



Let Property Insurance

POLICY WORDING

Welcome to

ASSETSURE

Let Property Insurance Policy

This policy is administered by Assetsure and underwritten by the insurer as per your schedule.

The contract is based on the proposal, or any statement of facts or statement of insurance we prepare using the information you have provided.

The schedule and any endorsements are all part of the policy and are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears. Words with specific meanings are defined on pages 5 and 6 of this policy booklet.

We will insure you against legal liability, loss or damage under the sections specified in the schedule during any period of insurance set out in the schedule, provided that the conditions under which this policy has been issued are fulfilled.

The cover applies throughout Great Britain, Northern Ireland, Isle of Man and the Channel Islands except when we state otherwise in the policy.



James Farley, Managing Director

IMPORTANT NOTES

PLEASE READ THIS POLICY DOCUMENT CAREFULLY AND ENSURE THAT IT MEETS YOUR REQUIREMENTS. IF YOU HAVE ANY QUERY PLEASE CONTACT ASSETSURE. THE LIABILITY OF INSURERS IS SEVERAL AND NOT JOINT AND IS LIMITED SOLELY TO THE EXTENT OF THEIR INDIVIDUAL PROPORTIONS. THE INSURERS ARE NOT RESPONSIBLE FOR THE SUBSCRIPTION OF ANY CO-SUBSCRIBING INSURER OR ANY OTHER INSURER OR CO-INSURER WHO FOR ANY REASON DOES NOT SATISFY ALL OR PART OF ITS OBLIGATIONS. PLEASE KEEP THIS POLICY IN A SAFE PLACE YOU MAY NEED TO REFER TO IT IF YOU MAKE A CLAIM.

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IMPORTANT INFORMATION ABOUT YOUR POLICY

We want to help **you** understand **your** Let Property insurance policy. Please be aware that the information **you** have provided is part of a legally binding contract of insurance with **us**.

This booklet, the Statement of Fact, **schedule** and any endorsements are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that the cover provided is exactly what **you** need, and keep all documents in a safe place.

When drawing up this contract **we** have relied on the information and statements **you** have provided in the statement of fact. During the **period of insurance you** are **insured** for those sections shown in **your schedule** as being included.

This contract does not give, or intend to give, rights to anyone else. No one else can enforce any part of this contract.

If **you** are in any doubt about the level of cover provided, or if **you** have any questions relating to this insurance, please contact **Assetsure** immediately.

THE LAW APPLICABLE TO THIS INSURANCE

Under the laws of the **United Kingdom** both **you** and **we** are free to choose the law which applies to this contract to the extent permitted by those laws. Unless **you** and **we** agree otherwise, the law which applies to this insurance is the law which applies to the part of the **United Kingdom** where the premises are located.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this insurance will only take place in the courts of the part of the **United Kingdom** in which the premises are located.

Assetsure Let Property Insurance is underwritten by a consortium of the following leading UK insurers:-

Legal & General Group

1 Coleman St, London, EC2R 5AA.

ERGO Versicherung AG (Uk Branch)

MUNICH RE Group offices, Plantation Place - 3rd floor, 30 Fenchurch Street, London, EC3M 3AJ.

Both insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check these details with the Financial Conduct Authority either on their website at www.fca.org.uk or by calling them on 0800 111 6768

Details of each insurer's proportionate liability will be provided upon request.

ARAG Plc

ARAG plc is registered in England number 02585818.

Registered in England and Wales at 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the insurer Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof). Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd's, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Your Total Peace of Mind

Legal & General /ERGO are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from this Scheme if the insurer is unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of compensation would depend on the nature of the contract. Further information about the Scheme is available from the Financial Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU or by telephoning 020 7741 4100 and on their website; www.fcsc.org.uk

CANCELLING THIS POLICY

Cooling-off Period

If after reading through **your** insurance policy **you** decide not to proceed with this insurance, **you** have the right to cancel back to the start of the **period of insurance** without giving any reason, providing **your** instruction to cancel is submitted to **Assetsure** within 14 days of either:

- the date **you** receive the policy documentation, or
- the start of the **Period of Insurance**,

whichever is the latter.

Providing no claim has been made **we** will refund **your** premium in full.

Your Right to Cancel

If **you** wish to cancel **your** policy after 14 days **you** can do so at any time by contacting **Assetsure**.

- On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis, providing no incidents have occurred which give rise to a claim.
- On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which **you** have paid and therefore no refund will be due.

Our Right to Cancel

Where there is a valid reason for doing so, **we** can cancel **your** policy by giving **you** 30 days written notice at **your** last known address. **We** will only cancel this policy or any part of it for a valid reason, such as:

- Non-payment of premium;
- **We** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **our** staff, contractors or property);
- There is a change in risk occurring which **we** are unable to insure;

- Non-cooperation or failure to supply any information or documentation **we** request;
- **We** establish that **you** have provided **us** with incorrect information;
- Failure to take reasonable care of the property **insured**;
- **You** breach any terms and conditions of **your** policy.

Where possible, **we** will try to seek an opportunity to resolve the matter with **you**.

If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance** based on a proportional daily rate depending on how long this insurance has been in force.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance**, no refund for the unexpired portion of the premium will be given.

This will not affect **your** right to make a claim for any event that happened before the cancellation date.

Please note that upon cancellation of this policy **Assetsure** may impose a charge. Please refer to **our** terms of Business for further information.

DEFINITIONS

Where the following words appear in bold in this insurance contract, they will have the meanings shown below.

Accidental Damage - Sudden, unexpected and visible damage which is not inevitable and has not been caused on purpose.

Assetsure - The intermediary who arranged this insurance on **your** behalf.

Bodily Injury - Includes death or disease.

Buildings - The home and its decorations including:

- Fixtures and fittings attached to the home,
- Tennis courts, swimming pools, drives, paths and terraces, walls, gates and fences and fixed fuel tanks,
- Solar panels permanently attached to the main private dwelling

which **you** own or for which **you** are legally responsible within the premises named in the **schedule**.

Contents - Household goods, within the **home**, which are **your** property or which **you** are legally responsible for.

