pipes.	3) Loss or damage: • whilst the **buildings** are **unoccupied** for 60 days or more; • to the apparatus and/or pipes from which water and/or oil has escaped; • that has been happening gradually over a period of time; or • caused by **subsidence**, **heave** or **landslip** other than as covered under cause 8 of Section 1 - **Buildings**. The policy **excess** for escape of water as shown in the **schedule**.

Section 1

Buildings

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

What is insured	What is not insured
Your buildings are covered under this section.	The **excess** shown in the **schedule** for every **incident**.
4) Theft or attempted theft.	4) Loss or damage whilst the **buildings** are **unoccupied** for 60 consecutive days or more. By **you**, any **tenant** or person lawfully on the **property**. Theft or attempted theft not caused by violent and forcible entry or exit, unless deception is used solely to gain entry to **your property**.
5) The **buildings** being hit by: • aircraft or other flying objects, or anything dropped from them; • fireworks; • vehicles, trains or trams; • falling aerials, masts or satellite dishes; • falling trees or branches; • animals or birds; or • lamp posts or telegraph poles.	5) Loss or damage: • caused by pets; • to aerials, aerial fittings, satellite dishes or masts; • arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged **your buildings**; or • to hedges, gates and fences.
6) Riot, civil commotion, labour and political disturbances.	6) Loss or damage that is not reported to the police within twenty one days of the damage occurring.
7) Malicious damage or vandalism.	7) Loss or damage: • whilst the **buildings** are **unoccupied** for 60 consecutive days or more; • caused by **you**, any **tenant** or person lawfully on the **property**; or • arising from and / or in connection with the manufacture, cultivation or harvesting of illegal drugs, unless otherwise shown on the **schedule**.

Section 1

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

What is insured	What is not insured
Your buildings are covered under this section.	The **excess** shown in the **schedule** for every **incident**.
8) **Subsidence, landslip** or **heave** of the site upon which the **buildings** stand.	8) Loss or damage: • to the **buildings** or their foundations because the materials they are built from shrink or expand; • caused by the compaction of infill; • to the **buildings** or their foundations by **settlement** of the site on which the **buildings** stand; • caused by the sea or river wearing away the land; • caused by defective materials, faulty design or faulty workmanship; • caused by foundations which do not meet the Building Regulations at the time of construction; • caused by demolishing, structurally altering or repairing the **buildings**; • to solid floor slabs or damage from solid floor slabs moving, unless the foundations underneath the outside walls of the main building are damaged at the same time and by the same cause; • to walls, gates, hedges, **outbuildings**, fences, paths, drives, patios, swimming pools, ornamental pools, tennis courts, drains, septic tanks, pipes, cables and oil tanks , unless the main building is damaged at the same time and by the same cause; or • for which compensation is provided by contract or legislation. Normal **settlement**, shrinkage or expansion. The policy **excess** for **subsidence** as shown in the **schedule**.
9) **Accidental damage** to fixed glass in windows, doors, fanlights, solar panels, skylights or fixed sanitaryware in the **buildings**, and ceramic hobs fixed to and forming part of the **buildings**.	9) Loss or damage: • whilst the **buildings** are **unoccupied** for 60 consecutive days or more; • caused by chipping, denting or scratching; or • to ceramic hobs in free–standing cookers.

Section 1

Buildings

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

What is insured	What is not insured
Your buildings are covered under this section.	The **excess** shown in the **schedule** for every **incident**.
10) The cost of repairing **accidental damage** to underground pipes, services and cables servicing **your property** for which **you** are responsible. **We** will pay the cost of breaking into and repairing the pipe between the main sewer and **your property** if releasing a blockage fails by normal means.	10) Loss or damage: • due to wear and tear or gradual deterioration; or • caused by faulty materials, design, workmanship or as a result of any alterations, renovations or repairs.
11) Loss of rent and/or cost of alternative accommodation incurred by **you** as a result of the **buildings** becoming uninhabitable following loss or damage caused by any of the causes listed in section 1 causes 1-10 of this policy.	11) Any amount above the amount shown in the **schedule**. Loss where a valid claim has not been accepted by **us** under section 1, causes 1-10.
12) Emergency access **We** will pay for damage to **your buildings** caused by the emergency services if they cause damage while getting into **your property** to deal with an emergency. **We** will also pay for damage to **your garden items** (including re-landscaping costs) if caused by the emergency services while they are attending an emergency at **your property**.	12) Loss or damage: • due to wear and tear or gradual deterioration; or • caused by faulty materials, design, workmanship or as a result of any alterations, renovations or repairs.
13) If **you** have exchanged contracts to sell **your property** **we** will give the buyer the benefit of the insurance under this section until the sale is completed, unless the buyer has insurance cover elsewhere.	13)
14) The cost of replacing and installing locks on outside doors if keys to the **property** are lost or stolen.	14) Any amount above the amount shown in the **schedule**.
15) Increased metered electricity, gas, oil or water charges incurred by **you** resulting from unauthorised use or escape of water and a subsequent claim under cause 3, section 1 of this policy.	15) Any amount above the amount shown in the **schedule**. caused by the manufacture and harvest of illegal drugs on the **property** by the **tenant**. Unless **Buildings** Optional Cover - Manufacture and harvest of drugs cover shows in **your schedule**.
16) Professional fees and costs Expenses incurred by **you** as a result of removal of debris; compliance with government or local authority requirements; architects' and surveyors' fees incurred in the reinstatement of the building following loss or damage caused by any of the causes listed in section 1 of **your** policy.	16) Any fees charged in the preparation of a claim.

