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Landlord's Insurance+  
Policy Wording

# Section guide

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# Landlord's Insurance+ Policy

## Welcome to HomeLet, here's your new Policy.

We are delighted that You chose to become a HomeLet customer and We hope You are pleased with Your Policy.

This Policy is made up of 4 sections to include:

- Buildings insurance – Section 1
- Contents insurance – Section 2
- Rent Guarantee insurance – Section 3
- Emergency Assistance insurance – Section 4

Your Policy Schedule sets out which sections of cover you have purchased and your sums insured.

The **Policy**, your **Schedule** and any **Endorsement** pages should be read together as one document. Please examine them to make sure they give you the protection according to your present needs. If at any time you wish to add to your cover or revise the cover you currently have, please let HomeLet know – your **Policy** is designed for easy amendment or extension and an updated **Schedule** or **Endorsement** page will be issued each time there is an alteration to sums insured or cover.

## Your Insurers

Your policy is underwritten by the following insurers:

For Section 1 and Section 2 of cover:

- Buildings insurance
- Contents insurance

### The Insurer

This insurance is arranged by HomeLet and underwritten by ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited.

#### Great Lakes Insurance UK Limited

Great Lakes Insurance UK Limited is a company incorporated in England and Wales with company number 13436330 and registered office address is 1 Fen Court, London, United Kingdom, EC3M 5BN. Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 955859. You can check this on the Financial Services Register by visiting <https://register.fca.org.uk/s/>.

#### ERGO UK Specialty Limited

ERGO UK Specialty Limited is a company incorporated in England and Wales with company number 04516776 and registered office address is 1 Fen Court London, United Kingdom, EC3M 5BN. ERGO UK Specialty Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 435184. You can check this on the Financial Services Register by visiting <https://register.fca.org.uk/s/>

HomeLet is a trading name of Barbon Insurance Group Limited which is authorised and regulated by the Financial Conduct Authority for insurance distribution. Firm Reference Number 308724

For Section 3 of cover:

- Rent Guarantee

This Policy section is underwritten by AmTrust Specialty Limited.

AmTrust Specialty Limited is registered in England and Wales under company number 1229676 Its registered office is at Exchequer Court, 33 St Mary Axe, London, EC3A 8AA and. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202189.

For Section 4 of cover:

- Emergency Assistance insurance

This policy section 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](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy section 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. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

## Your Cover

This insurance is designed to provide cover for **Your Buildings** and **Landlords Contents** against loss or damage [as well as rent guarantee and emergency assistance cover.

The parties have entered into this contract in good faith and understand their respective obligations. There are General Conditions contained in this **Policy** as well as other obligations and conditions that are important to **Us** and which **We** rely upon **You** to comply with.

With regard to the events that culminate in a loss **We** will not rely on a breach of an obligation / condition to decline a claim where **You** can prove that the breach could not have increased the risk of the type of loss which actually occurred in the circumstances in which it occurred.

### Sections 1 to 2 – Buildings and Contents

The **Policy** sections defines what is covered (see pages 9-27) and sets out the extent of cover together with obligations and exclusions specific to the cover.

If **You** do need to make a claim under the **Policy** sections, details of what is required is set out on pages 28-29.

General Exclusions applying to the **Policy** sections are set out on pages 14 – 15. **We** will not pay a claim if an exclusion(s) is applicable.

The **Policy** section Definitions on pages 9-11 provide the meaning to words and phrases wherever they appear in the **Policy** sections. **You** will see words in bold which highlight that for the purposes of this **Policy** they are a definition relating to the definitions listed in the relevant sections.

The **Schedule** attaching to this **Policy** will set out the period of this insurance and specify the **Sum Insured**. The **Schedule** may also contain clauses additional to the **Policy** wording that **We** have imposed placing additional obligations/ conditions on **You** and/or varying coverage. The terms of those clauses will be attached to the **Policy** in the form of an endorsement.

In the unlikely event **You** feel that **You** need to make a complaint concerning this insurance **You** will find our complaints procedure on page 30.

#### Privacy Notice

The privacy and security of **Your** personal information is very important to **Us**. Details are on page 5.

### Section 3 –Rent Guarantee

The Policy section defines what is covered (see pages 31 – 42) and sets out the extent of cover together with obligations and exclusions specific to the cover.

If **You** do need to make a claim under the **Policy** section, details of what is required is set out in page 36 - 37.

General Exclusions applying to the Policy section are set out on page 38 - 39. **We** will not pay a claim if an exclusion(s) is applicable.

The Policy Definitions at pages 32 - 34 provide the meaning to words and phrases wherever they appear in the **Policy** section, the Policy Definitions on pages 32 – 34 are specific to the Rent Guarantee Policy section. **You** will see words in bold which highlight that for the purposes of this **Policy** section they are a definition.

The **Schedule** attaching to this **Policy** will set out the period of this insurance and specify the **Sum Insured**. The **Schedule** may also contain clauses additional to the **Policy** wording that **We** have imposed placing additional obligations/ conditions on **You** and/or varying coverage. The terms of those clauses will be attached to the **Policy** in the form of an endorsement.

In the unlikely event **You** feel that **You** need to make a complaint concerning this insurance **You** will find our complaints procedure on page 43.

#### Privacy Notice

The privacy and security of **Your** personal information is very important to **Us**. Details are on page 6.

### Section 4 – Emergency Assistance insurance

The Policy section defines what is covered (see pages 44 – 50) and sets out the extent of cover together with obligations and exclusions specific to the cover.

If **You** do need to make a claim under the **Policy** section, details of what is required is set out in page 51.

General Exclusions applying to the Policy section are set out on page 50. **We** will not pay a claim if an exclusion(s) is applicable.

The Policy section Definitions on page 46 provides the meaning to words and phrases wherever they appear in the **Policy** section, the Policy Definitions on pages 46 are specific to the Emergency Assistance policy. **You** will see words in bold which highlight that for the purposes of this **Policy** they are a definition.

The **Schedule** attaching to this **Policy** will set out the period of this insurance and specify the **Sum Insured**. The **Schedule** may also contain clauses additional to the **Policy** wording that **We** have imposed placing additional obligations/ conditions on **You** and/or varying coverage. The terms of those clauses will be attached to the **Policy** in the form of an endorsement.

In the unlikely event **You** feel that **You** need to make a complaint concerning this insurance **You** will find our complaints procedure on page 52.

#### Privacy Notice

The privacy and security of **Your** personal information is very important to **Us**. Details are on page 6.

It is strongly recommended that **You** read the **Policy** including the **Schedule** and any endorsements to ensure that the cover meets with **Your** requirements and **You** are able to comply with the terms, otherwise **You** should immediately advise **Us** via HomeLet to request any variation to the cover or terms. **We** will then decide whether or not to agree to a variation of the **Policy**. However, the terms of the **Policy** will remain unaltered unless **We** have agreed to a variation in writing.

## The Insurers' Privacy Statements

### Great Lakes Insurance UK Limited & ERGO UK Specialty Limited – Privacy Notice

#### Information We process

**We** process certain information in connection with this **Policy**. Information **We** process may be defined as personal and/ or sensitive personal information.

Personal information is information about a living, identifiable individual e.g. name, address, driving licence or national insurance number. Personal information also includes information about an individual who can be identified through a work function or their title.

In addition, personal information may contain sensitive personal information; such as information about health and/or criminal convictions.

In this privacy notice, **We/Us/Our/Insurer** means Great Lakes Insurance UK Limited and ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited, in so far as this notice relates to their processing of personal data.

**We** are each a controller in relation to **Our** processing of personal and/or sensitive personal information and **We** will each hold and otherwise process such information in compliance with **Our** obligations under UK data privacy laws for the purposes set out in this notice. This notice describes in general terms how **We** each process personal and/or sensitive personal information. For more detailed information, please see the relevant privacy notice (as referred to below) or contact **Us** using the details provided below.

- Great Lakes Insurance UK Limited privacy notice: [https://www.munichre.com/content/dam/munichre/contentlounge/website-pieces/documents/Great-Lakes-Insurance-UK-Information-Notice.pdf/\\_jcr\\_content/renditions/original./Great-Lakes-Insurance-UKInformation-Notice.pdf](https://www.munichre.com/content/dam/munichre/contentlounge/website-pieces/documents/Great-Lakes-Insurance-UK-Information-Notice.pdf/_jcr_content/renditions/original./Great-Lakes-Insurance-UKInformation-Notice.pdf)
- ERGO UK Specialty Limited privacy notice: <https://www.ergo-specialty.co.uk/policies/privacy-policy>

You should show this notice to any other party related to this **Policy** and to any individual (a data subject) whose personal data **You** share with **Us**.

If **You** supply **Us** with personal information and/or sensitive personal information of a data subject where consent is required to process that personal information and/or sensitive personal information, please ensure that **You** have fairly and fully obtained their consent for the processing of their personal information and/or sensitive personal information. Reference in this privacy notice to **You** shall be deemed to refer to any individual whose personal data is processed by **Us** under this **Policy**.

#### Collecting electronic information

If **You** or any other party related to this **Policy** contacts **Us** via an electronic method, **We** may record **Your** internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

#### How We use personal information

**We** may use personal and/or sensitive personal information **We** receive in connection with this **Policy** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims;
- prevent and detect crime (including fraud);
- offer renewals;
- develop new products; and/or
- conduct research (and for wider statistical purposes).

For information on the lawful bases **We** rely on to process personal and/or sensitive personal information for these purposes, please see the relevant privacy notices referred to above.

#### Who We share personal information with

**We** may pass personal and/or sensitive personal information **We** receive in connection with this **Policy** to industry related third parties, including authorised agents, service providers, reinsurers, other insurers, legal advisers, loss adjusters and claims handlers for the purposes above.

**We** may also share personal and/or sensitive personal information **We** receive in connection with this **Policy** with regulatory bodies such as the Financial Conduct Authority (FCA) for the purposes of administering and regulating **Your** insurance.

**We** may also share personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within the Great Lakes/ Ergo/Munich Re Group of companies to:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime; and/or
- develop products and services.

Except for the disclosures described above and in **Our** full privacy notice (see the section entitled "Information We process" for links to those notices), **We** will not disclose personal and/or sensitive personal information to anyone outside the Great Lakes/Ergo/Munich Re Group of companies except:

- where **We** have appropriate permission to do so;
- where **We** are required or permitted to do so by law;

- to other companies where required in connection with the provision of a service to **Us** or **You**; and/or
- where **We** transfer rights and obligations under the insurance provided under this **Policy**.

### Employers' Liability Tracing Office (ELTO)

Certain information relating to **Your** insurance **Policy** including, without limitation:

- the **Policy** number(s);
- employers' names and addresses (including subsidiaries and any relevant changes of name);
- dates of cover;
- employer's reference numbers provided by Her Majesty's Revenue and Customs; and
- Companies House reference numbers (if relevant), will be provided to the ELTO and added to an electronic database ("**the database**").

This information will be made available by **Us** to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011 and subsequent instruments. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers ("the claimants"):

- to identify which insurer (or insurers) provided employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The database will be managed by ELTO.

### The transferring of personal information outside the United Kingdom

In providing insurance services, **We** may transfer personal and/or sensitive personal information to countries outside the United Kingdom. If this happens, it will at all times be held securely and handled in accordance with UK data privacy laws and **We** will ensure that appropriate measures are taken (which may include putting in place appropriate contractual arrangements) to safeguard the personal and/or sensitive personal information transferred.

### Access to personal information

Individuals (i.e., data subjects) have a right to know what personal and/or sensitive personal information **We** hold about them. To exercise this right, please contact the Data Protection Officer at the address listed within this notice.

If **We** do hold information about the individual, **We** will:

- give them a description of it;
- tell them why **We** are holding it;
- tell them who it could be disclosed to; and
- let them have a copy of the information in an intelligible form.

If an individual's information is inaccurate, the individual can ask **Us** to correct any mistakes by contacting **Our** Data Protection Officer.

### Data subject rights

Under UK data privacy laws, individuals (i.e., data subjects) have certain rights in relation to their personal information, including a right of access (see above), a right to correct or supplement inaccurate / incomplete information, a right to request the deletion of information, a right to request the suspension of the processing of the information, a data portability right and a right to object to **Our** processing of the personal information. These rights may only be available in certain circumstances and are subject to certain exemptions.

For more information about data subject rights, please see **Our** privacy notice (as referred to above) or contact **Us** using the details provided below.

### Data Retention

**We** keep personal and/or sensitive personal information for as long as is reasonably required for the purposes explained in this notice. **We** also keep records – which may include personal and/or sensitive personal information – to meet legal, regulatory, tax or accounting needs. For example, **We** are required to retain an accurate record of **Your** dealings with **Us**, so **We** can respond to any complaints or challenges **You** or others might raise later. **We** will also retain files if **We** reasonably believe there is a prospect of litigation. The specific retention period for personal and/or sensitive personal information will depend on **Your** (and/or the relevant data subject's) relationship with **Us** and the reasons **We** hold the personal and/or sensitive personal information. Please contact **Us** using the details below for more information on specific retention periods.

### Changes to this Notice

**We** keep **Our** privacy notice(s) under regular review. **We** would encourage **You** to check back regularly for updates. The Great Lakes Insurance UK Limited privacy notice was last updated in May 2024. The ERGO UK Specialty Limited privacy notice was last updated in October 2024. Please see the section entitled "Information We process" for links to those notices.

### Contacting Us

If **You** or any party relating to this **Policy** have any questions relating to the processing of personal Information and or sensitive personal information, contact:

Data Protection Officer  
 ERGO UK Specialty Limited,  
 1 Fen Court,  
 London, EC3M 5BN.  
 Telephone: **0121 200 5825**

E-mail: [dataprotectionofficer@ergo-specialty.co.uk](mailto:dataprotectionofficer@ergo-specialty.co.uk)

## AmTrust Specialty Limited's Privacy Notice

AmTrust Specialty Limited (AmTrust) will keep **your** personal information safe and private. AmTrust follows all laws that protect **your** privacy. Under the laws, AmTrust is responsible for handling **your** personal information as Data Controller. Here is a simple explanation of how and why it does this. For more details visit the website at [www.amtrustinternational.com/dpn](http://www.amtrustinternational.com/dpn)

## What AmTrust does with your personal information

There are different reasons for using **your** information. AmTrust will need it to:

- give **you** this policy.
- contact **you** to ask if **you** want to continue with the policy.
- protect both **you** and AmTrust against fraud and money laundering.
- follow the law and any regulations that apply.

AmTrust might need **your** information:

- to run through its computer systems to see if it can offer **you** this policy.
- to help **you** if **you** have any queries or want to make a claim.
- to give **you** information, products, or services that **you** ask for.
- for research or statistics.

Some personal information is very private or sensitive. For example, information about **your** health or any criminal convictions **you** might have. AmTrust might need this kind of information to decide if it can offer **you** this policy, or to help **you** with a claim. It will only use this type of information for these specific reasons and will follow any rules that it has to.

AmTrust might need to share **your** information with companies and people who provide a service to it, or to **you** on its behalf. It will only do this if the law allows it to. This includes, for example:

- companies in the AmTrust group and people it works with.
- reinsurers, insurance brokers, insurance reference bureaus and agents.
- credit and fraud agencies.
- medical professionals.
- regulators, and anyone it might need to share the information with by law.

AmTrust might send **your** information outside the UK and European Economic Area for processing and storage. This can include to the USA and Israel. It makes sure that **your** information is stored safely and processed in line with the law and this notice.

**You** can ask AmTrust to:

- provide **you** with the information it has about **you**.
- Restrict or stop processing your information in certain occasions.
- If there are any mistakes or updates, **you** can ask AmTrust to correct them.
- delete **your** information (although there are some things it cannot delete).
- give **your** information to someone else involved in **your** policy.
- not use **your** information for marketing.

If **you** think AmTrust has done something wrong with **your** information, **you** should speak to the local data protection authority.

AmTrust will:

- not keep **your** information longer than it needs to. This is usually up to 10 years after **your** policy ends.
- only keep **your** information longer than 10 years if there is a business or regulatory reason for doing so.

If **you** have questions about how AmTrust uses **your** information, contact its Data Protection Officer. The contact details are on the website - [www.amtrustinternational.com/dpn](http://www.amtrustinternational.com/dpn)

## HomeLet's Privacy Notice

**We** are Barbon Insurance Group Limited trading as HomeLet. **Our** ICO registration number is Z6363100 which can be verified on the ICO Data protection public register. [Information Commissioners - Data protection public register \(ico.org.uk\)](http://www.ico.org.uk)

The following notice sets out how **We** will use and protect **Your** personal data. **We** are committed to protecting **Your** information and ensure that all policies and procedures followed are done so in accordance with the principles of Data Protection Legislation.

The Data Controller is a person or organisation that determines the purposes and the manner in which any personal data is processed. **We** are the Data Controller for all activities carried out by HomeLet.

### How we collect and use your information

**We** will only use **Your** information where **We** are allowed to by law e.g. carrying out an agreement **We** have with you, fulfilling a legal obligation because **We** have a legitimate business interest or where **You** agree to it. **We** will never collect special category information about **You** without **Your** explicit consent.

If **We** provide an Agency Account to **You**, including referencing **Your Tenants** and providing **You** with insurance, **We** will collect the information of **Your** business and staff members on the basis of **Our** contractual relationships. The personal data **We** collect will include **Your** name, date of birth, personal address, work telephone number and work email address. **We** will never collect sensitive information about **You** or **Your** employees without **Your** explicit consent.

### Who We share Your information with

We may pass your personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

We may also share your personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection

agencies and within HomeLet and Insurers (including their group of companies) to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or ☐ develop products and services.

### How long we will keep your information

We will keep Your information for as long as You have a relationship with Us. After it ends We will keep it where We may need it for our legitimate purposes e.g. to help Us respond to queries or complaints, for claims and legal proceedings to be brought or defended or for other reasons including fighting fraud and financial crime, and responding to requests from regulators.

All Our Agency Management records will be retained whilst Your account is active and for a period of not more than three years from the date Your account is closed.

### HomeLet's full privacy notice

This notice explains the most important aspects of how We use Your data. You can get more information about this by viewing Our full privacy notice online at <https://homelet.co.uk/privacy-notice> or request a copy by emailing [dataprotection@barbon.com](mailto:dataprotection@barbon.com). Alternatively You can write to the Data Protection Officer, Hestia House, Edgewest Road, Lincoln, LN6 7EL

## 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](http://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 some things 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.