Contents include:

- Radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**,
- **Contents** that are within the premises shown in the **schedule** but not contained within the **home** or **outbuildings** at the time of loss or damage up to £500 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**),
- Carpets but not permanently fitted flooring,
- **Contents** in **outbuildings** up to £1,000, unless otherwise stated in the **schedule**

Contents does not include:

- Motor vehicles (other than garden machinery), caravans, aircraft, trains, boats, hovercraft, wet-bikes, trailers and parts or their accessories,
- Any living creature,
- Any part of the **buildings**,
- Any property held or used for business purposes,
- Any property **insured** under any other insurance,
- Property of **tenants** or their visitors,
- Clothing,
- Luggage,
- Sports, musical, camping and photographic equipment,
- Item of gold, silver or other precious metals,
- Jewellery and furs,
- Collections (paintings, works of art, stamps etc.),
- Money,
- Credit cards,
- Pedal cycles,
- Documents or deeds.

Endorsement - A change in the terms and conditions of this insurance.

Excess - The amount stated in this booklet or in the **schedule** and payable by **you** in the event of a claim.

Heave - Upward and/or lateral movement of the site on which **your buildings** stand caused by swelling of the ground.

Home - The private dwelling and the garages and **outbuildings** used for residential purposes at the premises shown in the **schedule**, which are let out by **you** and **you** are legally responsible for.

Landslip - Downward movement of sloping ground.

Multiple occupancy - The **Home** is let under more than one tenancy agreement.

Outbuildings - Garden sheds, summer houses, greenhouses or other similar structures on a permanent foundation and use for domestic purposes, up to a maximum of £5,000 any one outbuilding, unless specifically stated otherwise in the policy **schedule**.

Unless otherwise agreed, **outbuildings** do not include:

- Tree houses
- Inflatable buildings; or
- Any structure which is made of canvas, PVC or any other non-rigid material.

Period of Insurance - The length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium.

Sanitary ware - Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

Schedule - The **schedule** is part of this insurance and contains details of **you**, the premises, the sums **insured**, the **period of insurance** and the sections of this insurance which apply.

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

Standard construction - The **buildings** which are constructed of brick, stone or concrete and roofed with slates, tiles, metal or concrete.

Subsidence - Downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.

Tenant(s) - An occupier (whose tenancy type **you** have disclosed to **us** and is shown in the **schedule**) of the **home** who rents the property for residential purposes.

Terrorism - Any act(s) of any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means,
- Putting the public or any section of the public in fear,

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

United Kingdom - The 'United Kingdom' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

Unfurnished - Where the main **buildings** are not furnished enough to live in.

Unoccupied - Where the **buildings** have not been lived in for more than 30 consecutive days during the **period of insurance**.

We/us/our - The Insurer(s) stated in the **schedule**.

You/your/insured - The person or person(s) named in the **schedule**.

OUR SERVICE COMMITMENT TO YOU

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** insurance or the handling of a claim, **you** should contact:

Policy Enquiries

Assetsure
3rd Floor Peek House
20 Eastcheap
London
EC3M 1EB
Tel: 0208 0033 190

Email: enquiries@assetsure.com

Claims Enquiries

The claims Team, PO Box 1291, Preston, PR2 0QJ
Tel: 0330 102 6062

If **you** are not satisfied and wish to make a complaint, then **you** may contact the insurer's complaints team at:

Policy related complaints

Customer Care Line, 3 Atlantic Quay, 20 York Street,
Glasgow, G2 8JH
Tel: 0141 285 3539
Email: pencomplaints@penunderwriting.com

Claims related complaints

Customer Care Line, Ryan Direct Group, Quay Point,
Lakeside Boulevard, Doncaster, DN4 5PL
Tel: 0344 854 2072
Email: customer.relations@ryandirectgroup.co.uk

In relation to Section 3 Landlord Legal Expenses:

Customer Relations Department
ARAG Plc
9 Whiteladies Road
Clifton, Bristol
BS8 1NN
Tel: 0117 917 1561
Email: customerrelations@arag.co.uk

Should **you** remain dissatisfied with ARAG's response **you** may be entitled to pursue **your** complaint further with Lloyd's. They can be reached in the following ways:

Complaints, Lloyd's
One Lime Street
London, EC3M 7HA

Tel: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

If **you** remain dissatisfied, **you** may refer the matter at any time to the Financial Ombudsman Service which is an independent body that arbitrates on complaints. They can be contacted at the following address:

Financial Ombudsman Service
Exchange Tower, Harbour Exchange Square
London E14 9SR

Tel: 0800 023 4567 (for landline users)
0300 123 9123 (for mobile users)

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

You have six months from the date of our final response to refer a complaint to the Financial Ombudsman Service.

Your right to take legal action against us is not affected by referral to either the Customer Relations Team or the Financial Ombudsman Service. However, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

In all communications the policy/certificate number appearing in the **schedule** should be quoted.

Your right to take legal action against **us** is not affected by referral to either the Customer Relations Team or the Financial Ombudsman Service.

HOW TO MAKE A CLAIM

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

When an accident happens, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity or water.

If **you** need to make a claim under this policy, please contact **us** straight away by calling the claims helpline on: 03301 026 796 or Email: newclaims@ryandirectgroup.co.uk

Please refer to the separate section for making a Legal Expenses claim

To help **us** deal with **your** claim quickly **we** may require **you** to provide **us** with assistance and evidence that **we** require concerning the cause and value of any claim. As part of the initial notification, please provide:

- **Your** name, address, and **your home** and mobile telephone numbers
- Policy/Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on policy liability and claim value.

When **you** call **us**, **we** may:

- Ask **you** to get estimates for building repairs or replacement items; or
- Arrange for the damage to be inspected by one of **our** claims advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- Arrange for the repair or a replacement as quickly as possible; or
- For some claims **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

CLAIMS TERMS AND CONDITIONS

Applicable to Sections 1 & 2 of your policy

These are the claims terms and conditions which **you** need to keep to as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

- In the event of malicious damage, vandalism, theft or attempted theft or accidental loss **you** must tell the police immediately and obtain the police reference number. Tell **us** as soon as **you** can.
- In the event of riot **you** must tell **us** as soon as **you** can and not later than 7 days after the riot.
- For all other claims **you** must notify **us** as soon as possible, giving full details of what has happened.
- **You** must provide **us** with details of what has happened within 30 days of discovering the loss or damage.
- If a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive must be forwarded to **us** within 14 days of receipt unanswered.
- **You** must not admit liability, or offer or agree to settle any claim without **our** written permission.
- **You** must take care to limit any loss, damage or liability.

How we Deal with your Claim

We may request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property;
- Dates and location of when/where damaged items were purchased; and/or
- For damaged property, confirmation by a suitable qualified expert that the item **you** are claiming for is beyond repair.