Section 1

Buildings

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

What is insured	What is not insured
Your buildings are covered under this section.	The **excess** shown in the **schedule** for every **incident**.
17) Trace and access Expenses incurred by **you** in locating the source and subsequent making good of damage following loss or damage as a result of cause 3 or cause 10, section 1 of this policy.	17) Any amount above the amount shown in the **schedule**. Loss or damage to the apparatus from which water or oil has escaped.
18) All sums for which **you** are legally liable to pay as compensation for accidental death or injury to any person or loss or damage to third party **property** arising directly as a result of **your** ownership of the **property**, including defence costs and expenses incurred with **our** prior consent To qualify for accidental death cover, the person must be aged 16 or over and the **maximum claim limit** for accidental death is £20,000. This policy includes **your** landlords' legal liability under section 3 of the defective premises act 1972 or article 5 of the defective premises (Northern Ireland) order 1975 for injury to a third party or loss or damage to third party **property** which is a result of a defect in **your property** including defence costs that **we** have agreed in writing to pay. The **maximum claim limit** for liability in relation to Defective Premises Act is £1,000,000. Please note: Defective Premises Act 1972 The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau. Dangerous Dogs Act 1991 The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.	18) Any amount above the amount shown in the **schedule**. Bodily injury or death to any person who is engaged in **your** service, or is a member of **your family** or household. Resulting from or connected to the transmission of any communicable disease. Damage to **property** under **your** custody or control. Which is the result of any profession, occupation or business other than through private letting of the **property**. Resulting from, possession or operation of: • any mechanically propelled vehicle other than a private garden vehicle operated within **your property**; • any power operated lift; • any aircraft or watercraft; • a caravan whilst being towed; or • any dogs designated as dangerous under the dangerous dogs act 1991. Resulting from pollution or contamination. If **you** are entitled to indemnity under any other insurance. Any cost or expense not agreed by **us** in writing.

Section 1

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

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

Section 1

Buildings 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
Your buildings are covered under this section.	The **excess** shown in the **schedule** for every **incident**.
1) **Accidental damage** to the **buildings** in addition to the causes listed in paragraphs 1 to 11 of this section.	1) Loss or damage: • by any cause or event already covered under section 1 **buildings**; • caused by **vermin**; fungus or insects; • caused by chewing, scratching, tearing or fouling by domestic pets; • whilst the **buildings** are **unoccupied** for 60 consecutive days or more; • caused by wet or dry rot; faulty workmanship or design; • atmospheric or climatic conditions; • as a result of any building alterations, renovations or repairs; or • if already excluded within the 'definitions, policy conditions or policy exclusions' sections within this booklet. The cost of normal maintenance, and standard repairs.
2) Malicious damage caused by the **tenants** to the **buildings** in addition to the causes listed in paragraphs 1 to 11 of this section.	2) Loss or damage: • by any cause or event already covered under section 1 **buildings**; • whilst the **buildings** are **unoccupied** for 60 consecutive days or more; or • caused by the manufacture and harvest of illegal drugs on the **property** by the **tenant**. The cost of normal maintenance and standard repairs.

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
Your buildings are covered under this section.	The **excess** shown in the **schedule** for every **incident**.
3) Loss or damage by theft or attempted theft caused by a **tenant**.	3) Loss or damage whilst the **buildings** are **unoccupied** for 60 consecutive days or more.

Section 1

Buildings Optional Cover - Manufacture and harvest of drugs cover
(This section applies only if shown in the **schedule**)

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

Section 2

Landlords Contents

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

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

Section 2

Landlords Contents

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

What is insured	What is not insured
Your landlords contents which includes **Leaseholder Fixtures and Fittings** are covered under this section.	The **excess** shown in the **schedule** for every **incident**.
4) Theft or attempted theft	4) By **you**, any **tenant** or person lawfully on the **property**. Loss or damage whilst the **buildings** are **unoccupied** for 60 consecutive days or more. Theft or attempted theft not caused by violent and forcible entry or exit, unless deception is used solely to gain entry to **your property**.
5) The **buildings** being hit by: • aircraft or other flying objects, or anything dropped from them; • fireworks; • vehicles, trains or trams; • falling aerials, masts or satellite dishes; • falling trees or branches; • animals or birds; or • lamp posts or telegraph poles.	5) Loss or damage: • caused by maintenance to trees; or • to aerials, satellite dishes and masts.
6) Riot, civil commotion, labour and political disturbances.	6) Loss or damage that is not reported to the police within twenty one days of the damage occurring.
7) Malicious damage or vandalism.	7) Loss or damage: • whilst the **buildings** are **unoccupied** for 60 consecutive days or more; • caused by **you**, any **tenant** or person lawfully on the **property**; or • arising from and / or in connection with the manufacture, cultivation or harvesting of illegal drugs, unless otherwise shown on the **schedule**.

Section 2

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

What is insured	What is not insured
Your landlords contents which includes **Leaseholder Fixtures and Fittings** are covered under this section.	The **excess** shown in the **schedule** for every **incident**.
8) **Subsidence**, **landslip** or **heave** of the site upon which the **buildings** stand.	8) Loss or damage caused by: • the sea or river wearing away the land; • faulty design or construction of the **buildings** or their foundations; • demolishing, altering or repairing the **buildings**; or • the foundations of the building or the materials from which they are built shrinking or expanding. Loss or damage for which compensation is provided by contract or legislation.
9) Accidental breakage in **your property** to: • Fixed glass in furniture (but not glass in pictures or clocks); • Glass shelves; • Glass tops to furniture; • Fixed glass in mirrors; or • Ceramic hobs in free-standing cookers and ceramic tops in free-standing cookers.	9) Loss or damage caused by scratching or denting
10) Loss of rent and/ or cost of alternative accommodation incurred by **you**, as a result of the **buildings** becoming uninhabitable following loss or damage caused by any of the causes listed in section 2 causes 1-8 of this policy.	10) Any amount above the amount shown in the **schedule**. Loss where a valid claim has not been accepted by **your** insurers under section 2, causes 1-8. Loss where a valid claim has been accepted by **your** insurers under Section 1 of this policy causes 1- 10.