## Important Information applicable to All Policy Sections

### Cancellation

#### How to cancel this insurance

To cancel this insurance (before, during or after the “cooling off period”) please give **Us** notice by telephone, email or in writing to **Our** address as stated in **Your Policy** wording.

Cancellation will take effect from the date **We** receive **Your** cancellation instructions.

#### Cooling off period

**You** have a statutory right to cancel **Your Policy** within fourteen (14) days from the day of purchase or renewal of the **Policy** or the day on which **You** receive **Your Policy** or the renewal documentation, whichever is later.

If **You** wish to cancel and the **Policy** has not yet commenced, **You** will be entitled to a full refund of the **Premium** paid. Alternatively if **You** wish to cancel and the **Policy** has already commenced, provided **You** have not made a claim and there hasn't been an incident that could give rise to a claim, **You** will be entitled to a refund of the **Premium** paid, less a proportional deduction for the time **We** have provided cover as stated in “Return of **Premium**” below.

If **You** do not exercise **Your** right to cancel **Your Policy**, it will continue in force and **You** will be required to pay the **Premium**.

#### After the cooling off period

For cancellation outside the statutory cooling off period **You** can cancel this **Policy** at any time. If **You** cancel this **Policy** after the cooling off period, **We** will pay **You** a refund of any **Premium** paid less a deduction in respect of the time for which **You** have been covered as stated in “Return of **Premium**” below.

It's important that **You** cancel this **Policy** if cover is no longer required. Any cancellations requested for a date in the past may require evidence from **You** and incur additional fees to process. In all cases **We** are unable to accept cancellations with an effective date that is prior to the most recent renewal date.

#### Our and the Insurers right to cancel this insurance

**We** or the **Insurer** may cancel this **Policy** where there is a valid reason by giving **You** thirty (30) days' notice in writing either to **Your** last known address and/or via email. If **We** cancel this **Policy**, **We** will pay **You** a refund of any **Premium** paid as stated in “Return of **Premium**” below.

Reasons **We** may decide to cancel **Your Policy** include if:

- a) there is reasonable suspicion of fraud or where there has been misrepresentation of material information and/or other non-disclosure; b) the information that forms the basis of this contract changes;
- c) **You** do not co-operate or supply information or documentation that **We** request which materially affects **Our** ability to process the **Policy** or **Our** ability to defend **Our** interests;
- d) the **Premium** has not been paid;
- e) threatening or abusive behaviour or the use of threatening or abusive language, intimidation or bullying of **Our** staff or suppliers.
- f) If there is a change to the risk which the Insurer would not normally accept or **You** do not co-operate with the Insurer sufficiently for The Insurer to underwrite the risk.

#### Cancellation – instalment payments

If **You** pay **Your Premium** by direct debit and there is any default in payment **We** may then cancel this **Policy** and a refund or credit of **Premium** may not be due when cancellation takes place in these circumstances.

#### Return of Premium

If **You** have made a claim or there has been an incident which could give rise to a claim, **We** will not return any **Premium** for the applicable **Period of Insurance**, if **You** pay **Your Premium** by instalments **We** will continue to collect these instalments until the full **Premium** for the applicable **Period of Insurance** has been collected.

If this **Policy** is cancelled, provided **You** have not made a claim and there hasn't been an incident that could give rise to a claim, **We** will return the **Premium** stated in the **Schedule** less a deduction for the time for which **You** have been covered on a proportional basis (for example, if **You** have been covered for 6 months, the deduction for the time **You** have been covered will be half the annual **Premium**).

### Important Notice – Duty of Disclosure

#### Fair Presentation of Risk

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
- (b) 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).
  - what should reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation (including, for example, 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 the **Insurer** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.
- (c) Whether **You** are an individual or not, what should reasonably be revealed by a reasonable search of the information available to **You**.

### 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, the **Insurer** may avoid this **Policy** and refuse all claims, but the **Insurer** will return any premiums paid, subject to a deduction for any applicable fees.
- 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 on different terms (other than premium terms), the **Insurer** 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 they charged bears to the higher premium that the **Insurer** would have charged.  
For example: if, due to a breach of fair presentation, the **Insurer** charged a premium of £300 but it should have charged £500, then for any claim submitted and agreed at a settlement value of £2,000, **You** will only be paid £1,200.

## Changes to Your Policy

**We** have the right to change the terms of **Your Policy** and / or **Premium**, by giving **You** not less than 60 days prior notice of the change taking effect.

## Renewal

**We** will contact **You** prior to the end of **Your Period of Cover** to give renewal details, including the **Policy** terms and **Premium**. At this point **We** will ask **You** to update any of **Your** details that have changed. **We** will issue **You** a new **Policy** when **You** renew.

Each renewal will be assessed on its own merits and **We** may request further information from **You** before **We** can confirm the renewal of the **Policy**.

**We** are not bound to offer renewal of this **Policy**.

## Governing Law and Jurisdiction

The parties to a contract of insurance are free to choose the law and jurisdiction applicable to that contract. In the absence of any agreement to the contrary stated on the **Schedule**, the laws of England and Wales will apply and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

## Language

The language of **Your Policy** and any communication throughout the duration of the **Period of Insurance** will be English.

## Definition of words

At the beginning of each section of **Your Policy** certain words have been defined. Defined words have the same meaning wherever they are used in that section or your **Policy** and **Schedule** and they and other important words are highlighted by the use of bold print.

## Financial Services Compensation Scheme

The **Insurers** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **We** cannot meet **Our** obligations to **You**. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS, PO Box 300, Mitcheldean, GL17 1DY, Telephone: **0800 678 1100** or [www.fscs.org.uk/contact-us](http://www.fscs.org.uk/contact-us) .

## Claims Contact Numbers

### Buildings and Contents

In the event that you need to make a claim simply telephone the Buildings and Contents claim line on 0330 333 7230. Lines are open Monday to Friday 9am - 5pm.

### Buildings and Contents claims

☎ 0330 333 7230. Lines are open Monday to Friday 9am - 5pm.

### Rent Guarantee

In the event that you need to make a claim simply telephone the HomeLet Rent Guarantee claim line on 0330 333 7067. Lines are open Monday to Friday 9am - 5.30pm.

### Emergency Assistance

If you have taken out Emergency Assistance Cover and need to make a claim then simply telephone 01384 884080. This telephone number is available 24 hours a day, seven days a week.

## Sections 1 and 2 - Buildings and Contents Insurance

These sections of **Your** cover are underwritten by ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited. and has its own set of definitions which can be found in the relevant sections below. Information about **Your Insurer** for this section can be found on pages 5 and 6 of this **Policy** wording.

## Definition of words – Sections 1 and 2 (Buildings and Contents) only

### Accidental Damage

Damage that is unexpected and unintended caused by something sudden and which is not deliberate.

### Buildings

Buildings used wholly or partially as private dwellings including:

- outbuildings, tennis courts and swimming pools used by residents for domestic and leisure purposes;
- garden walls, patios, hardcourts, paved terraces, hedges, fences, gates, paths, drives, cesspits and septic tanks and receiving antennae
- interior decorations, landlord's fixtures and fittings including aerials; □ any common parts to **Your Buildings**;
- garages, forecourts and car parks, owned by **You** or for which **You** are legally responsible, all situated at the address(es) shown in the **Schedule**.

### Computer systems

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

### Consequential loss

Any other costs that are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this **Policy** section. This includes but is not limited to the following;

- a. loss of revenue
- b. loss of earnings
- c. additional travel costs
- d. loss assessor fees
- e. the cost of preparing a claim
- f. compensation for stress or inconvenience.

### Contractors

Any person, persons, company, firm or organisation which is or are at the **Buildings** for the purpose of carrying out construction alteration, extension, or repairs to the **Buildings**.

### 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 section on which **Data** can be stored but not the **Data** itself.

### **Defined peril**

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, **Flood**, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal.

### **Endorsement**

A specific term, condition of variation to the **Policy**.

### **Excess**

The first amount of any claim for which **You** are responsible. This only applies to certain sections of this Policy and/or if shown in **Your Schedule**

### **Flood**

The escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam. Inundation from the sea. Rain induced run off, whether resulting from storm or not.

### **Household**

**You**, all members of **Your** family and any other persons permanently living in **Your** home (other than **Tenants**).

### **Insurer / Our / Us / We**

- (i) Great Lakes Insurance UK Limited; and
- (ii) ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited

### **Landlords Contents**

Either:

a. domestic furniture and furnishings (including kitchen and bathroom units, fixtures and fittings in respect of Leasehold properties only), belonging to **You** or for which **You** are responsible in any **Buildings**, excluding:

- **Valuables**
- personal effects
- **Money**
- credit cards
- pedal cycles
- swimming pool covers
- pets and livestock
- any part of the structure, fixtures and fittings, ceilings or decorations of the **Buildings**
- bonds, bills of exchange, promissory notes and securities for Money
- property used for Business or Trade purposes
- plants, trees or any growing matter
- contact or corneal lenses
- electric or motorised wheelchairs

or if Contents Insurance for Unfurnished Properties is operative on the Policy Schedule,

b. carpets, curtains, interior sun blinds, light fittings, fridges, freezers, dishwashers, washing machines, dryers, cookers and microwaves belonging to **You** or for which **You** are responsible in any **Buildings**.

### **Money**

Cash, bank or currency notes, cheques, postal and money orders, current postage stamps and National Insurance Stamps all belonging to **You** or for which **You** are responsible.

### **Period of Insurance**

The period of time this **Policy** is effective as shown in **Your Schedule** or until cancelled. Each renewal represents the start of a new **Period of Insurance**.

### **Policy**

The **Policy** incorporates this policy wording, **Your Schedule**, **Endorsements** and all terms and conditions of **Your** insurance contract with **Us**.

### **Pollution**

- a) Pollution or contamination by naturally occurring or man-made substances, forces, and organisms, including, but not limited to,
  - (i) any actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material or device, whether or not related in any way to any act of **Terrorism**, and
  - (ii) the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory; and
- b) all loss, damage or injury directly or indirectly caused by pollution or contamination as stated in a) above.

**Premium**

The agreed amount payable by **You** by Direct Debit/ Credit Card/ Debit Card each month or annually in order that cover remains in force under the terms and conditions of this **Policy**.

**Schedule**

The document which provides specific details of the insurance cover in force including **Your** name and the **Buildings** address, **Period of Insurance**, the **Premium** and the sections of this **Policy** that apply.

**Sum Insured**

The amount shown in **Your Schedule** and being the maximum amount **We** will pay in the event of any claim on this **Policy**.

It is noted that the **Sum Insured** for **Buildings** identified in the **Schedule** should include the value at risk of the **Buildings** including an allowance for **Removal of Debris, European Retained and/or Assimilated Legislation and Public Authorities, Architects Surveyors Legal and Consulting Engineers Fees**.

**Territorial Limits** Great Britain, Isle of Man, Channel Islands and Northern Ireland.

**Terrorism**

Act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, 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 and/or to put the public, or any section of the public, in fear.

**The Business**

Owning the **Buildings** described in the Policy Schedule.

**Unoccupied**

The **Building** is deemed as unoccupied when it is not lived in by a **Tenant**. Unoccupancy is deemed to start from the date the last **Tenant** vacated the **Building**, which may pre-date the inception of this cover.

**Tenant**

A person occupying **Your Buildings** by virtue of a tenancy agreement.

**Valuables**

Articles of gold, silver or other precious metals, jewellery, watches, photographic equipment, binoculars, furs, curios and other works of art, audio and audio visual equipment (excluding television receiving equipment, save for satellite and cable television receivers, having a replacement cost as new of £750 or less), home computer equipment, collections of stamps, coins and medals all belonging to **You** or for which **You** are responsible.

**Workmen**

Any person, persons, company, firm or organisation which is or are at the **Buildings** for the purpose of carrying out repairs, decoration, general maintenance and minor alterations to the **Buildings**.

**You/Your(s)/Yourself**

The person or persons shown in the **Schedule** as the policyholder.

**Your** policy is administered by HomeLet on behalf of the **Insurer** as listed above.

## General Conditions – Applicable to Sections 1 and 2 (Buildings and Content)

### 1. Information Provided by You

In deciding to accept this insurance and in setting the terms and **Premium**, **We** have relied on the information **You** have given **Us**. Please refer to “How to amend this insurance” below.

At the commencement of the **Period of Insurance** or at the subsequent renewal of the **Policy**, **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete including any presentation(s) to **Us** on **Your** behalf.

If the information **You** provide is not accurate and complete **Your Policy** may not cover **You** fully, or at all.

### 2. How to amend this insurance

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform HomeLet as soon as reasonably practicable. If **You** need to change the information **You** have given HomeLet because a mistake has been made or if that information changes at any time, please contact HomeLet as soon as reasonably practicable on becoming aware of that mistake or change.

### 3. Changes in Circumstances

**You** must notify **Your Agent** immediately of any change in **Your** circumstances and in particular the use of **Your Buildings**; the type of **Tenant** occupying the **Buildings**; the cost of rebuilding **Your Buildings** or replacing **Your Landlords Contents**.

**REMEMBER** – failure to notify **Us** of changes may affect any claim **You** make.

When **You** make a change to **Your Policy** or tell **Us** about a change to the information **You** have given **Us**, **We** or HomeLet will write to **You** if **We**:

- need to amend the terms of **Your** insurance; or
- require **You** to pay more for **Your** insurance.

### 4. Advice of Unoccupancy

It is a condition precedent to **Our** liability under this **Policy** section that if any **Residence** is **Unoccupied** for more than 180 consecutive days **You** will notify **Us** in writing immediately.

If **You** do not notify **Us** in writing that **Your Residence** is **Unoccupied** for more than 180 consecutive days all cover under this **Policy** section will cease.

### 5. Renewal of this insurance

When **Your Policy** is due for renewal, HomeLet will contact **You** at least twenty-one (21) days before the **Period of Insurance** ends with full details of **Your** next year's premium and policy terms. **Your Policy** will be on an auto renewal basis unless **You** tell **Us** otherwise. If **You** do not want to renew the **Policy**, please contact HomeLet.

Occasionally, **We** may not be able to offer to renew **Your Policy**. If this happens, **We** will write to HomeLet at least twenty-one (21) days before the expiry of **Your Policy** to allow enough time for **You** to make alternative insurance arrangements.

### 6. Duty of Care

**You** must take actions to prevent and reduce any costs, damage, injury or loss and ensure that **Your Buildings** are maintained in a good state of repair. All protections installed for the protection of the **Buildings** must be regularly maintained.

### 7. Arbitration

Where **We** have accepted a claim but the amount to be paid is in dispute the matter will be referred to an independent arbitrator acceptable to the parties involved.

### 8. Multi-Property Policy

It is understood and agreed that each **Buildings**, as listed in **Your Schedule**, is deemed to be covered as though separately insured.

### 9. Notice of Building Works

**You** must notify **Your Agent** prior to the start of any conversions and extensions to any buildings specified in the **Schedule**. **We** reserve the right to amend cover or any of the terms, conditions and exclusions of this **Policy** section during the period of building works.

### 10. Non-invalidation

Any act or omission on the part of a **Tenant** without **Your** knowledge and beyond **Your** control will not affect **Your** rights under this **Policy** section provided **You** give notice to **Us** in writing immediately after **You** become aware of such act or omission and **You** agree to pay any additional premium **We** may require.

### 11. Non-invalidation – mortgagees

If **You** or the occupiers of the **Insured Property** do anything which increases the risk of loss or damage occurring and such action has been taken without the knowledge or authority of the Mortgagees then the rights of the Mortgagees under this **Policy** section will not be affected provided notice is given to **Us** in writing immediately that they become aware of the action taken and they agree to pay any additional premium **We** may require.

### 12. Other interests

The interest(s) of other parties in the insurance by this **Policy** section is noted, it being understood that in the event of damage, the nature and extent of such other interest(s) will be disclosed by **You**.

### 13. Our Rights after a claim

**We** have the right to take over and conduct in **Your** name the defence or settlement of any claim. **We** may take action in **Your** name at **Our** expense and for **Our** benefit in order to recover from others any payment made under this **Policy**.

### 14. Contracts (Rights of Third Parties) Act

A person or company who is not party to this **Policy** has no right under the Contract (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 that exists or is available apart from that Act.

### 15. Basis of Tenancy Agreement

It is a condition precedent to **Our** liability under this **Policy** section that any letting of the **Buildings** by **You** is on the basis of an Assured Shorthold Tenancy as defined in the Housing Act 1988, a Private Residential Tenancy as defined in the Private Housing (Tenancies) (Scotland) Act 2016, a Standard Occupation Contract as defined in the Renting Homes (Wales) Act 2016, but not Introductory Standard Contracts, Prohibited Conduct Standard Contracts or Secure Contracts, a Private Tenancy as defined under The Private Tenancies (Northern Ireland) Order 2006 or a legally binding company let agreement between **You** and the **Tenant** unless an alternative basis of tenancy has otherwise been agreed and confirmed by **Us** in writing.

### 16. Sanctions

This **Policy** will not provide any insurance cover or benefit and **We** will not pay any sum if doing so would mean that **We** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **Us**.

## General Exclusions – Applicable to Sections 1 and 2 (Buildings and Contents)

We will not cover loss or damage or liability arising outside of the United Kingdom unless specified to the contrary within Your Policy.

### ☐ Radiation

We will not indemnify You against loss, damage, cost or expense or **Consequential Loss** directly or indirectly caused by or contributed by or arising from;

- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- v) any chemical, biological, bio-chemical, or electromagnetic weapon.

### ☐ War

We will not indemnify You against loss, damage, cost, expense or **Consequential Loss** in respect of any loss, cost or expense directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or 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.

### ☐ Terrorism

We will not indemnify You against loss, damage, cost or expense or **Consequential Loss** directly or indirectly caused by or arising out of or in connection with **Terrorism** or any loss, damage, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

If We allege that by reason of this exclusion, any loss, damage, cost or expense or liability is not covered by this **Policy** section, the burden of proving the contrary shall be upon You. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### ☐ Nuclear Energy Risks

We will not indemnify You in respect of Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy** section, Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

- i) nuclear reactors and nuclear power stations or plant;
- ii) any other premises or facilities whatsoever related to or concerned with:
  - o the production of nuclear energy or
  - o the production or storage or handling of nuclear fuel or nuclear waste
- iii) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

### • Deliberate Act

We will not indemnify You against loss, legal liability or damage caused intentionally by You or anyone working on Your behalf.