We may need to get into a building that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

We have the right, if **we** choose, in **your** name to:

- Take over the defence or settlement of any claim;
- Start legal action to get compensation from anyone else;
- Start legal action to get back from anyone else any payments that have already been made.

You must provide **us** with any information and assistance as **we** may require about any claim. **You** must help **us** to take legal action against anyone or help defend any legal action if **we** ask **you** to.

CLAIMS TERMS AND CONDITIONS

Applicable to Section 3 of your policy

If **you** need to make a claim **you** must notify ARAG as soon as possible and in relation to rent arrears, within 60 days of the rent first becoming due. When legally required, **you** must first have issued the necessary notices informing **your tenant** of **your** intention to repossess the property.

- Under no circumstances should **you** instruct **your** own lawyer as the insurer will not pay any costs incurred without **our** agreement.
- **You** can request a claim form by telephoning 0117 917 1698 between 9am and 5pm Monday to Friday (except bank holidays) or online at www.arag.co.uk/newclaims
- ARAG will issue **you** with a written acknowledgement within one working day of receiving **your** claim form.
- Within five working days of receiving all the information needed to assess the availability of cover under the policy, ARAG will write to **you** either:
 - - confirming the appointment of a suitably qualified representative who will promptly progress the claim for **you**; or
 - - if the claim is not covered, explaining in full why and whether ARAG can assist in another way.
- When a lawyer is appointed they will try to resolve **your** dispute without delay. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

Other Insurance

If, at the time of any loss, damage or liability covered under this insurance, there is any other policy on force, insuring the same loss, damage or liability covered by this policy; **we** shall only be liable for **our** proportional share.

GENERAL CONDITIONS

Applicable to Sections 1 & 2 of your policy

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

Take care

You must take care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy.

You must care to avoid any accident and to prevent loss or damage to everything which is covered by this insurance and to keep all the property **insured** in good condition and in a good state of repair.

You must always make sure that the sums **insured** shown in **your** Schedule are adequate.

i. **Buildings** should be **insured** for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors', consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements,.

Please note that the rebuilding cost of **your home** may be different from its market value.

ii. **Contents** should be **insured** for the full cost of replacement as new.

Change in Circumstances

Using the address on the front of **your** schedule or email: enquiries@assetsure.com **you** must tell **us** within 14 days as soon as **you** know about any of the following changes:

- The type of **tenant(s)**, as last disclosed to **us** and shown in the **schedule**;
- The **home** becomes **unoccupied** or unfurnished;
- The **home** becomes **your** permanent residence;
- The **home** becomes illegally occupied;
- **Your home** is going to be used for short periods each week or as a holiday **home**;
- Work is to be done on **your home** which is not routine repair, maintenance or decoration, for example any structural alteration or extension to **your home**;
- **You** receive a conviction for any offence except for driving;
- Any increase in the value of **your contents** or the rebuilding cost of **your buildings**;
- Any part of **your home** is going to be used by **you** or **your tenant(s)** for any trade, professional or business purposes;

There is no need to tell **us** about trade, professional or business use if:

- The trade, professional or business use is only clerical; and
- There are no staff employed to work from the **home**; and
- There are no visitors to the **home** in connection with

- the trade, profession or business; and
- There is no business money or stock in the **home**.

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within this policy.

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

Heating Clause

It is a condition of this insurance, that in the event of:-

- The **home** being permanently vacated by the **tenant(s)**, or
- Your tenant(s)** (if students) have left the **home** for more than 24 hours outside their relevant semester period, or
- the **home** becomes **unoccupied** for more than 30 days, during the period 1st November to 28th February each year that **you** comply with one of the following:-

- Where the entire **home** has the benefit of a gas or oil fired central heating system, the system must be set to operate continuously for 24 hours each day at not less than 12 degrees Celsius or 54 degrees Fahrenheit; or
- All water supplies to the **home** to be turned off at the mains and the entire water system be drained of all the water.

If **you** fail to comply with any of the above conditions, this insurance will not cover loss or damage caused by escape of water from and frost damage to fixed water tanks, apparatus or pipes.

If any claim is made then **we** reserve the right to request from **you** any bills for any utilities being supplied to the **home** for verification by **us**.

Let Home Conditions

It is a condition of this insurance that:

- The **home** is inspected internally by **you** or **your** representative at least every 180 days with records kept of each visit.
- All waste including accumulated mail must be removed.
- The **buildings** are maintained and not neglected.
- You** must comply with all regulations/statutory conditions regarding the letting of the premises including, but not limited to:-
 - The number of persons legally allowed to reside at the premises,
 - Compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended),
 - Having the minimum legal number of smoke detectors/ fire extinguishers/fire blankets installed at the premises.

v. All gas appliances fitted at the premises must be serviced by an individual registered with the Gas Safe Register on an annual basis. A valid Landlord Gas Safety (also known as a CP12 certificate) must be in place at all times when the premises are let to **tenant(s)** and records kept for a minimum of 2 years. **We** will request sight of these if **you** wish to make a claim.

vi. A short-hold tenancy agreement of six months or more must be in force at all times along with suitable references.

vii. **You** must retain utility bills relating to the **home** as **we** may request sight of these following a claim for loss or damage caused by escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes.

Transfer of Interest

You cannot transfer **your** interest in the policy without **our** written permission.

Fraud

You must not act in a fraudulent manner. If **you** or anyone acting for **you**:

- Make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by **your** wilful act or with **your** connivance

Then:

- **We** shall not pay the claim;
- **We** shall not pay any other claim which has been or will be made under the policy;
- **We** may declare the policy void;
- **We** shall be entitled to recover from **you** the amount of any claim paid under the policy since the last renewal date;
- **We** shall not make any return premiums;
- **We** may inform the Police of the circumstances.

Payments

a) Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due.

b) Where a claim has been notified during the current **period of insurance**, **you** must continue with the monthly payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so, **we** may deduct any outstanding amount from any claims settlement.

Important Notice

Please note that if **you** fail to comply with any of these conditions **we** may:

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any **excess**, or
- revise the extent of cover or terms of this insurance.

GENERAL EXCLUSIONS

Applicable to the whole of this insurance

1) Radioactive Contamination and Nuclear Assemblies Exclusion;

We will not pay for:

- a. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom, and
- b. Any legal liability of whatsoever nature,

Directly or indirectly caused by or contributed to, by or arising from:

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

2) War Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

3) Existing and/or Deliberate Damage

We will not pay for loss, damage or liability:

- Occurring outside of the **period of insurance**;
- Caused deliberately by **you** or any person lawfully in the **home**,

4) Pollution or Contamination Exclusion

We will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- When caused by oil or water escaping from a fixed oil or fixed water installation, or,
- When caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **home**, and
- Reported to **us** not later than 30 days from the end of the **period of insurance**.