Section 2

Landlords Contents

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

What is insured	What is not insured
Your landlords contents which includes **Leaseholder Fixtures and Fittings** are covered under this section.	The **excess** shown in the **schedule** for every **incident**.
11) A legal liability to the public. All sums for which **you** are legally liable as the owner of the **landlords contents** to pay as compensation for accidental death or injury to any person, or loss or damage to third party **property** including defence costs and expenses incurred with **our** prior consent. This includes **your** landlords' legal liability under section 3 of the defective premises act 1972 or article 5 of the defective premises (Northern Ireland) order 1975 for injury to a third party or loss or damage to third party **property** arising from a defect in **your property** including defence costs that **we** have agreed in writing to pay. The **maximum claim limit** for liability in relation to Defective Premises Act is £1,000,000. Note: Defective Premises Act 1972 The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau. Dangerous Dogs Act 1991 The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.	11) Any amount above the amount shown in the **schedule**. Bodily injury or death to any person who is engaged in **your** service, or is a member of **your family** or household. Arising out of or in any way connected with the transmission of any communicable disease. Damage to **property** under **your** custody or control. Arising out of any profession, occupation or business other than through private letting of the **property**. Arising out of the ownership, possession or operation of: • any mechanically propelled vehicle other than a private garden vehicle operated within **your property**; • any power operated lift; • any aircraft or watercraft; • a caravan whilst being towed; or • any dogs designated as dangerous under the dangerous dogs act 1991. Arising out of pollution or contamination. If **you** are entitled to indemnity under any other insurance. Any cost or expense not agreed by **us** in writing.

Section 2

Landlords Contents

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

What is insured	What is not insured
Your landlords contents which includes **Leaseholder Fixtures and Fittings** are covered under this section.	The **excess** shown in the **schedule** for every **incident**.
12) Liability for **Domestic Staff** **We** insure **you** against **your** legal liability for all amounts **you** have to pay as compensation for accidental bodily injury, illness or disease which happens to any of **your domestic staff** during the course of their work at **your property** in connection with any claim or series of claims made against **you** and arising out of any one event occurring during the **period of insurance** within the **United Kingdom**. The most **we** will pay for any one claim, or series of claims arising from one cause, is the **individual limit** shown in the **schedule** including costs and expenses.	12) Any amount above the amount shown in the **schedule**. Any agreement unless **you** would have been liable had the agreement not been made. Any claim or other proceedings against **you** lodged or prosecuted in a court outside the **United Kingdom**. Liability arising from any business or profession. Liability for which compulsory insurance or security is required by any road traffic legislation. Bodily injury to any employee arising out of being carried in or on a vehicle or entering or getting on to or off a vehicle where any road traffic law says **you** must have insurance or security.

Section 2

Contents Optional Cover - Accidental and Malicious damage and theft by tenants cover

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

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

Section 2

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
Your landlords contents which includes **Leaseholder Fixtures and Fittings** are covered under this section.	The **excess** shown in the **schedule** for every **incident**.
2) Malicious damage caused by the **tenants** to the **landlords contents** and **Leaseholder Fixtures and Fittings** in addition to the causes listed in paragraphs 1 to 10 of this section.	2) Loss or damage: • by any cause or event already covered under section 2 **landlords contents**; • caused by **vermin**; fungus or insects; • caused by chewing, scratching, tearing or fouling by domestic pets; • whilst the **buildings** are **unoccupied** for 60 consecutive days or more; • caused by wet or dry rot; faulty workmanship or design; • atmospheric or climatic conditions; • as a result of any building alterations, renovations or repairs; • caused by the manufacture and harvest of illegal drugs on the **property** by the **tenant**; or • if already excluded within the 'definitions, policy conditions or policy exclusions' sections within this booklet. The cost of normal maintenance, and standard repairs.
3) Loss or damage by theft or attempted theft caused by a **tenant**.	3) Loss or damage whilst the **buildings** are **unoccupied** for 60 consecutive days or more.

Policy conditions

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

Please note that these conditions do not apply to Section 3 (Let **Home** Emergency optional cover) and Section 4 (Landlord Legal Expenses & Rent Guarantee 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;
- **Statement of Insurance**
- **your schedule**;
- any endorsements on **your** policy, as set out in **your schedule**; and
- any changes to **your** Landlord Insurance policy contained in notices issued by **us** at renewal.

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

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

2. Information you have given us

In deciding to accept this 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, decline all claims and keep any premiums paid. 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** may:

- 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;
- if **your buildings** are due to undergo structural alteration, repair, renovation or other building works;
- about any increase in the value of **your landlords contents**; or
- if **your property** will be **unoccupied** for more than 60 days in a row.

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

4. The law that applies

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

Policy conditions

England and Wales and subject to the exclusive jurisdiction of the courts of England.

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

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

7. Precautions
You must take care to:

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

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

MSS1: Minimum standards of security Endorsement
We will not pay for loss or damage caused by theft, attempted theft or malicious damage unless the **property** meets the following minimum security requirements:

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

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

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

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

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

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

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

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

10. Fraudulent claims
If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may: not pay **Your** claim; and recover (from **You**) any payments **We** have already made in respect of that claim; and terminate **Your** insurance from the time of the fraudulent act; and inform the police of the fraudulent act.