### • Existing Damage

We will not indemnify You against loss or damage occurring prior to the commencement of Your **Policy**.

### ☐ Sonic Pressure

We will not indemnify You against loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.

### ☐ Consequential Loss

We will not indemnify You against **Consequential Loss** as a result of any claim under this **Policy** section.

### ☐ Wear and Tear

We will not indemnify You against loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.

### ☐ Cyber and Data

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

- i) **Cyber Loss**, unless subject to the provisions of paragraph 2;
- ii) 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; regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Subject to all the terms, conditions, limitations and exclusions of this **Policy** section or any endorsement thereto, this **Policy** section covers physical loss or physical damage to **Buildings** under this **Policy** section 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** section or any endorsement thereto, should **Data Processing Media** owned or operated by **You** suffer physical loss or physical damage insured by this **Policy** section, then this **Policy** section 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** section 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** section or any endorsement thereto having a bearing on **Cyber Loss, Data or Data Processing Media**, replaces that wording.

**Due Care**

**We** will not indemnify **You** against **Your** legal liability caused by or arising out of the deliberate, conscious or intentional disregard of **Your** obligation to take all reasonable steps to prevent bodily injury or loss of or damage to **Property**.

**Motor Vehicles**

**We** will not indemnify **You** against loss or damage caused to any motor vehicles (other than a private garden vehicle), caravans, trailers or watercraft and/or their accessories.

**Pollution**

**We** will not indemnify **You** against loss, damage or expense directly or indirectly caused by or contributed by or arising from **Pollution**.

**Asbestos**

**We** will not indemnify **You** against any loss or damage or **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.

**Disease**

**We** will not indemnify **You** against any loss, damage or **Consequential Loss** 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:

Disease, 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.

## Section 1 – Buildings Insurance

This section only applies when shown in **Your Schedule**. Please also see the Conditions and Exclusions within the **Policy** section.

We will cover **Your Buildings** against accidental loss or damage subject to any section **Excess** as stated below in the **Policy** and/or **Your Schedule**. If an **Excess** has been applied then there is no lower claim limit however the **Excess** amount will be deducted from the claim payment.

### We will pay:

1. Up to the **Sum Insured** under this section for loss of or damage to **Buildings** caused by:
  - a. Fire, smoke, explosion, lightning or earthquake
  - b. Storm or **Flood**
  - c. Collision or impact involving any:-
    - i. vehicle, train, aircraft or other aerial device or anything dropped from them,
    - ii. animal
  - d. Riot, civil commotion, strikes, labour and political disturbances
  - e. Malicious damage
  - f. Escape of water from any fixed water or heating installation or domestic appliance
  - g. Escape of oil from any fixed heating installation
  - h. Theft, or attempted theft
  - i. Falling television or radio aerials, aerial fittings, satellite dishes or masts
  - j. Falling trees or branches
  - k. Subsidence or ground heave of the site on which the **Buildings** stands or landslip

### We will not pay for:

1. the **Excess**
  - loss or damage to **Your Buildings** when it has remained **Unoccupied** for more than 180 consecutive days
  - b. loss or damage:
    - i. by subsidence, ground heave or landslip except as covered under subsidence peril
    - ii. to gates hedges, fences, drives or paths
    - iii. to radio or television aerials
    - iv. caused by rising ground water levels
    - v. caused by or attributable to inadequate maintenance of the **Buildings**
    - vi. caused by frost
  - c. loss or damage caused by domestic pets
  - e. loss or damage:
    - i. to **Buildings** when it has remained **Unoccupied** for more than 90 consecutive days
    - ii. caused by **You**, the **Tenant** or person lawfully at the **Buildings**
  - f. loss or damage:
    - i. to any **Buildings** which has remained **Unoccupied** for more than 90 consecutive days
    - ii. to the appliance/installation itself
    - iii. resulting from any gradually operating cause
  - g. loss or damage:
    - i. to any **Buildings** which has remained **Unoccupied** for more than 90 consecutive days
    - ii. resulting from any gradually operating cause
  - h. loss or damage:
    - i. to **Buildings** when it has remained **Unoccupied** for more than 90 consecutive days
    - ii. unless violent and forcible means are used to gain entry or exit to the **Buildings**
    - iii. by any member of **Your** family, any **Tenant** or other person lawfully at the **Buildings** who don't have a formal tenancy agreement
    - iv. any amount recoverable from the **Tenant** up to the total amount of the initial deposit if they are liable under their tenancy agreement
  - i. loss or damage to the aerials, aerial fittings, satellite dishes or masts
  - j. loss or damage:
    - i. caused by felling or lopping
    - ii. to gates or fences
  - the cost of removal of the tree or branch unless the damage has been caused to **Buildings** by its fall
  - k. An **Excess** of £1,000 (unless stated otherwise in the **Schedule**)
  - loss or damage:
    - i. caused by erosion of the coast or riverbank to swimming pools, garden walls, pathways, patios, terraces, fences, paths and drives unless damaged at the same time as the main buildings which form part of **Your Insured Property**
    - ii. to solid floor slabs unless the foundations beneath the external walls are damaged or destroyed at the

## We will pay:

### 2. **Property fees and costs**

For fees, clearance and shoring up costs, incurred with **Our** prior consent, following loss or damage insured by this section provided such fees and costs together with the amount payable under any other cause insured by this section do not exceed the **Sum Insured** on **Your Buildings**.

### 3. **Additional costs of rebuilding or repair**

For damaged parts of the **Buildings** solely to comply with any statute or bye-laws.

### 4. **Trace and access**

In the event of loss or damage to the **Buildings** by escape of water from a pipe concealed in a wall ceiling or floor or in the ground of the land on which the building stands in respect of the cost of locating the point of escape repairing or replacing the defective section of pipe and making good.

### 5. **Metered Water and Gas Charges**

The cost incurred by **You** as determined by the respective supply undertaking company's meter for metered water and gas charges demanded by the supply undertaking company following damage to the apparatus after the point of the service feed to the **Buildings**.

### 6. **Loss of Rent or Alternative Accommodation** up to 2 years rent on **Buildings** following loss or damage by any peril defined in 1 of this section,:

- a. as a result of any part of **Your Buildings** being made uninhabitable for:
  - i. loss of rent, or
  - ii. the necessary and reasonable cost of alternative accommodation and/or temporary storage of furniture as incurred by **You**, and
  - iii. up to 2 years ground rent
- b. the costs necessarily and reasonably incurred by **You** with **Our** consent in re-letting the **Buildings** solely as a consequence of the loss or damage

### 7. **Sale of Buildings**

Up to the **Sum Insured** on **Your Buildings** to any purchaser for loss or damage or other costs covered by this section. This applies only during the period between exchange of contracts and completion date and provided **Your Buildings** is not otherwise insured.

### 8. **Emergency Access**

The cost of repair, up to £1,000, in respect of damage to **Your Insured Property** through the actions of the emergency services while attending **Your Buildings** to deal with a medical emergency.

### 9. **Accidental Damage**

(This cover only applies when **Accidental Damage** appears under the Buildings section on the **Policy Schedule**)

- up to the **Sum Insured** for loss or damage to **Your Buildings** caused by **Accidental Damage**
  - **Accidental Damage** to service pipes, cables and inspection costs for which **You** have accepted responsibility, which service **Your Buildings**
  - **Accidental Damage** to fixed water pipes and tanks caused by internal stress due to freezing, overheating or excessive water pressure
  - up to the **Sum Insured** for loss or damage to **Your Buildings** caused by Malicious Act of the **Tenant**

## We will not pay for:

- iv. same time by the same cause
- v. caused by bedding down of new structures
- vi. caused by any settlement shrinkage or expansion
- caused by demolition, structural alteration or repair, inadequate construction of foundations

### 2. the **Excess**

- fees charged for the preparation of any claim

### 4. the **Excess**

- any cost arising from normal wear and tear or deterioration
- any amount in excess of £5,000

### 5. the **Excess**

- any loss not discovered within 180 days of the damage occurring
- any loss occurring when the **Buildings** in which the loss occurs is **Unoccupied**  any amount in excess of £1,000

### 6. the **Excess**

- any loss where any part of **Your Buildings** was **Unoccupied** prior to the loss unless verified by a tenancy agreement confirming future occupation
- any loss incurred once the damaged part of **Your Buildings** is habitable
- any amount in excess of £50,000 in any one **Period of Insurance**

### 9. the **Excess**

- any amount recoverable from the **Tenant** up to the total amount of the initial deposit paid (proof of the deposit payment must be submitted in the event of a claim)  the cost of maintenance and normal redecoration  loss or damage:
  - i. that is already covered under the **Tenant's** own contents insurance policy
  - ii. resulting from any gradually operating cause
  - iii. to **Your Buildings** when it has remained **Unoccupied** for more than 90 consecutive days
  - iv. to service pipes and cables which **You** are not legally liable to repair
  - v. caused by neglect or lack of routine maintenance
  - vi. caused by cleaning, repairing, restoration, wear and tear or depreciation, wet or dry rot, mould, woodworm, insects, vermin, any climatic condition or other gradual cause
  - vii. caused by faulty workmanship, defective design or defective materials
  - viii. caused by mechanical or electrical fault, breakdown or derangement
  - ix. caused by domestic pets
  - x. specifically excluded under the Buildings section or elsewhere in this **Policy**

**We will pay:**

**10. Denial of Access**

if during the **Period of Insurance Your Buildings** is not itself damaged but access is denied as a result of **Accidental Damage** by an **Insured Peril** to premises within a one mile radius from **Your Buildings** where such **Accidental Damage** shall physically prevent access to the **Buildings**, **We** will pay for

- i) rent (including ground rent and management charges) **You** should pay or should have received but have lost
- ii) the costs of reasonable alternative accommodation and temporary storage of **Your** furniture

Provided that these **Insured Perils** are insured under The Buildings section of this **Policy** in respect of **Your Buildings** and such loss results from the compulsory actions taken by police competent authority or any other statutory authority

**Definition**

For the purposes of this cover the following Definition applies:

**Insured Peril(s)** Fire lightning explosion aircraft or other aerial devices or items dropped from them theft earthquake storm flood escape of water from any tank, apparatus or pip, leakage of oil from any fixed domestic heating installation, impact by any road vehicle or animal

**We will indemnify You:**

**11. Legal Liability as Owner**

(or in the event of death the legal personal representative)

- a. up to £5,000,000 in respect of all compensation payable by **You** to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause plus costs agreed by **Us** in advance in writing which **You** become legally liable to pay arising directly as a consequence of **Your** ownership of the **Buildings** for:

- i. accidental death or injury to any person; or
- ii. loss of or damage to property which neither belongs to **You** or is in **Your** care,

occurring during the **Period of Insurance** in the **Territorial Limits**;

- b. up to £5,000,000 which **You** as the former owner of any property covered by this section become legally liable to
- c. pay for accidental injury or damage to the property of others during the **Period of Insurance** and arising from a defect in the premises;

If the Buildings section of the **Policy** is cancelled this part of the liability cover will continue to operate

- d. solicitors fees arising from a claim under this paragraph for:
  - i. representation at any coroner's inquest or fatal accident enquiry
  - ii. defence in any court of summary jurisdiction arising out of any possible claim

**We** will for the purpose of this clause treat as though they were the owner or former owner any of **Your Tenants** or lessees provided that they fulfil the terms and conditions of this policy section in so far as they can apply.

:

**We will not pay for**

**10.**

- i) any loss that does not result in access being denied for at least 12 hours duration ii) any amount in excess of 30% of the total **Sum Insured** on **Your Buildings** or £1,000,000 which ever is the lesser any one claim or in any one **Period of Insurance**
- iii) for longer than 12 weeks duration from the date of **Accidental Damage** by the **Insured Peril**
- iv) where an incident occurs resulting in a claim under this cover **You** cannot claim under 6 Loss of Rent and Alternative Accommodation Expenses for the same incident

The Basis of Settlement 6 Reinstatement of Sum Insured Clause does not apply to this cover

**We will not indemnify You for:**

**11. a & b**

- loss of or damage to property or accidental death or injury:
  - i. arising out of any deliberate act
  - ii. arising out of any employment, business or profession other than property owning
  - iii. arising out of any work in the **Buildings** by **Your** employees
  - iv. suffered by anyone under a contract of service with **You** and arising out of the work they are employed to do
  - v. arising from accidents involving any dog described in section 1 of the Dangerous Dogs Act 1991
- accidental death or injury, loss or damage arising from the ownership, possession or use by **You** or on **Your** behalf of:
  - i. any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare
  - ii. any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft
- any fines or penalties
- Legal liability which is assumed by **You** under agreement unless such liability would have arisen in the absence of that agreement
- loss or damage to property or accidental death or injury insured under any other current policy of insurance or any subsequent policy if this section has been cancelled

# Additional Benefits

## Capital Additions

If during the **Period of Insurance** alterations or additions are made to or at **Your Buildings** and such additional property is not otherwise insured it will be held covered under this section of this **Policy** from the time from which **You** became responsible for it until the next renewal of this **Policy** at which date specific insurance will be effected.

The **Sum Insured** for the additions will be deemed to be increased for that period only by the value of the additions to the **Buildings** but not more than 10% of the **Sum Insured** and subject to **Our** liability not exceeding £100,000 in respect of additions at any one location.

**You** will pay the appropriate additional **Premium** and tax. All the terms and conditions and provisions of this Insurance apply to this Additional Benefit except as expressly varied.

## Workmen

Workmen may be employed to effect repairs, decoration, general maintenance and minor alterations without prejudice to the insurance.

**We** shall not be liable for damage caused by **Contractors at Buildings** for the purpose of carrying out contract works, structural or other substantial alterations or extensions (including any contract under JCT conditions) unless agreed by the **Us** in advance.

It is a condition precedent to **Our** liability that when any such work involves the application or generation of heat whether by **Contractors** or **Workmen** or otherwise **You** shall take all reasonable steps to ensure that the appropriate precautions are taken and measures imposed to ensure a safe working environment and minimise the risk of fire or other damage.

# Extension

## Legal liability as employer

The cover provided by this Section is extended to provide Legal Liability Insurance as follows:

### Amount of indemnity

Employers Liability .....£10,000,000

Public Liability .....£5,000,000

The following interpretation applies throughout this Extension 1.

The Insured includes:

- a. in the event of **Your** death, any of **Your** legal personal representatives in respect of liability incurred by **You**
  - b. if **You** so request as far as concerns Occurrence b) only any of **Your** directors, partners, gardeners, porters, caretakers or cleaners in their capacity as such
2. If there is more than one person specified in the **Policy Schedule** as being the Insured, this extension shall apply separately to each person but **Our** total liability shall not exceed the **Amount of Indemnity**.
  3. Property in **Your** charge or under **Your** control shall not include employees' or visitors' personal effects.
  4. Occurrences:
    - a. Employers liability:  
Death, bodily injury, illness or disease to any gardener, porter, caretaker or cleaner under a contract of service or apprenticeship with **You** and resulting from the work they are employed to do in connection with the maintenance, care or upkeep of the **Buildings**. b. Public Liability:
      - i. Accidental death or injury of any person  
loss or damage to property excluding bodily injury to or illness or disease of any person arising out of and in the course of their employment by **You** under a contract of service or apprenticeship and excluding loss of or damage to property belonging to **You** or in **Your** charge or under **Your** control

## We will indemnify You:

In the event of any Occurrence described above, happening during the **Period of Insurance**, **We** will indemnify **You** against:

- a. sums which **You** shall become legally liable to pay for compensation and claimant's costs and expenses in respect of any Occurrence in connection with **The Business**
- b. costs and expenses of litigation incurred with **Our** prior written consent in respect of a claim made against **You** to which the indemnity expressed in this extension applies
- c. the payment of Solicitors' fees incurred with **Our** prior written consent for **Your** representation at proceedings in any Court of Summary Jurisdiction, arising out of any alleged breach of a statutory duty resulting from an Occurrence which may be the subject of indemnity under this Extension, or at any Coroner's Inquest or Fatal Accident Enquiry in respect of such Occurrence **Extension**

The indemnity provided by this Extension shall also apply to liability incurred by **You** in respect of legal costs and other expenses (other than fines or penalties imposed) incurred with **Our** prior written consent and prosecution costs awarded against **You**, arising out of **Your** prosecution for a breach or alleged breach, during the **Period of Insurance**, of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

## We will not indemnify You for:

- Legal liability which is assumed by **You** under agreement unless such liability would have arisen in the absence of that agreement.
- Any claim or other proceedings against **You** lodged or prosecuted in a court outside the **Territorial Limits**.
- Liability for death of, bodily injury to, or illness or disease of any member of **Your** family.
- any liability under Occurrence b in respect of:
  - i. injury, illness or disease, loss or damage caused by anyone in **Your** employment other than a gardener, porter, caretaker or cleaner
  - ii. loss or damage to property which results from **Your** deliberate act or omission and which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission
  - iii. injury, illness or disease, loss or damage, arising from the ownership, possession or use by **You** or on **Your** behalf of:
    - any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such

- vehicle or trailer within the limits of any carriageway or thoroughfare
- iv. any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft loss of or damage to any commodity, article or thing
- iv. accidents involving any dog described in section 1 of the Dangerous Dogs Act 1991
- v. any fines or penalties

**Conditions for legal liability as employer**

Avoidance and Recovery

If any claim is not covered by this Extension **You** will repay to **Us** all payments made solely because of the compulsory insurance law of a country to which this extension applies.

**Basis of claims settlement for all liability cover**

**Our** liability for all compensation payable to any claimant or number of claimants in respect of or arising out of any one Occurrence or all Occurrences of a series consequent on one original cause shall not exceed the **Amount of Indemnity** for any one event.

## Conditions that apply to Section 1 - Buildings

### □ Basis of Claims Settlement

In the event of loss or damage to the **Buildings** during the **Period of Insurance** covered under this Section, **We** will pay **You**:

- i) the **Cost of Reinstatement** of the **Buildings** provided that reinstatement or replacement takes place in accordance with the Reinstatement Conditions set out below,
- ii) Where reinstatement or replacement of the **Buildings** does not take place in accordance with i) above for any reason whatsoever the Alternative Basis of Settlement Condition will apply.