In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

5) Contract (Rights of Third Parties) Act 1999 Clarification Clause

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 that Act.

6) Electronic Data Exclusion

We will not pay for:

- a. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom, and
- b. Any legal liability of whatsoever nature,

Directly or indirectly caused by or contributed to, by or arising from:

- Computer viruses, erasure or corruption of electronic data,
- The failure of any equipment to correctly recognise the change of date.

For the purpose of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

7) Terrorism

We will not pay for loss or damage occasioned by or happening through or in consequence directly or indirectly of

- a) **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- 8
- b) in Northern Ireland civil commotion

This Policy also excludes damage or loss resulting from damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of **terrorism**.

In Great Britain and Northern Ireland **terrorism** means

acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the **United Kingdom** or any other government de jure or de facto.

In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland **Terrorism** means:

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to

1. influence any government or any international governmental organisation or
2. put the public or any section of the public in fear

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the **Insured**.

8) Confiscation

We will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

9) Loss of Value

We will not pay for any reduction in market value of any property following its repair or reinstatement.

10) Indirect Loss or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

11) Wear, Tear and Gradually Operating Causes

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rot, rising damp, rising water table, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

12) Financial Sanctions

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

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

13) Defective Design or Construction

We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

14) Cyber and Data Exclusion Clause

We will not pay for any loss, damage, expense or legal liability directly or indirectly caused by, contributed to by or arising from electronic means or devices.

Provided that this exclusion does not apply to physical loss or physical damage to property insured which arises solely from an act or event which occurs accidentally, and which is not intended to cause harm

Protecting your information

We take your privacy extremely seriously and we will only use your personal details in line with our Privacy Notice. Please read our Privacy Notice carefully (This document can be obtained by visiting our website.

<https://www.assetsure.com/privacy-policy>) and contact us immediately if you have any queries. Where necessary, where we would like to use your data for marketing purposes, we shall ask for your specific consent to do so. Your personal information includes all of the details you have given us to process your insurance policy (we will not ask for more information than is necessary).

We may share your data with Third Parties for the provision and ongoing performance of your insurance policy. Your data may be transferred outside the UK. We will not sell, rent or trade your data under any circumstances. All of the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

Fraud Prevention Agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees

Please contact the Data Protection Liaison Officer at the address below if **you** want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of **your** policy, **you** must tell **us** about any incident (such as a fire, water damage, theft or an accident) which may or may not give rise to a claim. When **you** tell **us** about an incident, **we** will pass information relating to it to the registers.

How to contact us

On payment of a small fee, **you** are entitled to receive a copy of the information **we** hold about **you**. Any fee charged will be in line with the guidance issued by the Information Commissioner's Office for such information requests. If **you** have any questions, or **you** would like to find out more about this notice **you** can contact **us** by writing to:

Data Protection Officer
Ageas Insurance Limited
Ageas House, Hampshire Corporate Park,
Templars Way, Eastleigh,
Hampshire, SO53 3YA

Data Protection Liaison Officer
Customer Relations Office
RSA, Bowling Mill, Dean Clough Industrial Estate,
Halifax
HX3 5WA

Section 1: Buildings *Your schedule states if this section is in force*

What is insured

Loss or damage to **your buildings** during the **period of insurance** caused by the following **insured** events:

- 1 Fire, smoke, lightning, explosion or earthquake.
- 2 Aircraft and other flying devices or items dropped from them.
- 3 Storm, flood or weight of snow.

4 Escape of water from and frost damage to, fixed water tanks, heating installation, apparatus or pipes

5 Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation

6 Theft or attempted theft from the **home**

7 Collision or impact by any vehicle or animal

What is not insured

Any cause already excluded within the General Exclusions
The **excess** shown in **your schedule**

- Loss or damage caused by subsidence, **heave** or **landslip** other than as covered under number 9 of Section 1;
- Loss or damage to domestic fixed fuel tanks in the open, swimming pools or covers, hot tubs, tennis courts, drives, patios, terraces, gates, hedges, fences or railings;
- Damage caused by a rise in the water table (the level below which the ground is completely saturated with water);
- Loss or damage caused by weight of snow to garages and **outbuildings** which are not fully enclosed or which have a plastic or glass roof or are not of **standard construction**.

- Loss or damage caused by subsidence, **heave** or **landslip** other than as covered under number 9 of Section 1;
- Loss or damage to domestic fixed fuel tanks in the open, swimming pools or covers, hot tubs, tennis courts, drives, patios, terraces, gates, hedges, fences or railings;
- Loss or damage to heating installations that are outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost stat device;
- Loss or damage caused by failure of or lack of sealant and/or grout.

Loss or damage other than as a result of violent and forcible entry to or exit from the **home**.

Loss or damage caused by insects, birds, vermin or domestic pets.

Section 1: Buildings (continued) *Your schedule states if this section is in force*

What is insured

8 Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts

9 Subsidence, or **heave** of the site upon which the **buildings** stand or **landslip**.

10 Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.

11 Falling trees, branches, telegraph poles or lamp-posts.

What is not insured

- Loss or damage to domestic fixed fuel-oil tanks, swimming pools or covers, tennis courts, drives, patios and terraces, walls, gates and fences unless the exterior walls of the private dwelling are also affected at the same time by the same cause,
- Loss or damage to solid floors, unless the walls of the **home** are damaged at the same time by the same cause,
- Loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law,
- Loss or damage caused by river or coastal erosion,
- Loss or damage caused by normal bedding down, **settlement** or expansion or contraction of new structures, the **settlement** of newly made up ground or compaction of infill, demolition, defective design, faulty materials or inadequate construction or foundations or faulty workmanship;
- Loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions.