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

11. Financial Sanctions

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

If any such prohibition or restriction takes effect during the **period of insurance we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already

Policy conditions

paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

12. Index-linking

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

13. Language

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

14. Lapsed policy warning

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

15. Renewal

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

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

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

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

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

16. Several liability clause

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

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

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

17. Unoccupied

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

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

Section 3

Let Home Emergency Cover (optional cover)

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

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

The purpose of this insurance

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

How to make a claim

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

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

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

Call **our** helpline on 0330 175 9579. **Our** helpline is open 24/7, 365 days a year.

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

Some Important Information

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

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

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

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

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

WHAT YOU NEED TO KNOW

Confirming Policy Details...Helping Us Help You

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

Household Buildings and Contents

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

How Your Cover Works

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

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

Section 3

Let Home Emergency Cover (optional cover)

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

Maintenance of Your Home

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

Trace and Access

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

Working Together

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

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

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

Other Similar Insurance

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

Important and defined words

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

Claim limit(s)

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

Contractor

A tradesperson authorised and instructed by the Claims Helpline Service to undertake **Emergency Repairs**.

Data Protection Legislation

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

Emergency Repairs

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

Home

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

Insured Person, You, Your

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

Insurer

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

Intermediary

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

Period of Insurance

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

Primary Heating System

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

Schedule

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

Temporary Repair, Temporary solution

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

Terrorism

The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any

organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

Territorial Limits

The **United Kingdom**.

Uneconomical

1. Where, in **our** opinion, it would not be worth completing a repair because of the further work that would be needed or the life expectancy of the appliance/equipment; or
2. Where the cost of the **Emergency Repair** (including parts and labour) is more than 75% of the cost of replacing the item as new.

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

Arc Legal Assistance Ltd and AmTrust Specialty Ltd.

Section 3

Let Home Emergency Cover (optional cover)

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

WHAT YOU ARE COVERED FOR

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

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

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

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

Section 3

Let Home Emergency Cover (optional cover)
(This section applies only if shown in the **schedule**)

Section 2 - Internal Electricity	
What is covered	**What is not covered**
Emergency Repairs following the electricity failure of at least one complete circuit which cannot be resolved by carefully resetting the fusebox and would not be more appropriately resolved by the regional network supplier. Please note, during claims assessment **you** may be asked to unplug all appliances and reset the circuit to rule out an appliance issue.	1. External lighting including security, **garages** and **outbuildings** and the replacement or adjustment of any light bulbs. 2. Electricity supply to burglar/fire alarm systems, CCTV surveillance, or to swimming pools, the plumbing and filtration systems for swimming pools and any leisure equipment. 3. Renewable energy systems. 4. Where an appliance has caused a circuit to fail or trip.

Section 3 - Gas Supply	
What is covered	**What is not covered**
After the National Gas Emergency Service has visited **your home** and isolated **your** gas supply, **Emergency Repairs** will be carried out by a Gas Safe **Contractor**, who will repair or replace the damaged section of internal gas supply pipe. **Our Contractor** will also turn **your** gas supply back on.	1. Repair work to or the cost of replacing lead pipework. 2. The interruption or disconnection of public services to the **home** however caused, or the failure, breakdown or interruption of the mains gas supply system. 3. Any system which is not installed correctly, or which does not conform to any governing Gas Safe regulation or requirements. 4. Any appliance.

Section 4 - Water Supply	
What is covered	**What is not covered**
Emergency Repairs following a complete loss of the water supply to the kitchen or the bathroom where no other water supply is available for bathing.	1. The interruption or disconnection of public services to the **home** however caused, or the failure, breakdown or interruption or the mains water supply system. 2. Where **you** have access to a water supply in another bathroom. 3. Descaling and any work arising from hard water scale deposits.

Section 3

Let Home Emergency Cover (optional cover)
(This section applies only if shown in the **schedule**)

Section 5 - Security	
What is covered	**What is not covered**
Emergency Repairs following damage or failure of the following items which would render the main living area of the **home** insecure and easily accessible to intruders: a. External lock. b. External window. c. External door.	1. Internal locks, window locks, glass, external **garages** or **outbuildings**. 2. Any damage caused by the **Contractor** in gaining access to the **home**. 3. Doors subject to swelling. 4. Porch doors where there is another lockable door which prevents access to the main living areas of the **home**.

Section 6 - Access to Home	
What is covered	**What is not covered**
Emergency Repairs following the loss of the only available key to the **home** which cannot be replaced, and normal access cannot be obtained. **Our Contractor** will gain access to the **home** and ensure it is left secure.	1. Any damage caused by the **Contractor** in gaining access to the **home**.

Section 7 - Primary Heating System	
What is covered	**What is not covered**
Emergency Repairs following the complete breakdown of the **Primary Heating System** which: a. Results in the complete loss of heating and/or; b. Results in the complete loss of hot water. Please note, it is a legal requirement that a Gas Safety check is completed once every 12 months for a tenanted **property**. A copy of the most recent Gas Safety Certificate must be made available prior to attendance or once the **Contractor** arrives on site. Failure to produce a valid certificate issued in the past 12 months will result in **your** claim being withdrawn and **you** will be responsible for any costs incurred.	1. Boilers that are over 15 years old or over 238,000 btu net input (70 Kilowatt). 2. Lighting of boilers, the correct operation, routine adjustment of time, temperature controls or the replacement of batteries. 3. Any form of renewable energy systems. 4. Powerflushing or descaling. 5. The replacement of water tanks, cylinders and central heating radiators. 6. Where there is another hot water source available for bathing, including, for example, an immersion heater or electric shower. 7. Intermittent faults where this cannot be identified at the time of the **Contractor**'s attendance. 8. Lack of maintenance or neglect by **you** (**you** may be asked to reserve funds if **your** boiler has not been serviced in line with the manufacturer's instructions). 9. Where a boiler can be operated manually to resolve the loss of hot water and/or heating.