**We** will not pay for the cost of replacing or repairing any undamaged part(s) of the **Buildings** which forms part of a pair, set, suite or part of a common design. **We** will not reduce the **Sum Insured** under this Section following a claim provided that **You** agree to carry out **Our** recommendations to prevent further loss or damage.

### □ Reinstatement Conditions

- i) **Our** liability for the repair or replacement of **Buildings** damaged in part only shall not exceed the amount which would have been payable had such property been wholly lost or destroyed.
- ii) No payment beyond the amount which would have been payable under the Alternative Basis of Settlement Condition below shall be made:
  - a) unless reinstatement commences within 12 months of damage occurring unless otherwise agreed by **Us**;
  - b) until the **Cost of Reinstatement** shall have been actually incurred;
  - c) if the **Buildings** at the time of the damage shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.

Subject always to **Our** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**. Full details of the **Excess** that applies to **Your Policy** will be stated within **Your Schedule**.

### □ Alternative Basis of Settlement Condition

If reinstatement of the **Buildings** does not take place **We** agree that if, during the **Period of Insurance**, the **Buildings** sustain damage due to any of the perils of this Section, **We** will pay **You**, whichever is the lesser of:

- i) the cost to reinstate, repair or replace such property or any part of it less an appropriate deduction for depreciation wear and tear, or ii) the diminution in market value of the **Buildings**,

Subject always to **Our** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

### □ Average Clause

It is **Your** responsibility to ensure that at all times the **Buildings Sum Insured** reflects the total cost of reinstatement and associated fees.

If at the time of damage to the **Buildings**, the **Cost of Reinstatement** which would have been incurred in reinstatement if the whole of the property had been destroyed exceeds the **Sum Insured** then **You** shall be considered as being **Your** own insurer or the difference between the **Sum Insured** and the sum representing the **Cost of Reinstatement** of the whole of the property and shall bear a rateable proportion of the loss accordingly.

The **Excess** shall not be reduced in the event that the Average Clause applies to **Your** claim. If

the Alternative Basis of Settlement Condition is applied this Average Clause is amended to:

In the event that the **Sum Insured** shall, at the commencement of damage, be less than the value of the property covered, then the amount payable by **Us** shall be proportionately reduced.

### Definitions

**Cost of Reinstatement** means:

- i) the rebuilding or replacement of property lost or destroyed which provided **Our** liability is not increased may be carried out:
  - a. in any manner **You** and **We** agree;
  - b. on another site agreed by both **You** and **Us**;
- ii) the repair or restoration of property damaged,

in either case to a condition and design equivalent to or substantially the same as but not better or more extensive than its condition when new as long as the **Buildings** are maintained in a good state of repair and they are insured for the full cost of reinstatement including an allowance for **Removal of Debris, European Retained and/or Assimilated Legislation and Public Authorities, Architects Surveyors Legal and Consulting Engineers Fees**. If the **Buildings** have not been maintained in a good state of repair, **We** will make a deduction for wear and tear or gradual deterioration.

**Removal of Debris** means costs and expenses necessarily incurred by **You** with **Our** consent in:

- a) removing debris;
- b) dismantling and/or demolishing;
- c) shoring up or propping of the portions of the **Buildings**;
- d) clearing drains sewers and gutters at the **Buildings**, as a result of damage hereby insured against.

**We will not pay for any costs and expenses:**

- i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
- ii) arising from **Pollution** of property not insured by this Section.

**European Retained and/or Assimilated Legislation and Public Authorities** means such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Community Legislation (or any transitional or replacement legislation enacted by the UK Government in connection with the departure of the UK from the EU and/ or any subsequent trade arrangement between the UK and the EU); or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye Laws of the government or any public authority (hereafter referred to as the 'Stipulations'),

which governs the construction, alteration and reinstatement of buildings.

Excluding:

- a) the cost incurred in complying with the Stipulations:
  - i) in respect of damage occurring prior to the granting of this **Policy**;
  - ii) in respect of damage not insured by this Section;
  - iii) under which notice has been served upon **You** prior to the happening of the damage;
  - iv) for which at the time of damage there is an existing requirement which has to be implemented within a given period
  - v) in respect of property entirely undamaged by any peril hereby insured against.
- b) the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen.
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

**Architects Surveyors Legal and Consulting Engineers Fees** means the reasonable cost of employing architects, surveyors, lawyers and consulting engineers in the reinstatement or repair of the **Buildings** consequent upon its damage but not for preparing any claim.



## Section 2 – Contents Insurance

This section only applies when shown in **Your Schedule**. Please also see the Conditions and Exclusions within the **Policy** section.

**We will cover Your Landlords Contents** against accidental loss or damage subject to any section **Excess** as stated in the **Policy** and/or **Schedule**. If an **Excess** has been applied then there is no lower claim limit however the **Excess** amount will be deducted from the claim payment.

### We will pay:

1. Up to the **Sum Insured** under this section for loss of or damage to the Landlords **Contents** caused by:
  - a. Fire, smoke, explosion, lightning or earthquake
  - b. Storm or **Flood**
  - c. Collision or impact with the **Buildings** involving any:
    - i. vehicle, train, aircraft or other aerial devices or anything dropped from them
    - ii. animal
  - d. Riot, civil commotion, strikes, labour and political disturbances
  - e. Malicious damage
  - f. Escape of water or oil from any fixed water or heating installation or domestic appliance
  - g. Theft or attempted theft caused by violent and forcible entry or exit from the **Buildings**
  - h. Breakage or collapse of any aerial or satellite dish
  - i. Falling trees or branches
  - j. Subsidence or ground heave of the site on which the **Buildings** stands, or landslip
2. **Replacement of external door locks**  
Up to £1,000 for the replacement and installation cost of external door locks of **Your Buildings** including where the keys of such locks have been stolen.

### We will not pay for:

1. the **Excess**  
more than £2,500 for any single article loss or damage to **Landlords Contents** when **Your Buildings** has remained **Unoccupied** for more than 180 consecutive days b. loss or damage:
  - i. caused by frost
  - ii. to property in the open
  - iii. caused by rising ground water levels
  - iv. caused by or attributable to inadequate maintenance of the **Buildings**
- c. loss or damage caused by domestic pets
- e. loss or damage:
  - i. to the **Landlords Contents** of any **Buildings** when it has remained **Unoccupied** for more than 90 consecutive days
  - ii. caused by the **Tenant**
- f. loss or damage:
  - i. to the **Landlords Contents** of any **Buildings** which has remained **Unoccupied** for more than 90 consecutive days
  - ii. to the appliance/installation itself
  - iii. resulting from any gradually operating cause
- g. loss or damage:
  - i. to the **Landlords Contents** of any **Buildings** which has remained **Unoccupied** for more than 90 consecutive days
  - ii. to **Your Landlords Contents** unless violent and forcible means are used to gain entry or exit
  - iii. by any member of **Your Household**, any **Tenant** or other person lawfully in the **Buildings** who doesn't have a formal Tenancy Agreement
  - iv. to **Your Landlords Contents** whilst outside of the **Buildings** or in any outbuilding in excess of £2,500
  - v. any amount recoverable from the **Tenant** up to the total amount of the initial deposit if they are liable under their tenancy agreement (proof of the deposit paid by the **Tenant** must be submitted in the event of a claim)
- h. loss or damage arising from erection, dismantling, repair or maintenance
- i. loss or damage:
  - i. caused by felling, lopping, or topping of trees
  - ii. the cost of removal of the tree or branch.
- j. loss or damage:
  - i. caused by bedding down of new structures, any settlement shrinkage or expansion
  - ii. caused by demolition, structural alteration or repair, inadequate construction of foundations
  - iii. caused by erosion of the coast or riverbank iv. which originated prior to the commencement of this insurance.
2. loss arising from theft by persons who lawfully occupy or have lawfully occupied the **Buildings**.

**We will pay:**

3. **Loss of Oil and Metered Water or Gas**
  - up to £500 for the cost of oil lost from domestic heating installation following **Accidental Damage** to any part of the domestic heating installation;
  - up to £1,000 for additional metered water or gas charges incurred by **You** as determined by the respective supply undertaking company's meter, and resulting from any peril defined in 1 of this section, for metered water and gas charges demanded by the supply undertaking company following loss or damage to the apparatus after the point of the service feed to the **Buildings**
4. **Loss of Rent or Alternative Accommodation** Up to 30% of the **Sum Insured** of **Landlords Contents** following loss or damage to **Landlords Contents** by any peril defined in 1 of this section:
  - a. as a result of any part of **Buildings** being made uninhabitable for:
    - i. loss of rent
    - ii. the necessary cost of alternative accommodation for **Tenants** incurred by **You**
  - b. the costs necessarily and reasonably incurred by **You** with **Our** consent in re-letting the **Buildings** solely as a consequence of the loss or damage
5. **Temporary Removal**  
**Landlords Contents** lost or destroyed by any peril defined in 1 of this section, whilst temporarily removed from the **Buildings** but remaining in **Territorial Limits** up to 20% of the **Sum Insured** stated in the **Schedule** in respect of **Landlords Contents**
6. **Contents in the Garden**  
Up to £500 in respect of loss or damage to the **Landlords Contents** by any peril defined in 1 of this section, occurring in the open within the boundaries of **Your Buildings**.
7. **Accidental Damage**  
(This cover only applies when **Accidental Damage** appears under the Contents section on **Your Schedule**)
  - up to the **Sum Insured** for loss or damage to **Landlords Contents** in **Your Buildings** caused by **Accidental Damage**
  - up to the **Sum Insured** for loss or damage to **Landlords Contents** in the **Buildings** caused by malicious acts of the **Tenants**

**We will not pay for:**

3. the **Excess**
  - any loss otherwise shown as not insured under the **Landlords Contents** section of this **Policy**
  - any loss occurring when the **Buildings** has been left **Unoccupied** for more than 90 days
4. the **Excess**
  - any loss where the **Buildings** was **Unoccupied** prior to the loss unless verified by a tenancy agreement evidencing future occupation
  - any loss incurred once the **Buildings** is habitable
5. the **Excess**
  - more than £2,500 for any single article
  - loss or damage:
    - i. in a furniture depository
    - ii. caused by storm or **Flood** to **Landlords Contents** not in a building
    - iii. by theft unless force and violence is used to gain entry to or exit from a **Building**
    - iv. to property otherwise insured
6. the **Excess**
  - loss or damage:
    - i. to plants, trees and any growing matter
    - ii. caused after the **Buildings** has been left **Unoccupied** for more than 90 consecutive days
7. the **Excess**
  - more than £2,500 for any single article
  - any amount recoverable from the deposit paid by the **Tenant**, up to the total amount of the initial deposit paid (proof of the deposit payment must be submitted in the event of a claim) □ loss or damage:
    - i. that is already covered under the **Tenant's** own contents insurance Policy
    - ii. resulting from any gradually operating cause
    - iii. to the **Landlords Contents** of any **Buildings** which has remained **Unoccupied** for more than 90 consecutive days
    - iv. caused by neglect or lack of routine maintenance
    - v. caused by cleaning, repairing, restoration, wear and tear or depreciation, wet or dry rot, mould, woodworm, insects, vermin, any climatic condition or other gradual cause
    - vi. caused by faulty workmanship, defective design or defective materials
    - vii. caused by mechanical or electrical fault, breakdown or derangement
    - viii. caused by domestic pets
    - ix. specifically excluded under the **Landlords Contents** section or elsewhere in this **Policy**
    - x. the cost of maintenance and normal redecoration

**We will indemnify You:**

**9. Legal liability as Owner**

(or in the event of death the legal personal representative)  
a. up to £5,000,000 in respect of all sums for which **You** are legally liable to pay to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause plus costs agreed by **Us** in advance in writing which **You** become legally liable to pay as a consequence of **Your** ownership of the **Landlords Contents** for:

- i. accidental death or injury
- ii. loss or damage to property which neither belongs to **You** or is in **Your** care, occurring during the

**Period of Insurance in the Territorial Limits.**

- b. solicitors fees arising from a claim under this paragraph for:
  - i. representation at any coroners inquest or fatal accident enquiry
  - ii. defence in any court of summary jurisdiction arising out of any possible claim

**We** will for the purpose of this clause treat as though they were the owner of the **Landlords Contents** any of **Your Tenants** or Lessees provided that they fulfil the terms and conditions of this **Policy** in so far as they apply.

**10. Occupiers Legal Liability and Worldwide Personal Liability**

- a. up to £5,000,000, plus costs agreed by **Us** in writing which a member of **Your Household**, as occupier of **Your** home or in a personal capacity could become legally liable to pay for:
  - i. injury, illness or disease of any person
  - ii. loss or damage to property which neither belongs to, nor is in the charge of a member of **Your Household**
  - iii. loss or damage caused by fire, explosion, lightning, earthquake or escape of water from any fixed water or fixed heating installation to any private **Residence** and/ or its **Contents**, temporarily occupied for holiday purposes by a member of **Your Household** occurring during the **Period of Insurance**
- b. solicitors fees arising from a claim under this paragraph for:
  - i. representation at any coroners inquest or fatal accident enquiry
  - ii. defence in any court of summary jurisdiction arising out of any possible claim

**We will not indemnify You for:**

**9 a.** loss of or damage to property or accidental death or injury:

- i. arising out of any deliberate act or omission by any member of **Your Household** which could reasonably have been expected having regard to the nature and circumstances of such act or omission
- ii. arising out of any employment, business or profession other than property owning
- iii. arising out of any work on the **Buildings** by **Your** employees
- iv. suffered by anyone under a contract of service with **You** and arising out of the work they are employed to do
- v. arising from accidents involving any dog described in section 1 of the Dangerous Dogs Act 1991
- vi. arising from the ownership, possession or use by **You** or on **Your** behalf of:
  - any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare
  - any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft
- vii. any fines or penalties
- viii. legal liability which is assumed by **You** under agreement unless such liability would have arisen in the absence of that agreement. ix. Loss or damage to property or accidental death or injury insured under any other current policy of insurance or any subsequent policy if this section has been cancelled

10. compensation or other costs arising from accidents involving the following if owned by or in the charge of a member of **Your Household**:

- i. motor vehicles and any trailers attached
- ii. aircraft, motor boats, yachts or caravans
- iii. animals which escape from land (other than **Your** home) on which they are usually kept
- iv. any dog described in section 1 of the Dangerous Dogs Act 1991
- v. property usually kept on land other than **Your** home
- vi. loss of or damage to property or injury, illness or disease
- vii. arising out of any deliberate act or omission by any member of **Your Household** which could reasonably have been expected having regard to the nature and circumstances of such act or omission
- viii. arising out of any employment, business or profession of any member of **Your Household**
- ix. suffered by anyone under a contract of service with a member of **Your Household** and arising out of the work they are employed to do
- x. arising directly or indirectly from the transmission of any communicable disease or virus by any member of **Your Household**
- xi. suffered by any member of **Your Household**
- xii. any fines or penalties

# Extension

## Legal Liability as Employer

The cover provided by this Section is extended to provide Legal Liability Insurance as follows:- **Amount of Indemnity**

Employers Liability .....£10,000,000 Public  
Liability .....£5,000,000

The following interpretation applies throughout this Extension.

1. The Insured includes:
  - a. in the event of **Your** death, any of **Your** legal personal representatives in respect of liability incurred by **You**
  - b. if **You** so request as far as concerns Occurrence b) only any of **Your** directors, partners, gardeners, porters, caretakers or cleaners in their capacity as such
2. If there is more than one person specified in the Policy Schedule as being the **Insured**, this extension shall apply separately to each person but **Our** total liability shall not exceed the **Amount of Indemnity**
3. Property in **Your** charge or under **Your** control shall not include employees' or visitors' personal effects
4. Occurrences
  - a. Employers liability  
Bodily injury, illness or disease to any gardener, porter, caretaker or cleaner under a contract of service or apprenticeship with **You** and resulting from the work they are employed to do.
  - b. Public Liability
    - i. bodily injury to or illness or disease of any person
    - ii. loss or damage to property excluding bodily injury to or illness or disease of any person arising out of and in the course of their employment by **You** under a contract of service or apprenticeship and excluding loss of or damage to property belonging to **You** or in **Your** charge or under **Your** control

### We will pay:

In the event of any Occurrence described above, happening during the **Period of Insurance**, **We** will indemnify **You** against:

- i. sums which **You** shall become legally liable to pay for compensation and claimant's costs and expenses in respect of any Occurrence in connection with **The Business**
- ii. costs and expenses of litigation incurred with **Our** written consent in respect of a claim made against **You** to which the indemnity expressed in this extension applies
- iii. the payment of Solicitors' fees incurred with **Our** written consent for **Your** representation at proceedings in any Court of Summary Jurisdiction, arising out of any alleged breach of a statutory duty resulting from an Occurrence which may be the subject of indemnity under this Extension, or at any Coroner's Inquest or Fatal Accident Enquiry in respect of such Occurrence

### Extension

The indemnity provided by this Extension shall also apply to liability incurred by **You** in respect of legal costs and other expenses (other than fines or penalties imposed) incurred with **Our** written consent and prosecution costs awarded against **You**, arising out of **Your** prosecution for a breach or alleged breach, during the **Period of Insurance**, of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

### We will not pay for:

- any liability under Occurrence b in respect of:
  - i. injury, illness or disease, loss or damage caused by anyone in **Your** employment other than a gardener, porter, caretaker or cleaner
  - ii. loss or damage to property which results from **Your** deliberate act or omission and which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission
  - iii. injury, illness or disease, loss or damage, arising from the ownership, possession or use by **You** or on **Your** behalf of:
    - any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare
    - any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft
  - iv. loss of or damage to any commodity article or thing supplied installed or erected by **You** if such loss or damage is attributable to any defect therein or the harmful nature or unsuitability thereof
  - v. accidents involving any dog described in section 1 of the Dangerous Dogs Act 1991
  - vi. any fines or penalties

## Conditions for legal liability as employer

### Avoidance and Recovery

If any claim is not covered by this Extension **You** will repay to **Us** all payments made solely because of the compulsory insurance law of a country to which this extension applies.

### Basis of claims settlement for all liability cover

**Our** liability for all compensation payable to any claimant or number of claimants in respect of or arising out of any one Occurrence or all Occurrences of a series consequent on one original cause shall not exceed the **Amount of Indemnity** for any one event.

## Conditions that apply to Section 2 – Landlords Contents

### Inflation Protection

The **Sum Insured** for **Landlords Contents**, as shown in **Your Schedule**, will be automatically reviewed each year on the renewal date of the **Policy** and adjusted for inflation based on the Consumer Durables section of the Retail Price Index.