- Loss or damage caused by trees being cut down or cut back within the premises,
- Loss or damage to gates, hedges and fences

Section 1: Buildings (continued)

Your schedule states if this section is in force

What is insured

This Section of the contract of insurance also covers:

- a The cost of **accidental damage** to:
- Fixed glass and double glazing (including the cost of replacing frames),
 - **Sanitary ware**,
 - Ceramic hobs,
- all forming part of the **buildings**.
- b The cost of **accidental damage** to:
- Domestic oil pipes,
 - Underground water supply pipes,
 - Underground sewers, drains and septic tanks,
 - Underground gas pipes,
 - Underground cables,
- serving the **home** and which **you** are legally responsible for.
- c The loss of rent and cost of alternative accommodation because of any loss or damage covered under Section 1 (**Buildings**), **we** will pay **you** for one of the following expenses or losses **we** have agreed to:
- The cost of alternative accommodation,
 - An amount equal to the rent payable to **you**
- We** will only pay under this section for the period **your home** is unfit to live in.
- d Expenses **you** have to pay and which **we** have agreed in writing for:
- Architects, surveyors', consulting engineers and legal fees,
 - The cost of removing debris and making safe the building,
 - Costs **you** have to pay in order to comply with any Government or local authority requirements,
- Following loss or damage to the **buildings** under Section 1.
- e Increased metered water charges **you** have to pay following an escape of water which gives rise to an admitted claim under event 4 of Section 1 (**buildings**).
- f Anyone buying the **home** who will have the benefit of Section 1 (**buildings**) cover until the sale is completed or the insurance ends, whichever is sooner.

What is not insured

Any cause already excluded within the general exclusions
The **excess** shown in **your schedule**

Any amount over £50,000 for the **buildings** damaged or destroyed.

- Any expense for preparing a claim or an estimate for loss or damage,
- Any costs if Government or local authority requirements have been served on **you** before the loss or damage.

More than £750 in any **period of insurance**. If **you** claim for such loss under Section 1 (**buildings**) and Section 2 (**contents**), **we** will not pay more than £750 in total.

Loss or damage if the **buildings** are **insured** under any other insurance.

Section 1: Buildings (continued)

Your schedule states if this section is in force

What is insured	What is not insured
Loss or damage to your buildings during the period of insurance caused by the following insured events:	Any cause already excluded within the General Exclusions The excess shown in your schedule
g The cost of replacing and fitting the locks or lock mechanism of external doors and windows of the Home if the keys are lost or stolen anywhere in the world.	More than £500 in any period of insurance .
h If your buildings are damaged by water or oil escaping from any fixed tanks, apparatus, pipes or any fixed heating installation within the premises, we will pay the cost of locating the source of the leak and making good.	More than £2,500 in any period of insurance .
i Damage to the buildings caused by forced access to deal with a medical emergency.	More than £1,000 in any period of insurance . If you claim for such loss under Section 1 buildings and Section 2 contents , we will not pay more than £1,000 in total.
j Malicious damage or attempted theft by your tenant(s) We will also provide cover up to £5,000 per incident	We will not pay for any amounts that are recoverable by you from the tenant(s) deposit. We will not pay for loss or damage to the premises unless the premises are inspected by either you or your appointed representative at least once every six months and records of such inspections kept.

Accidental Damage to the Buildings

The following cover applies only if the Schedule shows that Accidental Damage to Buildings is included:

What is insured	What is not insured
This extension covers:	Any cause already excluded within the General Exclusions The excess shown in your schedule
Accidental damage to the buildings .	<ul style="list-style-type: none"> • Damage or any proportion of damage which we specifically exclude elsewhere under Section 1 (buildings). • The buildings moving, settling, shrinking, collapsing or cracking. • Damage while the home is being altered, repaired, professionally cleaned, maintained or extended, • The cost of general maintenance. • Damage from mechanical or electrical faults or breakdown. • Damage to swimming pools or covers, gates and fences and fuel tanks. • Damage caused by domestic pets.

Section 1: Buildings (continued)

Your schedule states if this section is in force

Personal Liability (as owner of the Home)

The following cover applies only if the Schedule shows that Buildings is included:

What is insured

We will pay all amounts which **you** become legally liable to pay as owner of the **Buildings** and land belonging to it and for any Landlords Contents **you** supply for accidents happening in and around **your Home** during the **Period of Insurance** which result in:

- **Bodily Injury**
- Damage to property

If **you** die, **we** will pay amounts **your** personal representatives become legally liable to pay for liability under this Section.

We will pay up to £2,000,000 for any one accident or series of accidents arising out of any one event. In addition, **we** will also pay any costs and expenses **we** have agreed in writing.

What is not insured

Any cause already excluded within the General Exclusions.

The **excess** shown in **your schedule**

You are not covered for liability arising directly or indirectly:

From **bodily Injury** to:

- a) **You** or **your** family,
- b) Any person who at the time of sustaining such injury is engaged in **your** service;

From damage to property owned by or in the charge or control of:

- a) **You**,
- b) Any person engaged in **your** service;

As occupier of the **home**;

Which **you** have assumed under an agreement or contract and which would not otherwise have attached;

From the ownership or occupation of any land or **buildings** other than the **home**,

Where **you** are entitled to cover from another source, In connection with **your** profession, occupation, business or employment;

From any communicable disease or condition;

From **you** owning or using any:

- a) Power-operated lift,
- b) Mechanically-propelled vehicle or horse drawn vehicle (other than domestic garden equipment not licensed for road use),
- c) Aircraft, hovercraft or watercraft (other than rowing boats or canoes),
- d) Caravan or trailer,
- e) Animals other than **your** pets
- f) Dangerous dogs specified under Section 1 of the Dangerous dogs Act 1991 or Article 3 of the Dangerous dogs (Northern Ireland) Order 1991

From the direct or indirect consequence of assault or alleged assault,

From any deliberate or wilful or malicious act.

Liability arising from The third party wall etc. Act 1996.

Where **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted.

Section 1: Buildings (continued)

Your schedule states if this section is in force

Defective Premises Act 1972

The following cover applies only if the Schedule shows that Buildings is included:

What is insured

Your liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, as owner of any previous **home** which **you** occupied, for accident happening in and around that **home** which result in:

- **Bodily injury** to any person, or
- Loss or damage to property.

If **you** die, **we** will pay amounts **your** personal representatives become legally liable to pay for liability under this Section.

We will pay up to £2,000,000 for any one accident or series of accidents arising out of any one event. In addition, **we** will also pay any costs and expenses **we** have agreed in writing.

What is not insured

Any cause already excluded within the General Exclusions

The **excess** shown in **your schedule**.