Section 3

Let Home Emergency Cover (optional cover)
(This section applies only if shown in the **schedule**)

Section 8 - Pests	
What is covered	**What is not covered**
Emergency Repairs following an infestation as a result of the following Pests in and/or attached to the **home** and there is clear evidence of the infestation. a. Wasps' nests. b. Hornets' nests. c. Mice. d. Rats. e. Cockroaches	1. Repeat claims where **you** have failed to follow previous guidance from **us** or the **Contractor** to prevent continued or further infestation. 2. Pest infestations where **you** have not taken reasonable hygiene measures to prevent contamination. 3. The removal of bees and bee hives. Bees are not seen as pests and therefore cannot be treated in the same way as hornets or wasps. If **you** have a swarm, or bees in the structure of **your home**, **you** should contact the British Beekeepers Association for guidance: www.bbka.org.uk.

Section 9 - Roofing	
What is covered	**What is not covered**
Emergency Repairs following missing, broken or loose tiles causing internal water damage. **We** will ask a **Contractor** to attend when it is safe for them to do so. They will complete a **Temporary Repair** to stop the immediate damage, but requests for permanent repairs should be made to **your** building & **contents** insurance provider.	1. Damage to flat roofs over 10 years old. 2. Damages where the roof has not been satisfactorily maintained. 3. Costs that should be shared proportionately across all responsible parties. 4. Any access costs, including, for example, scaffolding and articulated lifts.

Section 10 - Overnight Accommodation	
What is covered	**What is not covered**
Overnight accommodation only where it has not been possible to resolve the emergency following an accepted claim for **Emergency Repairs** by a **Contractor** under another section of the policy and the **home** is rendered uninhabitable in the opinion of the Claims Helpline Service.	1. The cost of any food and drink **you** have purchased. 2. The cost of any parking incurred. 3. The cost of travel. 4. The cost of entertainment.

Section 3

Let Home Emergency Cover (optional cover)
(This section applies only if shown in the **schedule**)

Section 11 - Alternative Heating	
What is covered	**What is not covered**
We shall pay up to £50 towards the cost of alternative heating sources where these are deemed necessary in the event a claim has occurred under Section 7. Payment is subject to an original receipt and the **Primary Heating System** not being reinstated.	

Section 12 - Boiler Replacement Contribution	
What is covered	**What is not covered**
We shall contribute up to £500 towards the cost of a brand-new like for like replacement upon production of an original receipt for payment. This section will not be operative unless **we** or the **Contractor** declare the boiler to be **Uneconomical** to repair, following an accepted claim under Section 7.	

GENERAL EXCLUSIONS

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

1. Circumstances known to **you** prior to the date this insurance began.
2. Any system and/or equipment, including boilers and facilities, which have not been properly installed or maintained in accordance with the manufacturer's instructions.
3. Any claims arising from or relating to appliances.
4. Any system, which has been incorrectly used or modified, or has been tampered with.
5. General wear and tear.
6. Failure or damage caused by faulty or defective design of pipework, including, for example, delamination found in pitch fibre pipe construction.
7. Any claim where an engineer has previously identified that remedial or maintenance work is required to prevent a future breakdown and the recommend work has not been completed.
8. Any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
9. Replacement or adjustment to any decorative or cosmetic part of any equipment.
10. **Garages**, **outbuildings**, leisure equipment, cesspits, septic tanks, swimming pools or fuel tanks unless appropriately covered under the Pests section of this policy.
11. Wilful act or omission, lack of maintenance or neglect by **you**.
12. Claims in the 7 days immediately following **your** first occupation of the **home** or claims in the 7 days immediately following **your** reoccupation of the **home** where the **home** has been left **unoccupied** for 30 consecutive days or more.
13. Materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.
14. Any other costs or damage that are directly or indirectly caused by the event that led **you** to **your** claim, unless specifically stated in the policy.
15. Claims arising within the first 14 days from the date this insurance began unless **you** held equivalent insurance immediately prior to the date this policy began.
16. Claims under Section 12 arising within the first 60 days from the date this insurance began unless **you** held equivalent insurance immediately prior to the date this policy began.
17. Any costs that would be more appropriately recovered under any other insurance.

Section 3

Let Home Emergency Cover (optional cover)

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

18. Circumstances which are not sudden or unforeseen.
19. Circumstances where **we** have gone beyond **your** insurance policy's claim limit or policy cover.
20. Claims where **our Contractor** has advised there is no **Emergency Repair** available.
21. Any direct or indirect liability, loss or damage caused:

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

b) by **computer viruses**.

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

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

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

23. Any loss or damage caused by any sort of war, invasion or revolution.
24. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
25. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **terrorism.**
26. ny loss or damage from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system.

GENERAL CONDITIONS

Giving us all the important information

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

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

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

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

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

Claims

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

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

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

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

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

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

Keeping the terms & conditions

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

Recovery of Costs

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

Fraudulent or Exaggerated Claims

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

Not pay **your** claim; and

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

Cancel **your** insurance from the time of the fraudulent act;

Section 3

Let Home Emergency Cover (optional cover)

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

and Inform the police of the fraudulent act.

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

Sanctions

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

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

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

Data Protection

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

What **we** do with **your** personal information

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

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

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

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

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

· for research or statistics.

We will need it:

· to provide this insurance.