**Your Premium** will be automatically adjusted to take account of any increase in the **Landlords Contents Sum Insured**. **We** will not reduce **Your Landlords Contents Sum Insured** even if the index moves down, unless **You** ask **Us** to.

### Basis of Claims Settlement

In the event of loss or damage to **Your Landlords Contents** covered under the **Policy**, **We** will replace the damaged **Landlords Contents** as new provided that the **Sum Insured** is at least equal to the cost of replacing all the **Landlords Contents**. At **Our** option, **We** may either pay the cost of replacing the lost or damaged item as new or pay the cost of repairing the item. However, we will not pay more than the cost of an equivalent replacement.

The maximum **We** will pay under this Section 2 is the **Sum Insured** for **Your Landlords Contents** as stated in the **Schedule**.

It is **Your** responsibility to ensure that at all times the **Landlords Contents Sum Insured** reflects the total cost of replacement as new.

**We** will not pay for the cost of replacing or recovering or remodelling any undamaged item(s) of the **Landlords Contents** just because it forms part of a pair, set, suite or part of a common 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**.

**We** will not reduce the **Sum Insured** under this Section following a claim provided that **You** agree to carry out **Our** recommendations to prevent further loss or damage.

In the event of a claim **We** reserve the right to request a valuation or recent evidence of value or proof of purchase before any claim payment is made.

Full details of the **Excess** that applies to **Your Policy** will be stated within **Your Schedule**.

Further, claims will only be considered if the **Premium** has been paid from the commencement of this insurance, up to and including the month in which the claim occurred and there are no outstanding payment defaults.

### Average Clause

If the **Landlords Contents Sum Insured** at the time of loss or damage, is less than the actual cost of replacing all the **Landlords Contents** as new, the amount payable shall be proportionally reduced by reference to the shortfall in the **Sum Insured**.

The **Excess** shall not be reduced in the event that the above provision is applied to **Your** claim.

## How do I make a claim under Section 1 and/or Section 2 of my Policy?

**We** aim to settle valid claims promptly and fairly in accordance with the cover provided by this **Policy** section.

**Your** claim will be managed from within our dedicated insurance claims team supported on certain occasions by a professional loss adjusting firm and/or a specialist services company to ensure **Your** claim is settled for the correct amount as quickly as possible. **How to make a claim**

Contact:

MPL Claims Management Ltd  
The Octagon,  
27 Middleborough,  
Colchester,  
Essex, CO1 1TG

Email: [ergo.newclaims@mplclaims.com](mailto:ergo.newclaims@mplclaims.com)  
Telephone : **0345 060014**

## Claims procedure and conditions – applicable to Sections 1 and 2 of this Policy

The following Claims Conditions 1 to 5 are conditions precedent to **Our** liability under this **Policy** section. If **You** do not comply with these conditions **We** shall be entitled to refuse indemnity under this **Policy**:

**You** shall:

1. notify **Us** as soon as reasonably practicable, but in any event within 30 days of discovery of an occurrence that may give rise to a claim under this **Policy** section;
2. take all practicable steps to recover property lost and otherwise minimise the claim;
3. **You** must notify the Police and **Us** within 7 days of losses caused by theft or malicious damage, riot or civil commotion;

4. In respect of any liability claim **You** must provide **Us** with any letters writs or summons in connection with the claim immediately such documents are received. **You** must also not admit any liability or negotiate a claim without **Our** written consent;
5. give all information and assistance **We** may reasonably require in a timely manner.

In addition, **You** shall, within 30 days of notification of a claim or such further time as **We** may in writing allow, deliver to **Us** a written claim providing at **Your** own expense, all details proofs and information regarding the cause and amount of loss or damage as **We** may reasonably require including any other insurances of the **Buildings** and **Landlords Contents** insured by this **Policy** and (if demanded) a statutory declaration of the truth of the claim and of any related matters.

If any of the **Buildings** or **Landlords Contents** is to be reinstated or replaced by **Us**, **You** shall at **Your** own expense provide all such plans, documents, books and information as may be reasonably required.

In certain circumstances **We** may require sight of freehold title or the lease which must be provided by **You** within 30 days of any such a request.

**We** have the right to take over and conduct in **Your** name, the defence or settlement of any claim. **We** may also take action in **Your** name at **Our** expense and for **Our** benefit in order to recover from others any payments made under this **Policy**.

If other insurance exists covering the same loss or liability, **You** must provide full details of such insurances and **We** will then pay a proportionate ratio of the claim.

### Claims and Remedy Condition

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless **We** shall be entitled to:

- i) avoid the contract, refuse all claims, and
- ii) retain the **Premiums** paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **We** shall be entitled, if cover would not have been offered, to:

- i) avoid the contract, refuse all claims, and
- ii) return the **Premiums** paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **We** shall be entitled, if cover would have been offered on different terms, to:

- i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to **Premium**), and
- ii) reduce proportionately the amount to be paid on a claim if **We** would have entered into the contract (whether the terms relating to matters other than the **Premium** would have been the same or different), but would have charged a higher **Premium**.

"reduce proportionately" means that **We** need only pay on the claim X% of what otherwise **We** would have been under an obligation to pay under the terms of the **Policy** (or, if applicable, under the different terms provided for by virtue of paragraph i), where:

$$X = \frac{\text{Premium actually charged}}{\text{Higher Premium}} \times 100$$

### On receipt of a notification of a claim, We may do the following:

1. On the happening of any loss or damage in respect of which a claim is made, **We** may, without thereby incurring any liability or diminishing any of the **Our** rights under this **Policy** section, enter the **Buildings** where such loss or damage has occurred and take possession of or require to be delivered to **Us** any property relating to the loss or damage and deal with such property for all reasonable purposes and in any reasonable manner.
2. No property may be abandoned to **Us** whether taken possession of by **Us** or not.
3. **We** shall have full discretion in the conduct of any proceedings and in the settlement of any claim where **We** have agreed to provide an indemnity under this **Policy**.

### Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy** or if any loss be occasioned by the wilful act or with **Your** connivance then **We** shall be entitled:

- a) not to pay the claim,
- b) recover from **You** any sums paid by **Us** to **You** in respect of the claim, and
- c) to treat this **Policy** as being terminated with effect from the time of the fraudulent act.

If the **Policy** is treated as having been terminated **We** shall be entitled to:

- a) refuse all liability to **You** under the **Policy** in respect of any relevant event occurring after the time of the fraudulent act, and
- b) not return any of the **Premiums** paid under the **Policy**.

### Other Insurances

If in respect of any claim under this **Policy** there is any other insurance or indemnity in **Your** favour in force relative to that claim, or there would be but for the existence of this **Policy**, **Our** liability will be limited to the amount in excess of that which is or would have been payable (but for the existence of this **Policy**) in respect of that claim but always limited to the relevant **Sum Insured**.

### Subrogation

Any claimant under this **Policy** section shall at **Our** request and expense, take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**.

**We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at **Our** own expense and for **Our** own benefit any claim for indemnity or damages or otherwise.

## Complaints Procedure – applicable to Sections 1 and 2

**Our** aim is to provide all **Our** customers with a first class standard of service. However, there may be occasions when **You** feel this objective has not been achieved. If **You** have a complaint about this **Policy** section or the handling of a claim applicable to Sections 1 and 2, the details below set out some of the key steps that **You** can take to address **Your** concerns.

### Where do I start?

If **Your** complaint is about the way in which the **Policy** section was sold to **You** or whether it meets **Your** requirements, **You** should contact HomeLet who arranged the **Policy** for **You**.

If **Your** complaint is about a claim, **You** should refer the matter to:

MPL Claims Management Ltd  
The Octagon,  
27 Middleborough,  
Colchester,  
Essex, CO1 1TG  
Email:  
[ergo.newclaims@mplclaims.com](mailto:ergo.newclaims@mplclaims.com)  
Telephone: **0345 060 0014**

If **Your** complaint is about anything else, **You** should refer it to the contact details as set out below:

ERGO UK Specialty Limited,  
1 Fen Court,  
London, EC3M 5BN  
Email: [complaints@ergo-commercial.co.uk](mailto:complaints@ergo-commercial.co.uk)  
Telephone: **020 3003 7130**

Alternatively, **You** can ask HomeLet to refer the matter on for **You**.

Please quote **Your Policy** number in all correspondence so that **Your** concerns may be dealt with speedily.

### What happens next?

If **We** are not able to resolve **Your** complaint satisfactorily by close of business of the third business day following, **We** will refer **Your** complaint to the Complaints Department at ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited who will send **You** an acknowledgement letter.

If **You** don't receive any acknowledgement letter, or at any time if **You** wish to do so, **You** may contact the Complaints Department **Yourself** by writing to:

Complaints Department,  
ERGO UK Specialty Limited,  
Munich Re Group Offices,  
1 Fen Court,  
London,  
EC3M 5BN

Telephone: **020 3003 7130**

E-mail: [complaints@ergo-commercial.co.uk](mailto:complaints@ergo-commercial.co.uk)

The Complaints Department will investigate **Your** complaint and will provide **You** with a written response within eight weeks of **Your** initial complaint. This will either be a final response or a letter informing **You** that **We** need more time for **Our** investigation.

### If You remain unhappy

If **We** have not resolved **Your** complaint at the end of eight weeks, or if after receiving **Our** final response **You** remain dissatisfied, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (contact details below). **You** will have six months from the date of the final response to make this referral.

**Your** rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service,  
Harbour Exchange Square,  
Exchange Tower,  
London E14 9GE  
Telephone: **0800 0234 567** Email: **complaint.info@financial-ombudsman.org.uk**

Further information is available from them and **You** may refer a complaint to them online at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The Ombudsman will review complaints from eligible complainants. An eligible complainant is defined as:

- i) a private individual;
- ii) a business which has a group annual turnover of less than £6.5m (approx. €8.125m) and either: -
  - a. fewer than 50 staff OR
  - b. an annual balance sheet total of less than £5m at the time the complainant refers the complaint to the respondent;
  - c. a charity which has an annual income of less than £6.5m at the time the complainant refers the complaint to the respondent; or
  - d. a trustee of a trust which has a net asset value of less than £5m at the time the complainant refers the complaint to the respondent.



## Section 3 - Rent Guarantee Insurance

This section of **Your** cover is underwritten by AmTrust Specialty Limited and has its own set of definitions which can be found below.

Information about **Your Insurer** for this section can be found on pages 5 and 6 of this **Policy** wording.

### How to claim on Rent Guarantee

In the event that you need to make a claim simply telephone the HomeLet Rent Guarantee claim line on 0330 333 7067. Lines are open Monday to Friday 9am - 5.30pm.

All Rent Guarantee claims will be handled by **Us** on behalf of the **Insurer**.

All claims and incidents that may give rise to a claim must be notified to **Us**, along with all supporting documents as set out below no later than 31 days after the **Event** occurs, or in the case of **Arrears** no later than 31 days after the first **Arrears** accrue, whichever is sooner.

A claim will not be deemed as submitted within 31 days unless all required supporting documentation has been received by **Us**.

Please do not ask for help from a lawyer, accountant, or anyone else. Should it be necessary to appoint such a professional, one will be appointed by **Us** as part of the claims procedure. If **You** do, **We** will not pay the costs involved even if **We** accept the claim.

**We** will need to see the following information, which is not exhaustive, in support of **Your** claim:

- a) a copy of the current **Tenancy**;
- b) a copy of the first **Tenancy** where the current **Tenancy** is not the original
- c) a copy of the **Deed of Guarantee** if applicable;
- d) a copy of the **Satisfactory References** for the **Tenant(s)** and **Guarantor(s)**
- e) evidence that any conditions of the reference reports have been satisfied;
- f) copies of any notices served on the **Tenant(s)** / occupiers;
- g) a clear and accurate **Rent** Statement showing the dates **Rent** payments fell due and the date **Rent** payments were received for at least the proceeding two years or during the **Tenancy** if it is less than two years, including amounts due, the amounts paid and excluding any transactions not related to **Rent** due from or paid by the **Tenant**;
- h) copies of any notices issued, and correspondence exchanged including, for example, emails, text messages, paper correspondence, telephone notes that evidence **Your** or **Your Agents** attempts to collect unpaid **Rent**. **You** or the **Agent** must contact the **Tenant(s)** within seven days of the first point of **Arrears** and within a further seven days. **You** or the **Agent** must also contact the **Guarantor(s)** within 14 days of the first point of **Arrears**;
- i) evidence that any **Deposit** taken has been properly protected in accordance with legislation
- j) copies of all Gas Safety Certificates and any Energy Performance Certificate in force for the **Tenancy**
- k) a copy of the How To Rent Guide provided to the **Tenant(s)** when the **Tenancy** went periodic; or last renewed;
- l) copies of all **Tenant(s)** and **Guarantor(s)** photographic identification
- m) a copy of the **Inventory** also described as a check-in report
- n) a copy of the valid licence if the **Property** is within a compulsory licensing area;
- o) evidence of your registration and presence on any applicable landlord's database or registration scheme.
- p) a copy of the most recent inspection report and any attempt to undertake an inspection in order to ascertain if the **Tenant** still lives in the **Property**;
- q) Confirmation of the following:
  - i. the full details of the breach being claimed for if the claim is not for **Arrears** or failure to vacate following notice
  - ii. date of service for prescribed information
  - iii. details of any complaints, or maintenance issues raised by the **Tenant(s)** or **Guarantor(s)** in relation to the **Tenancy**.

### Definition of words

Words which appear in bold and start with a capital letter within this **Policy** section will have the meaning given below.

#### Agent

The person(s) or company appointed by the **Landlord** to manage the **Tenancy** on the **Landlord's** behalf.

#### Arrears

Any part, or all of, a **Rent** payment or cumulative **Rent** payments, not paid on the date which the **Tenancy** states they are due. Whilst any **Rent** remains outstanding, the first date of Arrears is the date the **Tenant** first failed to pay any part of the **Rent** on the day it was due.

#### Counterclaim

Any claim brought against the **Landlord**, whether in set-off or otherwise, in relation to the **Property** and/or **Tenancy** and which is brought in the same **Proceedings** as those issued by the **Professional Adviser**, the **Agent** or the **Landlord** pursuant to the claims procedure in this **Policy** section.

**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 **System**.

**Deed of Guarantee / Guarantors Covenant**

Legally enforceable, signed and if applicable independently witnessed confirmation of the **Guarantors** commitment to stand as **Guarantor** or the **Tenants'** obligations, under the **Tenancy**, for the duration of the **Tenants'** occupation of the **Property**.

**Defence**

Any **Proceedings** in which the **Tenant**, or/an **Agent**/representative acting on their behalf, objects to the same.

**Denial of Service Attack**

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **Systems**. Denial of service attacks include, for example, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Systems**.

**Deposit**

A sum of money at least equal to the value of one month's **Rent** as outlined in the **Tenancy**, either held in a Tenancy Deposit Scheme and which is made available to **Us** without prejudice, for use as outlined in the description of cover provided by this **Policy** section.

**Event**

One of the following:

- i the failure of the **Tenant** or where applicable any **Guarantor**, to pay the whole or any part of the **Rent**.
- ii occupation of the **Property** by person or persons unknown to the **Landlord** and/or persons allowed into occupation by a lawful **Tenant** but without the **Landlord's** authority;
- iii The **Tenants'** failure to vacate where a relevant, and valid, possession notice has been served in accordance with the appropriate legislation within the **Territorial Limits**;
- iv an incident or circumstances which is in breach of the terms of the **Tenancy** and gives rise to a claim for possession by the **Landlord**, each of (i) to (iv) having a Reasonable Prospect of Success.

**Excess**

The first amount of any claim resulting from the same **Event**, as shown in the **Schedule**.

**Guarantor**

The person who is a resident of the United Kingdom, has received a **Satisfactory Reference** and is named as a **Guarantor** for a named **Tenant** on a **Deed of Guarantee / Guarantors Covenant**.

**Hacking**

Unauthorised access to any **System** whether owned by **You** or not

**Insurer**

AmTrust Specialty Limited.

**Inventory**

A detailed report stating the condition of the **Property** and its contents, including photographic evidence.

**Landlord / You / Your**

The person(s) or company named in the **Schedule** or in the event of their death their legal representative and also, being the person or persons entitled to the reversionary interest in the **Property**, who enters into a **Tenancy** with the **Tenant**, or in the event of their death an appointed legal personal representative.

**Limit of Indemnity**

The maximum amount of **Rent** payable by **Us** in respect of all **Events** occurring during any **Period of Cover** as shown in the **Schedule**. The maximum amount payable by the **Insurer** in respect of all **Events** occurring during any **Period of Insurance** is £50,000.

**Limit of Professional Costs**

The maximum amount of **Professional Costs** payable by **Us** in respect of an **Event** occurring during any **Period of Cover**, as shown in the **Schedule**.

**Monthly benefit**

The sum of money payable each month in arrears by **Us** to **You** in the event of a successful claim and as defined in the **Schedule**.

**Offer**

Has the same meaning as that attributed to it by Part 36 Civil Procedure Rules 1996.

**Penalty Excess**

An excess that may be applied in the event the terms and conditions of this **Policy** have not been met by **You** in order to accept a claim which would otherwise be declined. The amount of the excess will be the difference between the costs incurred had **You** carried out **Your** obligations under the **Policy** and the increased actual cost as a result of **Your** actions and **Our** prejudiced position. The penalty excess will be agreed by **You** before being deducted from claims payments.

**Period of Cover**

The period of time this **Policy** is effective as shown in the **Schedule** or until this **Policy** is cancelled.

**Phishing**

Any access or attempted access to **Data** made by means of misrepresentation or deception.

**Policy**

The Rent Guarantee Insurance contract between **You** and the **Insurer**, AmTrust Specialty Limited.

This policy is made up of a number of documents. These documents are the:

- i. policy wording
- ii. **Schedule**
- iii. Endorsements
- iv. Notice to Policyholders

**Premium**

The total of all instalments or single full amount due to **Us** in consideration of the full **Period of Cover** as shown in the **Schedule**.

**Proceedings**

Civil Court action or Arbitration or Appeal arising therefrom.

**Professional Advisor**

**We** will appoint an appropriately regulated firm in the relevant **Territorial Limit**.

**Professional costs**

Fees, costs and disbursements, properly and necessarily incurred in respect of an **Event** by the **Professional Adviser**.