You are not covered for:

- Liability arising from an incident which happened over 7 years after this insurance ends or **your home** was sold, whichever is the sooner.
- Liability arising from any cause for which **you** are entitled to cover under another source, or
- The cost of correcting any fault or alleged fault,
- Liability arising from any **home** previously owned and occupied by **you** in which **you** still hold legal title or have an interest.
- Anything owned by or the legal responsibility of **your** family
- Injury, death, disease or illness to any of **your** family (other than **your** domestic employees who normally live with **you**)
- Liability arising from any employment, trade, profession or business of any of **you** or **your** family other than in the respect of letting **your home**.
- Liability which **you** or **your** family have assumed under an agreement of contract and which would not have otherwise attached.
- Liability arising from The Party Wall etc Act 1996
- Liability where **you** are entitled to indemnify under any other insurance.

Section 1: Buildings (continued)

Conditions that apply to Section 1 – Buildings only

1) How **we** deal with **your** claim

If **your** claim for loss or damage is covered under Section 1, **we** will pay the full cost of repair as long as:

- The **buildings** were in a good state of repair immediately prior to the loss or damage, and
- The sum **insured** is enough to pay for full cost of rebuilding the **buildings** in their present form and the damage has been repaired or loss has been reinstated.

We will take an amount off for wear and tear (from the cost of any replacement or repair) if immediately before the loss or damage, the **buildings** were not in a good state of repair.

We will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

We can settle **your** claim by repairing, replacing, rebuilding or payment. Where **we** can offer repair or replacement via **our** preferred supplier but agree a cash settlement the payment will not exceed the discounted repair or replacement price **we** would pay.

2) **Your** sum **insured**

Your buildings should be **insured** for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors, consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

The most **we** will pay is the amount stated in the **schedule**.

3) Proportionate Remedy:

'If the cost of rebuilding the **buildings** is more than **your** sum insured at the time of any loss or damage, then **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 sum insured. 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** sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 75% of the claim made by **you**.'

4) Maintaining the sum **insured**

After **we** have settled a claim, **we** will not reduce **your** sum **insured** on **your buildings**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

We will not charge any extra premium for maintaining the sum **insured**.

5) Inflation Protection

The sum **insured** shown on **your schedule** will be adjusted in line with a recognised index. Please note that if **we** selected **your** sum **insured** for **you**, the sum **insured** shown on **your schedule** will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum **insured** and limits.

For **your** protection, **we** will not reduce **your** sum **insured** or limits if the index moves down unless **you** ask **us** to.

Section 2: Contents *Your schedule states if this section is in force*

The following cover applies only if the Schedule shows that Contents is included.

What is insured	What is not insured
<p>Loss or damage to your contents during the period of insurance caused by the following insured events:</p>	<p>Any cause already excluded within the General Exclusions. The excess shown in your schedule</p>
<p>1 Fire, smoke, lightning, explosion or earthquake.</p>	
<p>2 Aircraft and other flying devices or items dropped from them.</p>	
<p>3 Storm, flood or weight of snow</p>	<ul style="list-style-type: none"> • Damage caused by a rise in the water table (the level below which the ground is completely saturated with water), • Contents that are located within the premises shown in the schedule but not contained within the home or outbuildings at the time of loss or damage.
<p>4 Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes</p>	<ul style="list-style-type: none"> • Loss or damage if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device, • Loss or damage to the installation itself, • Loss or damage caused by failure of or lack of sealant and/or grout.
<p>5 Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation</p>	<p>Loss or damage to the installation itself</p>
<p>6 Theft or attempted theft</p>	<ul style="list-style-type: none"> • Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason. • Any amount exceeding £1,000 for contents in any garage or outbuilding unless specified in the schedule.
<p>7 Collision or impact by any vehicle or animal</p>	<p>Loss or damage caused by insects, birds, vermin or domestic pets,</p>
<p>8 Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts</p>	

Section 2: Contents (continued)

Your schedule states if this section is in force

The following cover applies only if the Schedule shows that Contents is included.

What is insured	What is not insured
<p>Loss or damage to your contents during the period of insurance caused by the following insured events:</p>	<p>Any cause already excluded within the General Exclusions The excess shown in your schedule</p>
<p>9 Subsidence, or heave of the site upon which the buildings stand or landslip</p>	<ul style="list-style-type: none"> • Loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions, • Loss or damage caused by river or coastal erosion, • Loss or damage to solid floors, unless the walls of the home are damaged at the same time by the same event, • Loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law.
<p>10 Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts</p>	
<p>11 Falling trees, branches, telegraph poles or lamp-posts</p>	<p>Loss or damage caused by trees being cut down or cut back, within the premises</p>
<p>12 Costs you have to pay for replacing locks to alarms and outside doors in the home following theft or loss of your keys anywhere in the world.</p>	<p>More than £500 in in any period of insurance. If you claim under Section 1 (buildings) and Section 2 (contents) we will not pay more than £500 in total.</p>
<p>13 Accidental damage to: mirrors, glass or ceramic tops to furniture and fixed glass in furniture.</p>	
<p>14 Damage to the contents caused by forced access to deal with a medical emergency.</p>	<p>More than £1,000 in any one period of insurance. If you claim for such loss under Section 1 buildings and Section 2 contents, we will not pay more than £1,000 in total.</p>

Section 2: Contents (continued)

Your schedule states if this section is in force

Accidental Damage - to the Contents

The following cover applies only if the Schedule shows that Accidental Damage to the Contents is included.

What is insured	What is not insured
<p>This extension covers:</p> <p>Accidental damage to the contents of the home.</p>	<p>Any cause already excluded within the General Exclusions</p> <p>The excess shown in your schedule</p> <ul style="list-style-type: none"> • Damage or any proportion of damage which we specifically exclude elsewhere under Section 2 (contents), • Damage or deterioration of any article caused by dyeing, professional cleaning, repair, renovation or whilst being worked upon, • More than £1,000 in total for porcelain, china, glass and other brittle articles, • Damage caused by domestic pets

Accidents to Domestic Employees

The following cover applies only if the Schedule shows that Contents is included.

What is insured	What is not insured
<p>We will pay all amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for accidental bodily injury to domestic employees happening during the period of insurance in connection with incidents arising at the home.</p> <p>We will pay up to £5,000,000 for any one claim or series of claims arising out of any one incident, including the costs and expenses that we have agreed in writing.</p>	<p>You are not covered for liability arising directly or indirectly:</p> <ul style="list-style-type: none"> • From any communicable disease or condition, • From the ownership or occupation of any land or buildings other than the home, • Where you are entitled to cover from another source, • In connection with your profession, occupation, business or employment, • From you owning or using any: <ol style="list-style-type: none"> a) Power-operated lift, b) Mechanically-propelled vehicle or horse-drawn vehicle (other than domestic garden equipment not licensed for road use), c) Aircraft, hovercraft or watercraft (other than rowing boards or canoes), d) Caravan or trailer, e) Animals other than your pets, f) Dangerous dogs specified under Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991. • From firearms (except shotguns used for sporting purposes), • From any criminal, deliberate, wilful or malicious act.