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

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

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

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

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

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

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

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

Section 3

Let Home Emergency Cover (optional cover)

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

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

Contracts (Rights of Third Parties) Act 1999

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

Notices

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

Take Care

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

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

Cancellation

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

The Insurer's right to cancel:

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

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

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

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

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

Claims Helpline Service

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

Emergency Claims Helpline Number: **0330 175 9579.**

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

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

Law

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

If your complaint is about the administration of your policy or a claim

Please contact **us**:

Write to us:	Arc Legal Assistance Limited
	PO Box 8921
	Colchester
	CO4 5YD
Email us at:	customerservice@arclegal.co.uk
Call us on:	01206 615000

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

If **you** are unhappy with the response to **your** complaint, or **you** have not received a response within 8 weeks of the date **your** complaint was received, **you** may be eligible to refer **your** case to the Financial Ombudsman Service, who can

review complaints from 'eligible complainants', but **you** must do so within 6 months of receiving a final response from, or on behalf of, the insurer. Further information can be found at:

www.finanical-ombudsman.org.uk

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

The Financial Ombudsman Service,

Exchange Tower,

London,

E14 9SR.

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

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

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

Compensation

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

Authorisation

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

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

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

Section 4

Landlord Legal Protection & Rent Guarantee Optional Cover

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

This insurance is administered by Arc Legal Assistance Ltd and underwritten by the Insurer, on whose behalf **We** act.

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' Coss 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:-

The Insured Event takes place in the **Period of Insurance** and within the Territorial Limits; and

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

Giving the **Insurer** all the important information

If **You** are a private individual the following applies to **You**:

When the Insurer accepts **Your** application for this insurance, it relies on the information **You** give. **You** must take reasonable care to give full answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information provided by **You** is not complete and accurate, **Your** cover might be affected and:

· the Insurer might cancel **Your** policy and refuse to pay any claim or

· the Insurer might not pay any claim in full.

We will write to **You** if the Insurer:

· intends to cancel **Your** policy; or

· needs to amend the terms of **Your** policy; or needs **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given is incomplete or inaccurate, **You** must tell **Us**.

If **You** are part of a partnership, a sole trader. a limited company or other legal entity the following **Your** Duty of Disclosure text applies to **You**:

Your Duty of Disclosure

Under the Insurance Act 2015 **You** have a duty to make fair presentation of the risk to the Insurer before this policy starts, at each renewal and when **You** make any amendment(s) to cover.

This means **You** must:

(a) disclose all material facts of which **You** know or ought to know.

(b) make the disclosure in a reasonably clear and accessible way.

(c) make sure that every material representation of fact is substantially correct and made in good faith.

What is a Material Fact?

A material fact is Information that would influence the Insurer's decision as to whether to insure **You** and, if so, on what terms.

For the purposes of the duty of fair presentation, **You** are expected to know the following;

(a) If **You** are an individual (such as a sole trader or individual partner):

· what is known to **You** and anybody who is responsible for arranging this insurance, or

if **You** are not an individual (such as a limited company or partnership):

· what is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised or anybody who is

responsible for arranging this insurance.

(b) what should reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation (including, but not limited to, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance.

If the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

Breach of duty

If **You** breach **Your** duty to make fair presentation of the risk to the Insurer, then:

· where the breach was deliberate or reckless, the Insurer may avoid this policy, refuse all claims and keep all premiums paid.

· where the breach was neither deliberate nor reckless and, but for the breach, the Insurer would not have agreed to provide cover under the policy on any terms, they may avoid this policy and refuse all claims, but they will return any premiums paid.

· where the breach was neither deliberate nor reckless and, but for the breach, they would have agreed to provide cover under this policy but on different terms (other than premium terms), they may require that this policy includes such different terms with effect from its commencement, and/or

· where the breach was neither deliberate nor reckless and, but for the breach, the Insurer would have agreed to provide cover under this policy but would have charged higher premiums, the Insurer's liability for any loss amount payable shall be limited to the proportion that the premium charged bears to the higher premium that would have been charged.

For example: if, due to a breach of fair presentation, **You** were charged a premium of £x but should have been charged £y, then for any claim submitted and agreed at a **settlement** value of £z, **You** will only be paid £a.

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.
Conflict of Interest	Situations where **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
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**
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
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	Any repairs required or damage to the **Insured Property**, over and above general wear and tear, for which the **Tenant** is liable in accordance with the **Tenancy Agreement**.
Inventory	A full and detailed inventory of **Your** contents and their condition within the **Insured Property** which has been signed by the **Tenant**.
Excess	The amount that **You** are required to pay towards any claim. Tax Disputes (Aspect Enquiries): £200 **Rent** Guarantee: An amount equal to one 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.
Insurers	This insurance is administered by Arc Legal Assistance and underwritten by AMTrust Specialty Ltd.