**Property**

The residential premises shown **Schedule** and specified as the rental address in the **Tenancy**.

**Reasonable Prospects of Success**

A greater than 50% chance of success in the **Proceedings**, **Defence** or **Counterclaim** decided according to the terms of this **Policy** section.

**Rent**

The amount payable under the **Tenancy**.

**Satisfactory reference**

Either:

- a) A HomeLet Enhance or Let Alliance Full reference report showing 'acceptable' or 'acceptable with condition' and any condition is met.
- b) An equivalent reference from another referencing service showing a positive outcome.

For a **Tenant**, either a) and b) above must include:

- Positive references from a previous landlord or managing agent and;
- Financial references that evidences they can afford to pay the rent (showing affordability of 2.5X the annual rent) and;
- A credit history check highlighting no adverse credit history.

For a **Guarantor**, either a) and b) above must include:

- Financial references that evidences they can afford to pay the rent (showing affordability of 3X the annual rent) and;
- A credit history check highlighting no adverse credit history.

All conditions must be met and any documents required as conditional must be produced and satisfy requirements in the event of a claim.

**Schedule**

The document that shows:

- **Your** name and address;
- the **Property** address;
- the **Period of Cover**;
- the sections and cover that are in force;
- the **Premium You** must pay;
- details of any extensions or endorsements.

**Start Date**

The date shown as the Start Date in the **Schedule**.

**System**

Computer, hardware, software, communications system, electronic device (including, for example, 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 or other equipment or component or system or item which processes, stores, transmits or receives **Data**.

## Tenancy

A written record of the agreement to occupy the **Property** which is either:

- a. an Assured Shorthold Tenancy as defined in the Housing Act 1988;
- b. a Private Residential Tenancy as defined in the Private Housing (Tenancies) (Scotland) Act 2016;
- c. Standard Occupation Contract as defined in the Renting Homes (Wales) Act 2016, but not Introductory Standard Contracts, Prohibited Conduct Standard Contracts or Secure Contracts;
- d. Private Tenancy as defined under The Private Tenancies (Northern Ireland) Order 2006;
- e. a legally binding company let agreement prepared with due care and skill where the **Property** is occupied by the director of the company, or by an employee of the company. or;
- f. any other written agreement agreed in writing by **Us**.

## Tenant

The occupier of the **Property** who has entered into and signed a legally binding **Tenancy** and received a **Satisfactory Reference** prior to occupation. Permitted Occupiers are not classed as a tenant.

A permitted occupier is a person occupying the **Property** as a lodger, or sub-holder of the tenant, or they are not a lodger or sub-holder but are permitted by the **Landlord** to live in the **Property** as a home.

## Territorial limits

England, Scotland, Northern Ireland and Wales.

## Terrorist Act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

## Vacant Possession

The date on which possession of the **Property** is returned to the **Landlord**. The following acts, which is not an exhaustive list, are likely to constitute the return of possession:

- the return of the keys to the **Property** if the **Tenant** offers to surrender keys whilst in claim, **You** and/or the **Agent** must accept the surrender; and/or
- confirmation provided by the **Tenant(s)** that they have vacated the **Property**; and/or
- removal of the **Tenant(s)** from the **Property** via appropriate legal means by the court bailiff and the **Property** has been secured against re-entry.

## Virus

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **Systems, Data** or operations, whether involving self-replication or not including, for example, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

## We/ Our / Us

Barbon Insurance Group Limited trading as HomeLet, on behalf of AmTrust Specialty Limited, the insurer for Rent Guarantee cover.

## Rent Guarantee Cover

### Conditions

1. **We** will pay **Your Monthly Benefit**, for up to 12 months or until **Vacant Possession** has been gained, whichever happens soonest, subject to the following:
  - a. such **Arrears** commenced during the **Period of Cover**
  - b. **We** are promptly notified of the **Event** by receipt of a fully-completed Claim Form together with supporting documents, providing a full and truthful account of the facts of the claim, to be received by **Us** no later than 30 days after the **Event** occurs
  - c. action is taken promptly to gain **Vacant Possession** of the **Property** or recover unpaid **Rent**,
  - d. the **Insurer** has the right at any time under subrogation to pursue **Proceedings** against the **Tenant** in the **Landlord's** name
  - e. The **Arrears** relate to an **Event** which has been accepted and agreed under the terms laid out in the Rent Guarantee Claim Procedure section.
  - f. **You** must ensure that in the event of any **Rent** increase during the **Tenancy** that the **Rent** does not exceed the total **Rent** amount appearing on the **Satisfactory Reference** in the first 12 months of the **Tenancy** and does not exceed the total **Rent** appearing on the **Satisfactory Reference** by more than 20% after the first 12 months of the **Tenancy**. If the **Rent** does exceed 20% increase of the total **Rent** amount appearing on the **Satisfactory Reference** then **You** should hold evidence for production in event of a claim that:
    - a. the **Tenants'** gross monthly income meets or exceeds 2.5 x the applicable share of **Rent** or
    - b. the **Rent** has been increased in line with any rent review clause within the **Tenancy** or;
    - c. the **Rent** has been increased in line with the Housing Act 1988.

In the event the **Rent** is increased during a claim then this **Policy** will only cover the rental amount as stated on the **Tenancy** at the point of the first **Arrears**.

2. The following provisions take effect once **Vacant Possession** has been obtained after a valid claim has been made and accepted by **Us** under this **Policy**:
  - a. 75% of **Your Monthly Benefit** will be paid up to three months following **Vacant Possession** or until the **Property** is let on a new **Tenancy** whichever shall be the sooner.
  - b. once **Vacant Possession** is obtained, the **Property** is to be re-let, the **Rent** must be set in accordance with the current market Rental Value appropriate for the **Property**
  - c. **You** or anyone acting on **Your** behalf must accept any reasonable offer of **Tenancy** which is in excess of 85% of the preceding **Rent**, unless such **Offer** is made by, or includes any person against whom action has been taken via a claim under this, or the previous **Period of Cover**.
3. Benefit will be paid as stipulated in 1 and 2 above:
  - a. at a rate of 1/365<sup>th</sup> of 12 x the monthly **Rent** for each continuous day of **Arrears**
  - b. at a rate of 1/365<sup>th</sup> of 12 x the monthly **Rent**, multiplied by 0.75 for each continuous day that the 75% **Monthly Benefit** is payable following **Vacant Possession**.
  - c. monthly in arrears and will only be paid if the terms and conditions of the **Policy** section are met.
  - d. to the **Landlord** or their **Agent** unless otherwise agreed in writing by the **Insurer**.

### Exclusions

This **Policy** section will not provide **Monthly Benefit** for:

- i. the **Excess**
- ii. **Rent** once the **Property** is re-let
- iii. periods for which the **Property** is not available for re-letting more than three months from the date of **Vacant Possession**
- iv. periods for which the **Property** is advertised for sale or is the subject of a contract for sale
- v. any interest on **Rent Arrears**
- vi. **Rent** which the court orders is not payable to the **Landlord** by the **Tenant** or **Guarantor** or is not deemed lawfully due
- vii. claims first notified after **Vacant Possession** has been gained
- viii. **Rent** which exceeds the total rental amount appearing on the **Satisfactory Reference** documents in the first **Period of Cover**
- ix. **Rent** which exceeds the total rental amount appearing on the **Satisfactory Reference** documents by more than 20% after the first **Period of Cover**
- x. any **Event** which is excluded under the terms and conditions outlined in the Claims Procedure of this **Policy** section
- xi. amounts of **Rent** paid via other consideration
- xii. **Rent** withheld due to set off for compensation under section 87 and 88 of the Renting Homes Wales Act 2016
- xiii. Periods when the **Property** is not occupied due to necessary refurbishment or other works not related to damage or dilapidations caused by the **Tenant**.
- xiv. A period paid under condition 2e if **You** do not make the **Property** available to let when the work has finished. If this happens, **You** must immediately repay any **Monthly Benefit** that **We** paid under 2e.

### Limit of cover

The most **We** will pay for all claims resulting from one or more **Events** arising at the same time or from the same originating cause is:

- i. The **Limit of Indemnity** for Rent Guarantee Cover including all **Professional Costs**; or
  - ii. A sum equivalent to 12 x the monthly **Rent**;
- whichever is the lesser. **We** will not be liable for any **Excess** specified in the **Schedule**.

Monthly Benefit is payable 30 days in arrears.

## Rent Guarantee Claim Procedure

Provided **You** following full the procedure described in this section, the following claim related expenses will be paid under the Rent Guarantee section at no additional cost to You:

- a. **Professional Costs** not otherwise recoverable incurred in the pursuit of a civil claim arising from or relating to an **Event** occurring during the **Period of Cover** and within the **Territorial Limits**
- b. **Professional Costs** in taking action to mitigate the costs, duration and/or likelihood of future repetition of an **Event**.

### Consent Precedent to Liability

Payment of **Professional Costs** is conditional on:

- i. There being **Reasonable Prospects of Success** and
- ii. It is reasonable in all specific circumstances of the case for **Professional Costs** to be paid

**We** may require at **Your** expense, an opinion of counsel on the merits of **Proceedings**. If the claim is subsequently admitted **Your** costs in obtaining such an opinion and providing such advice will be covered under this **Policy**.

If **You** decide to commence or continue with **Proceedings, Defence** and/ or **Counterclaim** for which **We** have denied support under i above and **You** are successful then the **Professional Costs** and any **Monthly Benefit** due will be paid to **You** under the terms of this **Policy** section as if **We** had given **Our** support in the first instance. In all cases the **Policy** will not pay **Your Professional Adviser** more than **We** would have paid **Our** own adviser.

### Conduct of the proceedings

- i. In any claim where the appointment of a **Professional Adviser** is appropriate **We** will appoint a **Professional Adviser** to act on **Your** and **Our** behalf.
- ii. **You** and the **Agent** are responsible for keeping **Us** informed on all progress of the case. Any failure to keep **Us** and the **Professional Adviser** fully or promptly informed of all developments relating to the claim or **Proceedings, Defence, and/ or Counterclaim** may result in cessation of both cover under this **Policy** section and payment of **Professional Costs** under the claims procedure and may in certain circumstances result in any **Professional Costs** incurred or **Monthly Benefit** paid by **Us** becoming recoverable from **You**.
- iii. Where court papers have been issued (or received), or where there is a conflict of interest, **We** will propose an alternative **Professional Adviser** for **Your** consideration
- iv. Any representative is appointed in **Your** name to act for **You**
- v. In the period before **We** agree that **Proceedings** are necessary **We** reserve the right to seek to obtain settlement. The settlement will be on **Your** behalf and **You** will not unreasonably refuse.

### Withdrawal and discontinuance

1. If **You** withdraw from or discontinue the **Proceedings, Defence and/ or Counterclaim** without the prior agreement of the **Professional Adviser** then any **Professional Costs** incurred, **Monthly Benefit** paid and third party costs will become the responsibility of and payable by and recoverable from **You**.
2. In the event that **We** and/or the **Professional Adviser** refuse to continue acting for **You** then the expenses and cover **We** provide will end at once, (unless **We** agree to continue the claim and appoint another **Professional Adviser**) and any **Professional Costs** incurred, **Monthly Benefit** paid and any third party costs will become the responsibility of and payable by and recoverable from **You**.

### Cooperation

1. **You** will co-operate with the **Insurer/Us** at all times and reply promptly to any correspondence connected with the claim. **You** shall give promptly to the **Professional Adviser** all information requested within seven days of request and will meet with them whenever requested.
2. **You** or the **Professional Adviser** must promptly notify the **Insurer** should a conflict of interest arise between the **Landlord** or the **Agent** and the **Insurer**.
3. **You** shall provide all evidence or information required by the **Insurer** and the **Professional Adviser** and shall keep them fully and continually informed of all developments relating to the **Proceedings**.
4. **You** shall, if so requested by the **Insurer**, instruct the **Professional Adviser** to submit his bill of costs for taxation by the court or certification by the appropriate professional body.
5. **You** shall whenever reasonably possible attempt to recover costs from a third party and shall instruct the **Professional Adviser** accordingly.
6. **You** or the **Agent** will attend any court hearing if required to do so by the appointed **Professional Adviser** at **Your** own expense. Attendance may be requested for hearings in respect of recovery action taken by **Us** including enforcement applications after **Vacant Possession** of the **Property** has been gained.
7. If the **Landlord** or the **Agent** is unavailable or fails to attend a court hearing when required, **We** reserve the right to recover all **Professional Costs** incurred including any costs incurred by the **Professional Adviser** removing themselves from the court record and **We** may, under certain circumstances, also seek repayment of **Monthly Benefit** paid.

### Rights to information

1. The **Insurer** shall have direct access to the **Professional Adviser** at all times. The **Insurer** shall be entitled to obtain from the **Professional Adviser** any information, relating to the **Proceedings, Defence** or **Counterclaim** whether or not privileged, and **You** shall, if so requested, immediately give any instructions to the **Professional Adviser** which may be required for this purpose.
2. The **Insurer** shall be notified immediately in writing by **You** or the **Professional Adviser** of any **Offer** made. If the **Insurer** considers the outcome of the **Proceedings, Defence** or **Counterclaims** to be equally or less favourable to **You** than the **Offer**, the **Insurer** shall have no liability in respect of any further **Professional Costs**.

## Exclusions

This **Policy** section will not cover any claim:

- a. where there are not **Reasonable Prospects of Success**
- b. where the amount in dispute is less than £250
- c. for an application for a Judicial Review or for an appeal unless the **Insurer** has given their prior written consent to such costs being incurred
- d. for damages, interest, fines or other penalties
- e. incurred in relation to a claim for possession deemed by the court to be a retaliatory claim

## Limit of cover

1. There is no cover for **Professional Costs** that are:
  - a. incurred in pursuance of any legal action not related to an **Event**
  - b. incurred in avoidable correspondence
  - c. incurred prior to written confirmation from the **Insurer** that the claim has been accepted
  - d. in excess of the **Limit of Professional Costs**
  - e. in excess of those for which the **Insurer** has given its prior approval in accordance with the terms and conditions of the **Policy** section
  - f. recoverable from a court, tribunal or elsewhere; or
  - g. incurred in respect of any claim where the **Insured** is, or but for the existence of this **Policy** would be, entitled to indemnity under any other **Policy** or Guarantee. The **Insurer** will not be liable for any **Excess** specified in the **Schedule**
  - h. incurred in relation to any subsequent costs due or awarded to the **Tenant** or other third party
  - i. incurred as a result of any enforcement step where two previous enforcement steps have been attempted by the **Professional Advisor**
  - j. incurred in relation to any dispute with the successor or selection of a successor by the **Landlord** of the **Tenancy** following the death of a sole **Tenant**.
  - k. incurred in relation to a claim for possession deemed by the court to be a retaliatory claim under section 217 of the Renting Homes Wales Act 2016
2. The **Insurer** will not be liable for any **Excess** specified in the **Schedule**.
3. The most **We** will pay for all claims resulting from one or more **Events** arising at the same time or from the same originating cause is up to the **Limit of Indemnity** shown in the **Schedule**.

## Rent Guarantee - General Exclusions

### 1. This Policy section will not cover any claim:

- a) Arising from or relating to an **Event** happening, or existing outside the **Period of Cover**
- b) where the **Event** had commenced or occurred before the **Satisfactory References** had been completed for the **Tenant**
- c) where the **Event** occurs within 60 days of the **Start Date** and where **Tenancy** commenced before the first **Period of Cover** began
- d) related to any circumstances happening or existing before the **Start Date** which **You** or the **Agent** knew or ought to have known could lead to a claim
- e) where the **Event** occurred as a result of the **Landlord** or the **Agent** not fulfilling **Your** obligations as specified in the **Tenancy**
- f) where the **Landlord** or the **Agent** have not complied with any applicable legislation enacted by central or local government in relation to rented accommodation including for example holding a valid license application where the **Property** falls within a compulsory licensing area or being registered or holding memberships under applicable bodies or schemes.
- g) where the **Event** relates to a Company Let where the occupiers of the **Property** are not employed by or directors of the tenant company
- h) for **Professional Costs** unless:
  - i. **We** have agreed them in advance, and
  - ii. there are **Reasonable Prospects of Success** in the **Proceedings, Defence** and/or **Counterclaim**.
- i) until such time as the **Landlord** or the **Agent** has provided evidence or information reasonably required by the **Insurer** or **Us** to establish whether support can be provided for an **Insured** under the **Policy**
- j) where the **Landlord** or anyone acting on the **Landlord's** behalf **prejudices** the **Reasonable Prospects of Success** in the prosecution or settlement of the **Proceedings, Defence, Counterclaim** or prejudice the **Insurers** financial position in any way
- k) where **You** or the **Agent** act without **Our** consent or contrary to or in a manner different from **Our** or the **Professional Adviser's** advice
- l) where the **Landlord** or the **Agent** has failed to adhere to the terms and conditions as stipulated in the **Satisfactory Reference**
- m) where **You** have failed to adhere to the eligibility criteria and terms of cover specified in the **Policy**
- n) which is false, fraudulent or arises from any deliberate criminal act or material omission by the **Landlord**
- o) unless **We** are promptly notified of the **Event** by receipt of a fully completed Claim Form together with supporting documents, providing a full and truthful account of the facts of the claim, to be received by **Us** no later than 31 days after the **Event** occurs
- p) relating to the damage or loss of the items not contained in an **Inventory** prepared by the **Landlord** or the **Agent** and signed by the **Tenant** or at the commencement of the **Tenancy**
- q) arising from or relating to a dispute or conflict of interest between the **Landlord** or the **Agent** and the **Insurer** or **Us**, mortgage lender, property agent or **Professional Adviser**
- r) arising from or relating to:
  - i. the compulsory purchase, placing of restrictions or any other action by any government, public or local authority
  - ii. subsidence or mining or quarrying activities
  - iii. planning law including the Town and Country Planning Legislation
  - iv. the construction of or structural alteration to buildings or parts of buildings
  - v. matters under the jurisdiction of the Property Chamber of the First-Tier Tribunal
  - vi. libel or slander or malicious falsehood
- s) falling within the jurisdiction of a Rent Assessment Committee, the lands tribunal or the leasehold valuation tribunal
- t) for damages, interest, fines, penalties, or compensation which **You** are ordered to pay by a court or other authority.
- u) for any enforcement method where two previous enforcement methods have been attempted by the **Professional Advisor**.
- v) Where the **Tenancy** is in Wales, is a Standard Occupation Contract and:
  - i. The claim is for costs in relation to the termination of an occupation contract by a contract holder in response to a repudiatory breach by the **Landlord**.
  - ii. The claim is for costs relating to reasonable relocation expenses incurred as a result of possession claims made under section 160 of the Renting Homes Wales Act 2016, Estate Management Grounds
  - iii. It cannot be evidenced that the **Tenant** has received a written statement of the **Tenancy** within any applicable required timescales.
  - iv. The **Tenancy** does not include all necessary fundamental terms or key matters
- w) which is directly or indirectly caused by, contributed to by, or arising from the **Landlord** or the **Agent** failing to comply with applicable or current law and regulations including for example, The Gas Safety (Installation & Use) Regulations 1998, The Electrical Equipment (Safety) Regulations 1994 or The Furniture & Furnishings (fire) (Safety) (Amendment) Regulations 2010 including any amending or superseding legislation
- x) Which is directly or indirectly caused by, contributed to by, or arising from the **Landlord** or the **Agent** failing to address hazards or take actions specified in any notice or request, issued by a local authority relating to the **Property** and within the timescales outlined therein
- y) Which is directly or indirectly caused or contributed to by, or arising from failure of the **Landlord** or the **Agent** to meet the **Landlord's** obligations laid out in Section 11 of the Landlord and Tenant Act 1985 including any amending or superseding legislation
- z) Arising from dispute or legal proceedings arising out of or in connection with a **Terrorist Act**

### 2. Radioactive contamination

This **Policy** section does not cover any damage, **Event**, injury or liability directly or indirectly caused by or contributed to by or arising from

- i. ionising radiation or contamination by radioactivity from any nuclear fuel or fuel from nuclear waste from the combustion of nuclear fuel
- ii. the radioactive toxic explosive or other dangerous effect of any explosive nuclear equipment or nuclear part of that equipment

### 3. War and similar risks

This **Policy** section does not cover

- a) Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by under the order of any government, local or public authority
- b) Any direct or indirect consequence of:
  - i. Irradiation or contamination by nuclear material, or



- ii. The radioactive, toxic, explosive or other hazardous or containing properties of any radioactive matter, or
- iii. Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

#### 4. Nationalisation

This **Policy** section does not cover any damage, **Event**, injury or liability directly or indirectly caused by or contributed to by or arising from nationalisation confiscation requisition seizure, destruction, detention by or under the order of any Government or public or local authority.