Section 2: Contents (continued)

Conditions that apply to Section 2 – Contents only

1) How **we** deal with **your** claim

If **you** claim for loss or damage to the **contents**, **we** will repair, replace or pay for any article covered under Section 2 **contents**.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new as long as:

- The new article is as close as possible to but not an improvement on the original article when it was new, and
- **You** have paid or **we** have authorised the cost of replacement.

We will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

We can settle **your** claim by repairing, replacing, rebuilding or payment. Where **we** can offer repair or replacement via **our** preferred supplier but agree a cash settlement the payment will not exceed the discounted repair or replacement price **we** would pay.

2) **Your** sum insured

Your contents must be **insured** for the full cost of replacement as new.

The most **we** will pay is the amount stated in the **schedule**.

3) Proportionate Remedy:

If the cost of replacing or repairing the **contents** is more than **your** sum insured at the time of any loss or damage, then **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 sum insured. For example, if the premium **you** have paid for **your contents** is equal to 75% of what **your** premium would have been if **your contents** sum insured was enough to replace the entire **contents** of **your home** as new, then **we** will pay up to 75% of any claim made by **you**.

4) Maintaining the sum **insured**

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your contents**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

We will not charge any extra premium for maintaining the sum insured.

5) Inflation Protection

The sum insured shown on **your schedule** will be adjusted in line with a recognised index. Please note that if **we** selected **your** sum insured for **you**, the sum insured shown on **your schedule** will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum **insured** and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the index moves down unless **you** ask **us** to.

Section 3: Landlord Legal Expenses

Your schedule states if this section is in force

This section is administered by ARAG plc under a binding authority agreement with Brit Syndicate 2987 at Lloyd's (BSL) (written under unique market reference B0356KA233D12A000 or replacement thereof). BSL's liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other insurers proportion or in respect of any other section of this policy.

DEFINITIONS

In addition to the general definitions, the following definitions apply to this section only and appear in bold in this section will have the meanings shown below.

Appointed Advisor – The solicitor or other advisor appointed by **us** to act on **your** behalf.

Insurer – Brit Syndicate 2987 at Lloyd's.

Legal Costs & Expenses:

- Reasonable legal costs, fees and disbursements reasonably and proportionately charged by the **Appointed Advisor** on the standard basis and agreed in advance by **us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.
- Other side's costs where **you** have been ordered to pay them or pay them with **our** agreement, except if **you** are prosecuted.
- **Your** basic wages or salary from **your** work as an employee while attending court at the request of the **Appointed Advisor** where **your** employer does not pay **you** for time lost. The maximum the **Insurer** will pay is £100 per day and £1,000 in total.
- Accommodation and/or storage costs for Insured event Accommodation & storage costs.

Property – The residential **property** shown in **your** schedule to which this policy attaches and which is located in England, Wales, Scotland or Northern Ireland.

Reasonable Prospects of Success:

- Other than as set out in the bullet points below, a greater than 50% chance of successfully pursuing **your** claim against another person. If **you** are seeking damages or compensation, there must also be a greater than 50% chance of enforcing any judgment that might be obtained.
- In criminal prosecution claims where **you**:
 - plead guilty, a greater than 50% chance of successfully mitigating **your** sentence or fine or
 - plead not-guilty, where there is a greater than 50% chance of that plea being accepted by the court.
- In all claims involving an appeal, where **you** have a greater than 50% chance of being successful.

Small Claims Court – A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002, a court in Northern Ireland where the sum in dispute is less than £3,000.

Tenancy Agreement – An agreement to let **your property**:

- under an assured shorthold tenancy; or
 - under a shorthold tenancy; or
 - under an assured tenancy;
- as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act.
- in accordance with the Private Tenancies (Northern Ireland) Order 2006; or
 - to a limited company or business partnership for residential purposes by its employees
 - where **you** live at **your property** and have one or two written licence agreement(s) which contain(s) a termination clause.

We/Us/Our – ARAG plc.

Section 3: Landlord Legal Expenses (Continued)

Your schedule states if this section is in force

What is insured

Following an Insured event the insurer will pay **your** legal costs & expenses up to £50,000 for all claims related by time or original cause including the costs of appeals provided that:

- **you** keep to the terms of this policy and cooperate fully with **us**
- **your** claim
 - always has reasonable prospects of success
 - reported to **us** during the period of insurance as soon as possible after first becoming aware of circumstances which could give rise to a claim under this policy and in relation to rent arrears, within 60 days of the rent first becoming due
- unless there is a conflict of interest, **you** agree to use the appointed advisor chosen by **us** in any claim
 - falling under the jurisdiction of the small claims court and/or
 - prior to the issue of proceedings
- the dispute can be heard by a court. A claim is considered to be reported to **us** when **we** have received **your** fully completed claim form and all supporting documentation.

What is not insured

1 Repossession

Cover to pursue **your** legal rights to repossess **your** property that **you** have let under a tenancy agreement provided **you** have:

- demanded rent in writing from **your** tenant as soon as it is overdue and can provide evidence of this
- given the tenant the correct notices for the repossession of **your** property
- a right of repossession under
 - Schedule 2, Part 1 (grounds 1 to 8); or
 - Schedule 5, Part 1 (grounds 1 to 8); or
 - Part 1, Section 21; or
 - Part 2, Section 33

where the Housing Act 1988 as amended by the Housing Act 1996; the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act applies to **your** tenancy agreement. (Visit **our** Landlords' Legal Services website to download notices demanding payment of late rent, and Sections 8 and 21 notices with covering letters).

Where **you** have a licence agreement for **your** property **you** will be seeking to invoke the termination clause or (visit **our** Landlords' Legal Services website to download a licence agreement to let a room to a lodger) or where **you** have a legal right to repossess property that has been let in accordance with the Private Tenancies (Northern Ireland) Order 2006.