Section 4

Landlord Legal Protection & Rent Guarantee Optional Cover

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

DEFINITIONS	
Insured Event	The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance. Tax In accountancy matters the **Insured Event** arises on the date that **You** or **Your** Professional **Adviser** are contacted either verbally or in writing, by the relevant department of **HMRC** advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or notice of intention to investigate. For the purposes of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.
Insured Property	The **Insured Property** shown in the Insurance schedule and declared to **Insurers**.
Legal Action	The pursuit of civil legal cases for damages or injunctions and the defence of criminal prosecutions.
Maximum Amount Payable	The **Maximum Amount Payable** in respect of an **Insured Event** Tax Disputes (Aspect Enquiries Only): £2,000 any one claim **Rent** Guarantee: £2,500 per month up to a maximum of 12 months All other sections: £100,000
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/Occupation Contract	A **Tenancy Agreement** or **Occupation Contract** in Wales between **You** and the **Tenant** in relation to the **Insured Property** which is:- a) an Assured Shorthold **Tenancy Agreement** as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the **Territorial Limits**, or b) a Company Residential **Tenancy** (Company Let) created after 28th February 1997 where the **Tenant** is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the **Territorial Limits** and the **Insured Property** is let purely for residential purposes of the **Tenant**'s employees and their family, or c) a written common law residential **Tenancy Agreement** created after 28th February 1997 between individuals where the **Rent** is in excess of £100,000 per annum or its equivalent outside of England and Wales but within the **Territorial Limits**, and which is:- i) Appropriate for the tenancy; and ii) Where relevant, signed and independently witnessed by **You**, the **Tenant**(s) and if required as a condition of the **Tenant Reference**, the **Guarantor**; and iii) Free from any unreasonably restrictive covenants. The **Tenancy Agreement** must be for a fixed term of no more than 12 months or if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months.
Tenancy Period	The period of the tenancy unless notice to terminate the tenancy was issued by the landlord or **Tenant** prior to any breach of the terms of the **Tenancy Agreement** by the **Tenant**, in which case the **Tenancy Period** will end at expiry of such notice. In Wales, a break clause is only possible if it is inserted into a fixed term **Occupation Contract** of at least two years, and **You** are not able to enforce this break clause within the first 18 months of an **Occupation Contract**.
Tenant	The occupier of the **Insured Property** named in the **Tenancy Agreement** as the **Tenant** and who has received a **Tenant Reference** confirming that he/she can, solely or jointly with another **Tenant** or other **Tenants**, afford to cover the cost of the **Rent** in full.
Tenant Reference	A credit check against the **Tenant** and any **Guarantor** obtained from a licensed credit referencing company showing no County Court Judgments in the past three years and no outstanding County Court Judgments, together with copies of two forms of identification, one of which must contain a photograph, and a written employers' reference on company letter headed paper confirming their permanent and current employment and that their gross monthly salary is at least a multiple of 2.5 of the **Tenant**'s **Rent**. If all of the above are not available or in the case of student **Tenants** or **Tenants** receiving any income or housing related government benefit, a full **Tenant Reference** showing a Pass on the **Tenant** or **Guarantor** must be obtained from **Our** approved **Tenant** Referencing Company. Details of these companies are available by referring to the Arc Legal website; https://claims.arclegal.co.uk/info/approved-tenant-referencing-providers
Territorial Limits	The **United Kingdom** of Great Britain and Northern Ireland

Section 4

Landlord Legal Protection & Rent Guarantee Optional Cover

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

DEFINITIONS	
We/Us/Our	Arc Legal Assistance 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
Tenant Eviction **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**. Where required by **Us** or the law, **You** must attempt in good faith to settle the claim using the mediation service.	Claims a) Where **You** fail to provide evidence that **You** successfully completed a **Tenant Reference** on the **Tenant** (and **Guarantor** if required) prior to the start of the **Tenancy Agreement** or where the **Tenancy Agreement** started more than 31 days after the **Tenant Reference** b) Arising from or connected to **Your** performance of **Your** obligations under the **Tenancy Agreement** c) Arising from dilapidations unless the missing or damaged items were contained within a **Dilapidations Inventory** d) Falling within the jurisdiction of the **Rent** Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within the **Territorial Limits** e) Relating to the payment or non-payment of service charges as defined within the Landlord and **Tenant** Act 1985 (as amended) or any equivalent Act outside of England and Wales but within the **Territorial Limits** f) Where the eviction of the **Tenant** is dealt with by a notice issued by the Home Office g) Where the **Insured Property** is not solely residential h) Where the **Tenant** is not aged 18 years or over i) Where **You** have allowed the **Tenant** into possession of the **Insured Property** before the **Tenancy Agreement** has been signed by all parties, a **Tenant Reference** has been obtained, the first month's **Rent** and the **Deposit** have been received in cash or cleared funds and the **Dilapidations Inventory** has been signed by the **Tenant** j) 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 with k) If **You** or **Your** agent gave any false or misleading information when **You** applied for the **Tenant Reference** l) Where the **Tenant** received a **Tenant Reference** subject to a **Guarantor** and the **Guarantor** was not correctly assigned to the **Tenancy Agreement** m) Where **You** are in breach of any rules, regulations or Acts of parliament relating to the **Deposit** n) In relation to dilapidations by the **Tenant** to the **Insured Property** or its contents where **You** have a policy of insurance that covers the dilapidations o) Relating to any occupant of the **Insured Property** over the age of 18, other than the **Tenant** p) 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 possible q) Where the **Insured Event** occurs within the first 90 days of the first **Period of Insurance** where the **Tenancy Agreement** commenced before the **Period of Insurance**, unless **You** had continuous equivalent insurance with another insurer which expired immediately before this insurance began. r) In connection with **Occupation Contract**s in Wales where **You** are not registered with '**Rent** Smart Wales' or **You** do not hold a relevant licence to rent the **Insured Property**.

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
Breach of Tenancy Agreement **You** are covered to pursue **Legal Action** to recover possession of the **Insured Property** from anyone occupying it without **Your** permission.	
Property Infringement **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the **Insured Property**. The nuisance or trespass must have commenced at least 180 days after **You** first purchased this insurance.	Claims arising from a dispute relating to a **Tenancy Agreement** or any other lease or licence to occupy property or land.
Property Damage **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.	
Legal Defence **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**.	Claims arising from something **You** have done, knowing it to be wrongful or ignoring that possibility.
Health and Safety Prosecutions **You** are covered for **Advisers**' Costs to defend criminal prosecutions brought against **You** in relation to the **Insured Property** under: i) The Gas Safety (Installation and use) Regulations 1994 ii) The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993 iii) The Electrical Equipment (Safety) Regulations 1994 and later amending regulations or their equivalent outside of England and Wales but within the **Territorial Limits**. **You** must take all reasonable steps to comply with the Regulations and keep evidence of compliance.	Claims arising from something **You** have done, knowing it to be wrongful or ignoring that possibility.