#### 5. Sanctions

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

#### 6. Terrorist Act

**We** will not pay a claim arising from any dispute or legal proceedings arising out of or in connection with any direct or indirect consequence of terrorism as defined in the Terrorism Act 2000 and any amending or substituting legislation

#### 7. Electronic Risks

This **Policy** section will not cover any **Event** directly or indirectly caused by, contributed to by, arising from or in connection with:

- a) Loss, damage or destruction to or alteration of or the reduction in functionality, availability or operation of any **System** whether owned by **You** or not and whether tangible or intangible including any **Data** where this is caused by programming or operating error by any person, acts of malicious persons, **Virus**, Hacking, Phishing, **Denial of Service Attack** or failure of any external network.
- b) Loss, reduction in functionality, alteration, modification, distortion, erasure or corruption of, or unauthorised access to repair, replacement, restoration or reproduction of **Data** including any amount pertaining to the value of such **Data** whether or not caused by **Hacking**
- c) Any misinterpretation, use or misuse of **Data**
- d) Unauthorised transmission of **Data** to any third party or transmission of any **Virus**
- e) Loss, damage or destruction of or to any other property directly or indirectly caused by, contributed to by, arising from, or in connection to a cause described in a, b, c or d of this exclusion
- f) Loss, damage or expense directly or indirectly caused by or contributed to, or arising from, the use or operation as a means of inflicting harm, of any computer, computer system, computer software, programme malicious code, computer virus or process of any other electronic system.

#### 8. Date Recognition

This **Policy** section does not cover loss, destruction or damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date, to process data or to operate properly due to failure to recognise any given date,

## Rent Guarantee - General Conditions

1. **We** will act in good faith in all **Our** dealings with **You**. Equally the payment of claims is dependent on:

#### **Your own observance of the following**

- a. complying with the terms and conditions of the **Policy**
- b. giving all necessary information and assistance that **We** may require
- c. take steps to ensure the claim can be resolved as quickly as possible and mitigate **Our** liability and exposure whilst keeping within the terms of the **Policy**.
- d. the rights under this **Policy** section cannot be transferred to anyone other than **You**
- e. the **Policy** section cannot be used to protect any person other than **You**
- f. the benefit cannot be paid to anyone else or in any way other than as described in the **Policy** section.

#### **Your recognition of Our rights**

- a. to take over and deal with in **Your** name the negotiation and/ or settlement of any claim, **Proceedings**, **Defence** or **Counterclaim** at any time.
- b. to take **Proceedings** in **Your** name, but at **Our** expense, to recover for **Our** benefit the amount of any payment made or costs incurred under this **Policy** section
- c. to settle **Your** claim on a proportionate basis if **You** have other insurance covering the same **Event**
- d. to avoid paying any claim which is in any respect fraudulent
- e. to not be bound by any agreement to which **We** are not a party.
- f. to apply an additional **Penalty Excess** to any claim accepted by **Us** where costs of handling such claim have been increased due to any act, error or omission by **You**.

#### 2. Notice

Any notice to be given under these terms and conditions shall be either delivered personally or sent by first-class post. The address for service of each party is (in the case of a company) its registered office and (in the case of an individual) his residential address or any other address for service previously notified to the other parties. A notice is deemed to have been served as follows:

- a. if personally delivered, at the time of delivery;
- b. if posted, at the expiration of forty-eight hours (in the case of airmail, seven days) after the envelope containing it is delivered into the custody of the postal authorities.

### 3. Arbitration

If **We** agree to pay **Your** claim, but **You** disagree with the amount to be paid, such difference shall be referred to an arbitrator jointly appointed by **You** and **Us** in accordance with the Arbitration Act 1996 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man. **You** may not take legal action against **Us** over this disagreement until the arbitrators have made their decision. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of **Us**, **Your** costs shall not be recoverable under this **Policy**.

### 4. Termination

The **Policy** will terminate on the earliest of the following events:

- a. the end of the **Period of Cover**;
- b. **Your** failure to pay the **Premium** when due; or
- c. **Your** cover under the **Policy** is cancelled.

Notification of a claim will not be accepted for an **Event** occurring after termination of the **Policy**.

### 5. Claims Procedure

- a. Where an **Event** occurs relating to unpaid **Rent** the **Tenant** must be contacted by the **Landlord** or **Agent** within seven days of the **Rent** falling due to an attempt to ascertain why the **Rent** is unpaid
- b. If the **Rent** remains unpaid the **Tenant** must be contacted by **You** or the **Agent** within a further seven days, to see if they remain in the **Property** and **Guarantor** must be informed. A record of such contact should be created and held by **You** of the **Agent**.
- c. If the **Tenant** or **Guarantor** cannot be contacted, and it is lawful to do so **You** or the **Agent** must serve notice of a requirement to undertake and carry out an inspection in accordance with **Your** legal rights and visit the **Property**. **You** should seek legal advice if **You** are unsure that such an inspection is lawful.
- d. Potential claims must be notified to **Us** no later than 31 days after the **Event** occurs or no later than 31 days after the first **Arrears** accrue, whichever is sooner.
- e. If the **Landlord** or the **Agent** becomes aware of a potential claim the **Landlord** or the **Agent** shall notify **Us** by sending to **Us** a fully completed Claim Form together with supporting documents, providing a full and truthful account of the facts of the claim.
- e. Should a claim occur the **Landlord** or the **Agent** must provide documentary evidence as requested by the **Insurer**, **Us** or the **Professional Advisor** at **Your** own expense, no later than seven days from the date which the evidence is first requested.
- g. You should notify **Us** if **You** or the **Agent** receives part payment of **Rent** from the **Tenant** at any time following the notification of a claim. The sum should be applied against the earliest **Arrears** and not held for a later period. If payment of **Monthly Benefit** has already been made by the **Insurer**, then **You** must repay the sum received to **Us** immediately
- h. In the event that **You** or the **Agent** display an abandonment notice on the **Property** and assume **Vacant Possession** on the expiry of such notice then **You** shall accept the risks and liability associated with this action. Any costs associated with the abandonment notice shall not be covered by this **Policy**.
- i. Upon gaining **Vacant Possession** of the **Property** the final **Monthly Benefit** will be paid once it is determined how much is due after deducting the balance of the **Deposit** available.  
will calculate the final payment taking into consideration the reasonableness of the following evidence:
  - i. Any details of adjudication of a Tenancy Deposit Scheme;
  - ii. express written agreement from the **Tenant** confirming their liability for any damage
  - iii. a schedule of proposed dilapidation expenditure
  - iv. a detailed checkout report including embedded photographs showing contents and condition of the **Property** v. receipted invoices for the works completed by contractors
- j. Upon **Our** agreement **You** may be able to make a deduction from the **Deposit** for damage caused by the **Tenant** beyond usual wear and tear after which the balance will be used to reimburse the **Monthly Benefit** paid by the **Policy** then **Professional Costs** incurred by **Us**. On receipt of the required documentation specified in 5i **We** will arrange any final payment as maybe due. Any **Agent** fees, re-letting fees, or the **Excess** or any **Penalty Excess** incurred under this **Policy** or any other outstanding bills or balances, must not be deducted from the **Deposit** where **Rent** remains outstanding.
- k. Please ensure that the information specified in 5i is received by **Us** within six weeks of **Vacant Possession**. In the event the information is not received **We** reserve the right to use the full **Deposit** against outstanding **Rent**.
- l. In the event of a **Defence** and/or **Counterclaim** being raised during the course of the **Proceedings** by the **Tenant** or their representatives:
  - i. the **Defence** and/or **Counterclaim** will be assessed by the **Professional Adviser** to determine the most appropriate response and in conjunction with **Us**, recommend a course of action which **You** will not unreasonably refuse
  - ii. if following the assessment of the **Defence** and/or **Counterclaim** the **Professional Adviser** determines there are no longer **Reasonable Prospects of Success** due to the revelation of previously undisclosed facts or circumstances which were known or in **Our** reasonable opinion, ought to have been known by **You**, all cover under this **Policy** will cease and where appropriate **We** will recover **Our** incurred costs and/or **Monthly Benefit** paid, from **You**.

### 6. Change in Risk

**You** shall notify **Us** as soon as **You** become aware of any alteration in risk which may materially affect the **Policy**. **You** may be required to pay an additional **Premium** to **Us**.

**Your Policy** will come to an end from the date of the change unless **We** agree in writing to accept an alteration. **We** do not have to accept any request to vary **Your Policy**.

### 7. Contracts (Rights of Third Parties) Act

No party to this **Policy** intends that any term of this Policy should be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 or equivalent legislation in Scotland, the Channel Islands or the Isle of Man by any person, persons or corporate body who is not a party to this **Policy**.

## 8. Recoveries

The **Insurer** shall have the right at any time to pursue the recovery of any **Monthly Benefit** or **Professional Costs** paid out, including taking **Proceedings** against the **Tenant** or **Guarantor** or former **Tenant** or **Guarantor**. If any recovery is made from the **Tenant** or **Guarantor** by **Us**, **You** or the **Agent**, or as a result of **Proceedings** against the **Tenant** or **Guarantor** the sum received will be applied in the following order:

- i. judgement sums in respect of an **Event** will be paid to **You** subject to consideration for any balance of the **Deposit** not utilised against unpaid **Rent**.
- ii. to **Monthly Benefit** paid by the **Insurer**
- iii. to legal fees and costs incurred by the **Insurer**
- iv. if any balance remains after ii and iii have been repaid, then to the **Landlord** or the **Agent**, but this will be subject to the deduction of a 20% administration charge which will be retained by **Us**.

## 9. Other Insurances

If at the time of an **Event** arising under the **Policy** section, there is any other insurance covering the same **Event**, **We** will pay only a rateable proportion.

## 10. Fraudulent or Exaggerated Claims

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

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

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 **Premium(s)** already paid.

## 11. Reasonable Prospects of Success

At any time **We** may form the view that the **Proceedings**, **Defence** or **Counterclaim** does not have greater than 50% chance of success decided according to the terms of this **Policy** section. In forming this view **We** may take into account the:

- a. amount of money at stake
- b. fact that a reasonable person without this **Policy** would not wish to pursue the matter
- c. prospects of winning the case
- d. prospects of being able to enforce a judgement
- e. fact that **Your** interests could be better achieved in another way.

## 12 Conditions Precedent to Liability

To be eligible for cover **You** and the **Agent** must:

- a. Ensure that the **Tenant** must be at least 18 years of age
  - i. not allow a **Tenant** into possession of the **Property** other than on the basis of an already completed written **Tenancy** duly signed by all parties
  - ii. ensure that the **Tenancy** is legally enforceable
  - iii. ensure that where applicable the **Tenancy** contains valid forfeiture clauses
  - iv. ensure that all legally required documents are served to the **Tenant** prior to the granting of the **Tenancy**
  - v. ensure prior to the commencement of the **Tenancy** that all **Tenants** (and **Guarantors** where applicable) have received **Satisfactory References**
  - vi. ensure that in the instance of there being more than one **Tenant**, that the shares of **Rent** for which each **Tenant** has been deemed acceptable, and subject to all conditions of the **Satisfactory Reference** being met, add up to or exceed the full amount of the monthly **Rent**.
  - vii. ensure that any conditions attached to any **Satisfactory Reference** have been complied with.
- viii. not enter into a **Tenancy** where a person has been requested to act as **Guarantor** for the **Tenant** unless that person has been referenced in accordance with the criteria set out in point v. above and that person has entered into a legally enforceable written guarantee in respect of the **Tenancy**, either in the form of a **Guarantors Covenant** included in the **Tenancy** or as a separate **Deed of Guarantee**, wherein the **Guarantor** will guarantee the performance of the **Tenant's** obligations within the **Tenancy** for the entire period of the applicable **Tenant's** occupancy of the **Property**.
- ix. not allow any **Tenant** into occupation of the **Property** until the first month's **Rent** and **Deposit** payment has been paid in cash, payment has cleared in the **Landlord's** or **Agent's** bank account or otherwise secured
- x. ensure that a sufficiently detailed **Inventory** / check in report has been completed and signed by all parties prior to the granting of the **Tenancy**.
- xi. comply with the requirements of the Housing Act 2004 (as amended or superseded) or equivalent legislation elsewhere within the **Territorial Limits** in connection with any **Deposit** received in connection with the **Tenancy**.
- xii. comply with any mortgage conditions on the **Property**.
- xiii. comply with all conditions of the **Tenancy**.
- xiv. comply with any applicable legislation enacted by central or local government in relation to rented accommodation including, for example, gas safety and energy performance certification; licences for houses of multiple occupancy and landlord registration schemes
- xv. ensure that clear and up to date records of all **Rent** due and payments received are kept including the date of any payments received and details of any complaints made by the **Tenant** and their resolutions or outcomes.
- xvi. ensure that the **Property** is maintained to a reasonable standard with regular, documented program of maintenance and inspection in place and such documentation is made available in the event of a claim
- xvii. ensure that all correspondence to and from the **Tenant(s)** of the **Property** relating to complaints, repairs, disputes or requests are recorded and such records are made available in the event of a claim.

13. Language

The contractual terms, conditions, exclusions and other information relating to this **Policy** will be in the English Language.

Please contact **Us** if **You** require large print, audio, or Braille versions of **Your** policy documents.

## Complaints handling procedure applicable to Section 3

HomeLet is committed to providing the highest standards of customer service. Whilst we work hard to achieve this, we recognise that there may be occasions when problems arise, and you can help us by telling us what you think of our service. We welcome all your comments, whether they're suggestions, compliments or complaints.

This page explains how to tell us about a problem, how we will deal with your complaint; plus what to do if we can't resolve it for you.

### How to complain to HomeLet

Many things can be sorted out by speaking to us directly by phone, and often this will usually be enough to put matters right. However, if you prefer, you can make your complaint in writing, by email or post.

#### Post:

Customer Experience Team  
HomeLet  
Hestia House  
Edgewest Road  
Lincoln  
LN6 7EL

#### Phone:

0800 035 8258

**Email:** [customer.experience@homelet.co.uk](mailto:customer.experience@homelet.co.uk)

In order for us to deal with Your complaint as quickly as possible, it will help us if you mark your correspondence "Complaint" and provide as much information as you can. Try to include details such as policy reference numbers, details of who you have been dealing with, how to get in touch with you and what you would like us to do to resolve the matter.

### How we will deal with your complaint

- Your complaint will be passed to the member of staff who can best address the problem;
- If we can, we will resolve your complaint immediately;
- If we are unable to resolve the matter to your satisfaction straight away, we will commence an investigation and acknowledge your complaint in writing within five working days. At this stage, we will tell you who is dealing with it, what we are going to do and how long we expect it to take;
- If we have been unable to resolve your complaint within four weeks, we will write to you again with details of the current position;
- If we have been unable to resolve your complaint within eight weeks, we will write to you again explaining the delay and what we are doing to help you;
- When we have completed our investigations, we will issue a final response, setting out the action we are taking

### Financial Ombudsman Service

If you are not happy with our decision, or eight weeks have passed since we received your complaint, you may be able to pass your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent organisation and will review your case.

#### Post:

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

#### Phone:

0800 023 4567

You can also visit the Financial Ombudsman Service's website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Ombudsman's service is available to personal policyholders. The service is also open to charities, trustees, micro-enterprises and small businesses with income or assets within defined limits. You can get more information from us or the Ombudsman. If You take any of the actions mentioned above it will not affect Your right to take legal action.

## Section 4 - Emergency Assistance Insurance

This section of **Your** cover is administered by Arc Legal Assistance Ltd, underwritten by AmTrust Specialty Limited and has its own set of definitions which can be found below.

Information about **Your Insurer** for this section can be found on pages 5 and 6 of this **Policy** wording.

### The purpose of this Section of Cover

This section of **Your** insurance policy is designed to work alongside **Your** household buildings or contents insurance policy. Whilst **We** are happy to assist **You** in an emergency by sourcing a **Contractor**, **We** aren't able to provide you with help relating to day-to-day maintenance of the **Insured Property** and its contents. If **You** have an emergency arising from an incident covered under this policy section, **We** will respond with expert help and send a **contractor** out who will take action to resolve the emergency.