Section 3: Landlord Legal Expenses (Continued)

Your schedule states if this section is in force

What is insured

- 2 **Property damage, nuisance and trespass**
 - a) An event which causes visible damage to **your** property and/or anything owned by **you** at **your** property, provided that in respect of a claim against **your** tenant for damage **you** have prepared, prior to the granting of the tenancy, a detailed inventory of the contents and condition of the property which the tenant has signed.
 - b) A public or private nuisance or a trespass relating to **your** property.
- 3 **Recovery of rent arrears**
Pursuit of **your** legal right to recover rent due under a tenancy agreement for **your** property.
(Visit **our** Landlords' Legal Services website to download initial letters to tenants regarding rent arrears).
- 4 **Accommodation & storage costs**
 - **Your** accommodation costs while **you** are unable to get possession of **your** property.
 - **your** storage costs to store **your** personal possessions while **you** are unable to reoccupy **your** property provided that possession is sought because **you** wish to live at **your** property.

What is not insured

- Damage to **your** property that arises from or relates to a contractual agreement other than a tenancy agreement.
 - Trespass by **your** tenant or ex-tenant
 - Any claim relating to: the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **your** property by any government, local or public authority.
-
- Accommodation costs exceeding £175 per day and in excess of £5,250 in total.
 - Storage costs exceeding £50 for each complete week and in excess of £300 in total.

Section 3: Landlord Legal Expenses (Continued)

Your schedule states if this section is in force

Conditions that apply to Section 3 - Landlords Legal Expenses only

Where the insurer's risk under this section of the policy has increased due to **your** failure to keep to these conditions the insurer can cancel **your** policy, refuse a claim or withdraw from an ongoing claim. The insurer also reserves the right to claim back legal costs & expenses from **you** if this happens.

1) Your responsibilities

You must:

- i. tell **us** immediately of anything that may make it more costly or difficult for the appointed advisor to resolve the claim in **your** favour.
- ii. cooperate fully with **us**, give the appointed advisor any instructions required, and keep them updated with progress of the claim and not hinder them.
- iii. take reasonable steps to claim back legal costs & expenses and, where recovered, pay them to the insurer.
- iv. keep legal costs & expenses as low as possible.
- v. allow the insurer at any time to take over and conduct in **your** name, any claim.

2) Freedom to choose an appointed advisor

- i. In certain circumstances as set out in 2. ii. below **you** can choose an appointed advisor. In all other cases no such right exists and **we** shall choose the appointed advisor.
- ii. **You** may choose an appointed advisor if
 - **we** agree to start proceedings or proceedings are issued against **you**, or
 - there is a conflict of interest,
 except where **your** claim is to be dealt with by the small claims court where **we** shall choose the appointed advisor.
- iii. Where **you** wish to exercise the right to choose, **you** must write to **us** with **your** preferred representative's contact details. Where **you** choose to use **your** preferred representative, the insurer will not pay more than **we** agree to pay a solicitor from **our** panel.
- iv. If **you** dismiss the appointed advisor without good reason, or withdraw from the claim without **our** written agreement, or if the appointed advisor refuses with good reason to continue acting for **you**, cover will end immediately.

3) Our consent

You must agree to **us** having sight of the appointed advisor's file relating to **your** claim. **You** are considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality and cost control purposes.

4) Settlement

- i. The insurer can settle the claim by paying the reasonable value of **your** claim.

- ii. **You** must not negotiate, settle the claim or agree to pay legal costs & expenses without **our** written agreement.

- iii. If **you** refuse to settle the claim following advice to do so from the appointed advisor the insurer reserves the right to refuse to pay further legal costs & expenses.

5) Barrister's Opinion

We may require **you** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports **you**, then the insurer will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the insurer will pay for a final opinion which shall be binding on **you** and **us**. This does not affect **your** right under condition 6. below.

6) Arbitration

If any dispute between **you** and **us** arises from this section of the policy, **you** can make a complaint to **us** as described in the complaints section of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns and the matter can be dealt with by the Financial Ombudsman Service **you** can ask them to arbitrate over the complaint. If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If **we** and **you** fail to agree on a suitable person to arbitrate the matter **we** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

7) Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction

All legal instruments and rules referred to within this section of the policy shall include equivalent legislation in Scotland and Northern Ireland and any subsequent amendment or replacement legislation.

Exclusions that apply to Section 3 – Landlord Legal Expenses only

You are not covered for any claim arising from or relating to:

- 1) legal costs & expenses incurred without **our** consent.
- 2) any actual or alleged act, omission or dispute happening before, or existing at the start of this section of the policy, and which **you** believed or ought reasonably to have believed could give rise to a claim.
- 3) any claim occurring during the first 90 days of the first period of insurance where the tenancy agreement started before the start of this section of the policy (except where

Section 3: Landlord Legal Expenses (Continued)

Your schedule states if this section is in force

Conditions that apply to Section 3 - Landlords Legal Expenses only

you have had equivalent cover in force immediately before the start of this policy).

4) an allegation or prosecution against **you** involving:

- assault, violence, indecent or obscene materials, dishonesty, malicious falsehood.
- the manufacture, dealing in or use of alcohol, illegal drugs, illegal immigration.
- offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences).

5) registering, assessing or reviewing rent, rent control, leasehold valuation or the jurisdiction of the First-tier Tribunal (Property Chamber).

6) a property which is or should have been registered as a House of Multiple Occupation.

7) a judicial review.

8) a dispute with **us** or the insurer not dealt with under Arbitration, a managing agent or the party who sold **you** this policy.

Additional Services that apply to Section 3 – Landlord Legal Expenses only

Legal and Tax Advice Helpline

- If **you** have a legal or tax problem relating to **your** property, **we** recommend **you** call **our** confidential legal and tax advice helpline on 0844 571 7975. Legal advice is available 24/7, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).
- The advice covers tenancy-related legal matters and tax matters within the UK. **Your** query will be dealt with by a qualified specialist experienced in handling legal or tax-related matters. Services are subject to fair and reasonable use. Use of this service does not constitute reporting of a claim.

Landlords' Legal Services Website

Register today on **our** Landlords' Legal Services website and enter the voucher code EC426C378CB8 to access the law guide and download legal documents such as Sections 8 and 21 notices to give to **your** tenant to leave the property, letters to demand unpaid rent or give notice of the deposit protection scheme. **You** can access other documents that will help **you** as a landlord or property owner.

Useful contact details

General queries and policy amendments:

Tel: 0208 0033 190

Email: enquiries@assetsure.com

Buildings and contents claims:

Please refer to your schedule

Legal Expenses Claims & Information:

Please refer to your schedule

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Registration number 592997

ASSETSURE

3rd Floor Peek House
20 Eastcheap
London
EC3M 1EB

☎ 0208 0033 190

✉ enquiries@assetsure.com

🌐 assetsure.com