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
Rent Guarantee (Optional Cover) **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**. After vacant possession is gained **Rent** claim payments will cease to be payable until such a time that the **Insured Property** is in a suitable condition that it may be the subject of a further **Tenancy Agreement**. When the **Insured Property** is in that suitable condition, then **Rent** will be paid for a further three months at 50% of the **Rent**. However, all benefit will cease upon: i) a new **Tenancy Agreement** commencing within that three month period; or ii) the expiration of the three month period; or iii) expiration of the **Period of Insurance**; Once vacant possession is obtained if the **Insured Property** is to be re-let, the **Rent** must be set in accordance with the current market Rental value appropriate for the **Insured Property** and **You** must accept any reasonable offer of a new **Tenancy Agreement**.	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. **Rent** is only payable:- a) For arrears occurring during the **Tenancy Period**, and b) Whilst the **Tenant** (including any unauthorised occupant) remains in occupation of the **Insured Property** and Up to the **Maximum Amount Payable**. **Rent** Claims Payments: 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.
Jury Service **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. **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.	

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
Probate 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.	Claims in respect of any dispute or costs where a will has not been previously made or concluded or cannot be traced.
Tax Disputes **Advisers**' Costs incurred by **You** and arising directly from Business Full Enquiries or Business Aspect Enquiries subject to the following conditions. 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.	Claims a) Involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with by a Special Compliance Office, Boards Investigation Unit of any other special office of **HMRC** b) Where deliberate mis-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities with intent to deceive c) Where **You** have failed to give **Your** business status to the relevant authorities within a statutory period or where **You** have failed to maintain or submit accurate, truthful and up to date records, or where returns have not been submitted within statutory time limits or requirements d) Which originate from any enquiry, investigation or dispute which existed before the first **Period of Insurance** e) Involving tax avoidance schemes. **Advisers**' Costs a) Incurred in dealing with technical or routine matters not connected with or arising out of an expression of dissatisfaction with **Your** affairs b) Incurred in correcting any deficiencies in books, records, accounts or returns including the costs of repairing a return c) Arising after **You** receive a notice telling **You** that the enquiry has been completed.

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 0330 912 8861 and quote "Uinsure – Landlord's Legal Expenses".

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 **Your** act, omission or delay prejudices **Your** or the **Insurer's** position in connection with the **Legal Action** or prolongs the length of the claim

b) Arising from a dispute between **You** and **Your** agent or mortgage lender

c) Where the **Insured Event** began to occur or had occurred before **You** purchased this insurance

d) Where **You** should have realised when purchasing or renewing this insurance that a claim under this insurance might occur

e) Where **You** have breached a condition of this insurance

f) Where **Advisers' Costs** have not been agreed in advance or are above those for which **We** have given **Our** prior written approval

g) 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**

h) For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party

i) For damages, interest, fines or costs awarded in criminal courts

j) Where **You** have other legal expenses insurance cover

k) For claims made by or against the Insurer, the **Adviser** or **Us**

l) For appeals without the prior written consent of **Us**

m) 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**

n) Where an estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute

o) 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 **Your**s 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.

SANCTION LIMITATION AND EXCLUSION CLAUSE

The Insurer will not be deemed to provide cover and will not be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

CYBER ATTACK EXCLUSION

The Insurer will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, **computer system**, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.

Section 4

Landlord Legal Protection & Rent Guarantee Optional Cover

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

GENERAL CONDITIONS

Cancellation

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

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**.

Section 4

Landlord Legal Protection & Rent Guarantee Optional Cover

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

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.

Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'CUSTOMER SERVICES INFORMATION'), 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.

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.

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** 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 0330 912 8861 and quote "Uinsure – Landlord's Legal Expenses".

A claim form will be sent out by e-mail 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 their failure to perform their 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.

Section 4

Landlord Legal Protection & Rent Guarantee Optional Cover

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

Privacy and Data Protection Notice

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

Data Protection

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

What we do with your personal information

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

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

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

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

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

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

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

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

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

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/

Section 4

Landlord Legal Protection & Rent Guarantee Optional Cover

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

Our contact details are:

Arc Legal Assistance Ltd

The Gatehouse
Lodge Park
Lodge Lane
Colchester
CO4 5NE

Telephone: 01206 615000
Email: customerelations@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel 08000 234 567 from a landline or 0300 123 9123 from a mobile.
Email: complaint.info@financial-ombudsman.org.uk

Compensation

The **Insurers** are covered by the Financial Services Compensation Scheme (FSCS). If the **Insurers** fail to carry out their 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.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/

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Telephone: 01206 615000
Email: customerelations@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel 08000 234 567 from a landline or 0300 123 9123 from a mobile.
Email: complaint.info@financial-ombudsman.org.uk

Compensation

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

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on

the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768

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

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

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.

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 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.

Privacy notice

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 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 0344 844 3844.

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 0344 844 3844 or write to **us** at the address below (please include **your** policy number and claim number if appropriate).

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

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

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

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

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

Telephone: 01206 615000
Email: customerelations@arclegal.co.uk

Service standards

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

- Tell **you** what **we** have done to resolve the problem; or
- Acknowledge **your** complaint and let **you** know when **you** can expect a full response.

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

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

Financial Ombudsman Service

If **you** remain dissatisfied 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**. Contacting the Financial Ombudsman will not affect **your** legal rights.

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

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.

Changing Your Policy	**0344 844 3844**
BTL/Landlord Insurance Claims	**See Policy Schedule**
BTL/Landlords Home Emergency Claims	**0330 175 9579**
BTL/Landlords Legal Protection & Rent Guarantee Claims	**0330 912 8861**

Uinsure Customer Services
PO Box 1189
Doncaster
DN1 9RP

0344 844 3844

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Registered office: XYZ Building, 2 Hardman Boulevard, Manchester, M3 3AQ
Trading office: Uinsure Limited, PO Box 5524, Manchester, M61 0QR

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