### How to make a Claim

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

**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 assist **You** during an emergency. It will not cover situations that are not notified to **Us** within **48 hours** of the incident.

Call **Our** helpline on 01384 884080

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 source a suitable **contractor** to attend **Your Insured Property** and endeavour to resolve the emergency. This is subject to there being no circumstances that would prevent access or otherwise prevent the provision of **emergency repairs**, such as adverse weather conditions, industrial disputes, and/or failure of the public transport system.
- The claims helpline service and tradesperson will use their discretion as to when and how the **emergency repairs** are undertaken.
- The **Contractor** will invoice the cost of all work 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 **Your Insured Property** at the time **Our Contractor** arrives to carry out the work.
  - b. All charges in excess of the claims limits or any work excluded by this insurance – **You** will be informed of this before any work is undertaken.
  - c. Any additional costs incurred at **Your** request in fitting replacement parts or components of a superior specification to the original.
- There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **Our** control. In the event of this occurring **we** will ensure that **Your Insured Property** is safe.
- In the event you engage the services of a **Contractor** prior to making 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** may not be able to assess **Your** claim or confirm **your** policy section is operative from the information and details provided by **You**. In may therefore be necessary for **Our Contractor** to attend **Your Insured Property**, assess the situation and provide **Us** with a report. In these circumstances **You** will be asked to leave either credit or debit card details which may be debited in the event that the cost of the call-out and any subsequent repairs are not covered by this insurance. This will help **Us** respond to **Your** emergency without unnecessary delay, and provides **You** with an option to receive emergency assistance at **Your Insured Property** should cover be excluded under **Your** policy.

#### Household Buildings and Contents

This section of **Your** insurance policy is designed to offer 24 hour assistance if **You** suffer an **Insured Property** emergency. It compliments but does not replace either **Your** household buildings or contents insurance policy, and there may be times where this is the more appropriate 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 assistance.

#### How Your Cover Works

This policy section 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** advises there is no temporary, permanent or economical repair available, then cover will cease under this insurance.

For cover to apply under this policy section, the situation that arises must fall within the definition of an emergency under all areas of cover in the policy section.

**Maintenance of Your Insured Property**

It is a requirement of this policy section that **You** maintain **Your Insured Property**, including fixtures and fittings. This includes boilers which should be maintained in accordance with the manufacturer's recommendations.

**Trace and Access**

There may be times when **Our Contractor** has to carry out trace and access in order to locate the emergency. This may involve removing and/or damaging parts of the **Insured Property**, fixtures and fittings to enable the **Contractor** to find the source of the issue. 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 provide the best possible claims service to **You**, **We** shall require **Your** full co-operation at all times. This may, at **Your** own expense, include providing any evidence, documents or receipts as requested by **Us** or **Our** representative.

If **Your Insured Property** emergency claim is accepted, **We** ask that you allow access for the **Contractor** to attend **Your Insured Property** within 24 hours of the claim being reported to **Us**. If you delay and/or prevent the **Contractor** from attending within 24 hours **We** may withdraw cover.

There may be times where **our Contractor** has to order parts that are not readily available.

**Other Similar Insurance**

If **You** claim under this policy section for something which is also covered by another insurance policy, **You** must provide **Us** with full details of the other insurance policy. **We** will only pay **Our** share of any claim.

## Important and defined words

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

### Claim limit(s)

The amount **We** will pay in respect of any one claim and during any one **Period of Insurance** as specified in the **Schedule**.

### Contractor

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

### Emergency repairs

Work undertaken by an authorised **Contractor** to resolve 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** specified in this policy.

### Insured Person, You, Your

The person who has paid the premium and is named in the **Schedule** as the **Insured Person**.

### Insured Property

**Your** property in the United Kingdom, Channel Islands and Isle of Man which comprises of a private dwelling used for domestic purposes excluding garages, gardens, outbuildings and swimming pools. This will be owned by **You** but let to tenants. Garages and outbuildings that are attached and/or accessed via the **Insured Property** will be included under Pests. This does not include any bedsits, bed and breakfasts or commercial / business premises.

### Insurer

AmTrust Specialty Limited.

### Intermediary

The regulated entity appointed to transact this insurance with **You**.

### Period of Insurance

The commencement and expiry dates shown in the **Schedule**.

### Policy

The Emergency Assistance Insurance contract between **You** and the **Insurer**, AmTrust Specialty Limited.

This policy is made up of a number of documents. These documents are the:

- i. policy wording
- ii. **Schedule**
- iii. Endorsements
- iv. Notice to Policyholders

### Primary Heating System

The principal central heating and hot water systems excluding any form of renewable energy systems and non-domestic central heating boiler or source.

### Schedule

The document which shows details of **You** and this insurance and forms part of this policy.

### Temporary Repair, Temporary Resolution

A repair or resolution which will resolve an emergency and is predicted to last at least 72 hours. A **Temporary Repair** or resolution 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.

### Uneconomical

1. Where in **Our** opinion, it would not be worth completing a repair based on the subsequent work require or life expectancy of the appliance/equipment; or
2. Where the cost of the emergency repair (including parts and labour) is greater than 75% of the cost of replacing the item as new.

### We, Us, Our

Arc Legal Assistance Ltd, the administrator on behalf of AmTrust Specialty Limited, the insurer for Emergency Assistance Insurance.

### What you are covered for

This policy section provides the cover described below as a result of an insured event occurring at **Your Insured Property**.

**We** will pay up to a maximum of £500 for any claim including VAT, call-out charges, labour, parts and materials with a maximum of £1,500 paid in any period of cover.



1. Plumbing & Drainage	
What is Covered?	What is Excluded?
<p><b>Emergency repairs</b> following damage to or failure of the plumbing and drainage system which:</p> <ol style="list-style-type: none"> <li>Means that internal flood or water damage is a likely consequence;</li> <li>Means that <b>You</b> do not have access to a useable toilet within <b>you Insured Property</b>; or</li> <li>Causes blocked external drains that are solely <b>Your</b> responsibility and within the boundary of the <b>Insured Property</b>, where this can be resolved by jetting or rodding.</li> </ol>	<ol style="list-style-type: none"> <li>The replacement of water tanks, cylinders, central heating radiators, toilets, taps and external pipes.</li> <li>Cracked sanitaryware, including for example cisterns, toilet bowls, sinks and baths.</li> <li>Blocked toilets and/or drains where this has been caused as a consequence of misuse or the internal workings of the flush.</li> <li>Saniflo systems or other macerator-based systems.</li> <li>Descaling and any work arising from hard water scale deposits.</li> <li>The repair of domestic and/or leisure equipment that is leaking water, other than from external fixed pipework.</li> <li>Where there is a leak from a shower, bath or sink when in use and there is another means of equivalent bathing or washing at the <b>Insured Property</b>.</li> <li>Where the leak can be contained providing <b>You</b> with enough time to arrange a repair privately.</li> </ol>

2. Internal Electricity	
What is Covered?	What is Excluded?
<p><b>Emergency repairs</b> 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.</p> <p>Please note, during claims assessment <b>You</b> may be asked to unplug all appliances and reset the circuit to rule out an appliance issue.</p>	<ol style="list-style-type: none"> <li>External lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs. 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.</li> <li>Renewable energy systems.</li> <li>Where an appliance has caused a circuit to fail or trip.</li> </ol>

3. Gas Supply	
What is Covered?	What is Excluded?
<p>After the National Gas Emergency Service has visited <b>Your Insured Property</b> and isolated <b>Your</b> gas supply, <b>Emergency Repairs</b> will be carried out by a Gas Safe <b>Contractor</b>, who will repair or replace the damaged section of internal gas supply pipe. <b>Our Contractor</b> will also turn <b>your</b> gas supply back on.</p>	<ol style="list-style-type: none"> <li>Repair work to or the cost of replacing lead pipework.</li> <li>The interruption or disconnection of public services to the <b>Insured Property</b> however caused, or the failure, breakdown or interruption of the mains gas supply system.</li> <li>Any system which is not installed correctly, or which does not conform to any governing Gas Safe regulation or requirements.</li> <li>Any appliance.</li> </ol>

4. Water Supply	
What is Covered?	What is Excluded?
<p><b>Emergency repairs</b> following a complete loss of the water supply to the kitchen or the bathroom where no other water supply is available for bathing.</p>	<ol style="list-style-type: none"> <li>The interruption or disconnection of public services to the <b>Insured Property</b> however caused, or the failure, breakdown or interruption or the mains water supply system.</li> <li>Where <b>You</b> have access to a water supply in another bathroom.</li> <li>Descaling and any work arising from hard water scale deposits.</li> </ol>

5. Security	
What is Covered?	What is Excluded?
<p><b>Emergency repairs</b> following damage or failure of the following items which would render the main living area of the <b>Insured Property</b> insecure and easily accessible to intruders:</p> <ul style="list-style-type: none"> <li>a. External lock.</li> <li>b. External window.</li> <li>c. External door.</li> </ul>	<ul style="list-style-type: none"> <li>1. Internal locks, window locks, glass, external garages or outbuildings.</li> <li>2. Any damage caused by the <b>contractor</b> in gaining access to the <b>Insured Property</b>.</li> <li>3. Doors subject to swelling.</li> <li>4. Porch doors where there is another lockable door which prevents access to the main living areas of the <b>Insured Property</b>.</li> </ul>

6. Access to Insured Property	
What is Covered?	What is Excluded?
<p><b>Emergency repairs</b> following the loss of the only available key to the <b>Insured Property</b> which cannot be replaced, and normal access cannot be obtained. <b>Our Contractor</b> will gain access to the <b>Insured Property</b> and ensure it is left secure.</p>	<ul style="list-style-type: none"> <li>1. Any damage caused by the <b>Contractor</b> in gaining access to the <b>Insured Property</b>.</li> </ul>

7. Pests	
What is Covered?	What is Excluded?
<p><b>Emergency repairs</b> following an infestation as a result of the following Pests in and/or attached to the <b>Insured Property</b> and there is clear evidence of the infestation.</p> <ul style="list-style-type: none"> <li>a. Wasps' nests.</li> <li>b. Hornets' nests.</li> <li>c. Mice.</li> <li>d. Rats.</li> <li>e. Cockroaches.</li> </ul>	<ul style="list-style-type: none"> <li>1. Repeat claims where <b>you</b> have failed to follow previous guidance from <b>Us</b> or the <b>contractor</b> to prevent continued or further infestation.</li> <li>2. Pest infestations where <b>You</b> have not taken reasonable hygiene measures to prevent contamination.</li> </ul>

8. Roofing	
What is Covered?	What is Excluded?
<p><b>Emergency repairs</b> following missing, broken or loose tiles causing internal water damage.</p> <p><b>We</b> will appoint a <b>contractor</b> to attend when it is safe for them to do so. They will complete a <b>Temporary Repair</b> to stop the immediate damage, but requests for permanent repairs should be made to <b>Your</b> building &amp; contents provider.</p>	<ul style="list-style-type: none"> <li>1. Damage to flat roofs over 10 years old.</li> <li>2. Damages where the roof has not been satisfactorily maintained.</li> <li>3. Costs that should be shared proportionately across all responsible parties.</li> <li>4. Any access costs, including for example scaffolding and articulated lifts.</li> </ul>

9. Overnight Accommodation	
What is Covered?	What is Excluded?
<p>Overnight accommodation only where it has not been possible to resolve the emergency following an accepted claim for <b>Emergency Repairs</b> by a <b>Contractor</b> under another section of the policy and the <b>Insured Property</b> is rendered uninhabitable in the opinion of the Claims Helpline Service.</p>	<ul style="list-style-type: none"> <li>1. The cost of any food and drink <b>You</b> have purchased.</li> <li>2. The cost of any parking incurred.</li> <li>3. The cost of travel.</li> <li>4. The cost of entertainment.</li> </ul>

The below Sections are only covered if 'Boiler and Heating Cover' is specified on your policy schedule:

10. Primary Heating System	
What is Covered?	What is Excluded?
<p><b>Emergency repairs</b> following the complete breakdown of the <b>Primary Heating System</b> which:</p> <ol style="list-style-type: none"> <li>Results in the complete loss of heating and/or;</li> <li>Results in the complete loss of hot water.</li> </ol> <p>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 <b>Contractor</b> arrives on site. Failure to produce a valid certificate issued in the past 12 months will result in <b>Your</b> claim being withdrawn and <b>You</b> will be responsible for any costs incurred.</p>	<ol style="list-style-type: none"> <li>Boilers that are over 15 years old or over 238,000 btu net input (70 Kilowatt).</li> <li>Lighting of boilers, the correct operation, routine adjustment of time, temperature controls or the replacement of batteries.</li> <li>Any form of renewable energy systems.</li> <li>Powerflushing or descaling.</li> <li>The replacement of water tanks, cylinders and central heating radiators.</li> <li>Where there is another hot water source available for bathing, including for example an immersion heater or electric shower. Intermittent faults where this cannot be identified at the time of the <b>Contractor's</b> attendance.</li> <li><b>Contractor's</b> attendance.</li> <li>Lack of maintenance or neglect by <b>You</b> (<b>You</b> may be asked to reserve funds if <b>Your</b> boiler has not been serviced in line with the manufacturer's instructions).</li> <li>Where a boiler can be operated manually to resolve the loss of hot water and/or heating.</li> </ol>

11. Alternative Heating	
What is Covered?	What is Excluded?
<p><b>We</b> 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 <b>Primary Heating System</b> not being reinstated.</p>	

12. Boiler Replacement Contribution	
What is Covered?	What is Excluded?
<p><b>We</b> shall contribute 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 <b>We</b> or the <b>Contractor</b> declare the boiler to be uneconomical to repair, following an accepted claim under Section 7.</p>	

#### General Exclusions

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

- Circumstances known to **You** prior to the commencement date of this insurance.
- Any system and/or equipment, including boilers and facilities, which have not been properly installed or maintained in accordance with the manufacturer's instructions.
- Any claims arising from or relating to appliances.
- Any system, which has been incorrectly used or modified, or has been tampered with.
- General wear and tear.
- Failure or damage caused by faulty or defective design of pipework, including for example delamination found in pitch fibre pipe construction.
- 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.
- Any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
- Replacement or adjustment to any decorative or cosmetic part of any equipment.
- Garages, out-buildings, leisure equipment, cesspits, septic tanks, swimming pools or fuel tanks unless appropriately covered under the Pests section of this policy.
- Wilful act or omission, lack of maintenance or neglect by **You**.
- Claims in the 7 days immediately following first occupation of the **Insured Property** or claims in the 7 days immediately following **Your** reoccupation of the **Insured Property** where the **Insured Property** has been left unoccupied for 30 consecutive days or more.
- Materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.
- Any other costs or damage that are directly or indirectly caused by the event that led **you your** claim, unless specifically stated in the policy.
- Claims arising within the first 14 days from the date of commencement of this insurance unless **You** held equivalent insurance immediately prior to the commencement of this policy.
- Claims under Section 12 arising within the first 60 days from the date of commencement of this insurance unless **you** held equivalent insurance immediately prior to the commencement of this policy.
- Any costs that would be more appropriately recovered under any other insurance.

18. Circumstances which are not sudden or unforeseen.
19. Circumstances where **We** have gone beyond **your** insurance policy's **Claim Limit** or policy cover.
20. Claims where **Our Contractor** has advised there is no **Emergency Repair** available.
21. Any direct or indirect liability, loss or damage caused:
  - a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or b) by computer viruses.
22. Any claim or expense of any kind caused directly or indirectly by:
  - a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of 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. Loss, damage or expense directly or indirectly caused by or contributed to, or arising from, the use or operation as a means of inflicting harm, of any computer, computer system, computer software, programme malicious code, computer virus or process of any other electronic system.
27. This **Policy** section will not provide cover and or be liable to pay any claim or provide any benefit under this insurance if doing so would expose the Insurer to any sanction, prohibition or restriction under United Nation resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## General Conditions

### Claims

To ensure an accurate record **Your** telephone conversation may be recorded.

All requests for assistance must be made to the Claims Helpline Service and not to the **Contractors** direct otherwise the work will not be covered.

Provided that the **Emergency Repairs** is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway network and repairs thereto, and any other circumstances preventing access to the **Insured Property** or otherwise making the provision of the **Emergency Repairs** impossible.

There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **Our** control. In the event of this occurring **We** will ensure that **Your Insured Property** is safe and if required the **Contractor** will provide **You** with a quotation for a suitable repair.

Please note that if **You** should engage the services of a **Contractor** prior to making contact with the Claims Helpline Service any costs that **you** incur are not covered by this insurance.

Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the local gas company.

### Observance

**Our** liability to make any payment under this policy will be conditional on **You** complying with the terms and conditions of this insurance.

### Recovery of Costs

**We** may take proceedings at **Our** own expense in **Your** name to recover any sums paid under this insurance.

### Fraudulent or Exaggerated Claims

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

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

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 premium(s) already paid.

### 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 properly issued if it is sent to the last known address of the person intended to receive it.

### Due Care

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

Where a **Temporary Resolution or Repair** has been carried out, the onus will be upon **You** to carry out repairs or work to permanently resolve the reason for the emergency occurring. Should **You** fail to carry out the permanent repair a **Contractor** will not be appointed to undertake any further **Emergency Repairs**.

#### **Claims Helpline Service**

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

Emergency Claims Helpline Number: 01384 884080.

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 Emergency Assistance insurance shall be governed by and construed in accordance with the Law of England and Wales unless the **insured person's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

#### **Complaints Procedure**

In the event of a complaint arising under this insurance, **You** should complaint to the appropriate party. Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

For complaints regarding the sale of the policy, please contact HomeLet directly.

For complaints regarding a claim:

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

Email **us** at:           customerrelations@arclegal.co.uk

Call **us** on:            01206 615000

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This may also apply if **You** are insured in a business capacity. **You** may contact the Financial Ombudsman Service at:

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

Tel: 0300 123 9 123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

#### **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](http://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](http://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. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

Insurance quote and renewals enquiries

0800 035 8258

Rent Guarantee Claims line

0330 333 7067

Emergency Assistance Claims line

01384 884080

Buildings and Contents Claims line

0330 333 7230

Or visit us online:

[homelet.co.uk/landlords](http://homelet.co.uk/landlords)

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