



Landlord's Insurance+
Policy Wording

Section guide

Contents

Welcome to HomeLet, here's your new Policy.....	3
Your Insurers	3
The Insurer's Privacy Statements.....	5
Cancellation	7
Important Notice – Duty of Disclosure	7
Changes to Your Policy	8
Renewal.....	8
Governing Law and Jurisdiction.....	8
Financial Services Compensation Scheme.....	8
Claims Contact Numbers.....	9
Definition of words – Sections 1 and 2 (Buildings and Contents) only.....	9
General Conditions – Applicable to Sections 1 and 2 (Buildings and Content).....	12
General Exclusions – Applicable to Sections 1 and 2 (Buildings and Contents).....	14
Section 1 – Buildings Insurance	16
Conditions that apply to Section 1 - Buildings.....	21
Section 2 – Contents Insurance.....	23
Conditions that apply to Section 2 – Landlords Contents.....	27
How do I make a claim under Section 1 and/or Section 2 of my Policy?.....	27
Claims procedure and conditions – applicable to Sections 1 and 2 of this Policy.....	27
Complaints Procedure – applicable to Sections 1 and 2.....	29
Section 3 - Rent Guarantee Insurance	30
Complaints handling procedure applicable to Section 3	42
Section 4 - Emergency Assistance Insurance.....	43
Complaints handling procedure applicable to Section 4	50

Please contact us if you require large print, audio, or Braille versions of your policy documents

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.

This **Policy** consists of this wording, the **Schedule**, and any endorsements issued. It is an insurance contract between **You** and the **Insurer**. They agree to cover **You** for the risks listed in this **Policy** and shown in the **Schedule**, subject to the terms, conditions and exclusions of this **Policy**, in exchange for **You** paying or agreeing to pay the **Premium**.

Read all of these documents together. **You** should carefully review everything **We** have provided and contact **Us** immediately if this **Policy** does not meet **Your** 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, Section 2 and Section 3 of cover:

- Buildings insurance
- Contents insurance
- Rent Guarantee

The Insurer

This insurance is arranged by HomeLet and underwritten by AmTrust Specialty Limited.

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

AmTrust Specialty Limited is the insurer for this policy. It is:

- authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Its financial services register number is 202189.
- registered in England & Wales under company number 01229676.

Its registered office is at:

Exchequer Court,
33 St Mary Axe,
London, EC3A 8AA,
United Kingdom

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 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.

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 27-28.

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 29.

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 30–41) 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 35-36.

General Exclusions applying to the Policy section are set out on page 37-38. **We** will not pay a claim if an exclusion(s) is applicable.

The Policy Definitions at pages 31-33 provide the meaning to words and phrases wherever they appear in the **Policy** section, the Policy Definitions on pages 31-33 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 42.

Privacy Notice

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

Section 4 – Emergency Assistance insurance

The Policy section defines what is covered (see pages 43-50) 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 43.

General Exclusions applying to the Policy section are set out on page 48. **We** will not pay a claim if an exclusion(s) is applicable.

The Policy section Definitions on page 45 provides the meaning to words and phrases wherever they appear in the **Policy** section, the Policy Definitions on pages 45 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 50.

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

AmTrust Specialty Limited Privacy Statement

Data Protection

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

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.
- correct any mistakes or make updates.
- 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

HomeLet's Privacy Notice

We are Barbon Insurance Group Limited trading as HomeLet and **Our** data controller number is Z6363100 and **Our** registered address is: Hestia House, Edgewest Road, Lincoln, LN6 7EL

This Privacy Notice is relevant to anyone who uses **Our** services including **Tenants We** reference, policyholders or prospective policyholders. **We** process **Your** personal data in accordance with the relevant data protection legislation and are the data controller for the data that **We** process. As the data controller, **We** will not collect any information from **You** that **We** do not need for the purpose of fulfilling **Our** services.

Why do we process personal data?

We will only use personal information on individuals where **We** are allowed to by law, for example to fulfil a contractual/ legal obligation, because **We** have a legitimate business interest, or where the individual has agreed to it. **We** will always ensure that **We** keep the amount of personal data and the extent of any processing down to a minimum.

What information do we collect about you?

The type of data **We** collect, and specific use of this data is dependent on the services **We** are providing. **We** have a legitimate interest to collect this data as **We** are required to use this information as part of any insurance quotation/insurance **Policy** with **Us** or completing a **Tenant** reference. Alternatively, **We** may process the data where it is necessary for a legal obligation such as putting in place a guarantee.

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 www.homelet.co.uk/privacy-notice/ or request a copy by emailing dataprotection@barbon.com. Alternatively, **You** can write to Us at: 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

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 bureaux, 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

Your cancellation rights

If **You** change **Your** mind about this **Policy**, **You** can cancel it within the first 14 days of receiving the policy documents or the **Start Date**, whichever is later.

Cancellation will take effect from the date **We** receive **Your** instructions. If no claim has been made and there has not been any incidents that may lead to a claim, **You** will get a full refund of the **Premium** paid. If a claim is submitted after the refund, **You** must pay the full **Premium** before **We** can process the claim. **We** will only handle claims that happen during the **Period of Cover**, this includes after the **Start Date** and before the **Policy** is cancelled.

You may also cancel this **Policy** at any other time by writing to **Us**. **You** will receive a proportionate refund of the **Premium** for the unexpired **Period of Cover** as long as no claim has been made during the **Period of Cover**. If a claim has been made, **We** will deduct the claim cost (or the estimated cost if the claim is still pending) from **Your** refund. **You** will not get any refund if:

- there has been an incident known to **You** that may lead to a claim; or
- the cost of the claim (or the estimated cost where the claim is still pending) exceeds the amount of the **Premium** paid.

It's important that **You** cancel this **Policy** if cover is no longer required. Any cancellations requested for a past date may require proof from **You** and could incur additional fees to process. In all cases **We** cannot accept cancellations with an effective date before the latest transaction date, which is either the **Start Date**, a mid-term amendment or renewal date.

When cover will end

The cover from this **Policy** will automatically end from the date that:

- a) a liquidator, administrator or solvency practitioner is appointed to manage the business;
- b) the business is permanently closed;
- c) **Your** interest ends for any reason other than as a result of **Your** death unless **We** agree otherwise in writing.

The Insurer's Cancellation Rights

The **Insurer** can cancel this **Policy** at any time. **We** will send 30 days' notice in writing to the most recent contact details **You** have provided to **Us**. The **Insurer** may cancel this **Policy** if:

- they suspect fraud (in this case **Your** cover will end immediately)
- **Our** or the **Insurers** staff face threats of violence
- **You** do not pay the **Premium** when it is due*
- there is a change to the risk that **Insurers** would not normally accept, or **You** do not provide any relevant information in a timely manner to allow for them to underwrite the risk.

*If the **Premium** is paid by instalments and a payment is missed, **We** can cancel this **Policy** from the last date covered by the previous premium payment. **We** will make efforts to contact **You** to bring payments up to date and will give **You** up to 14 days notice of the cancellation.

If **Your Policy** is cancelled, **You** will receive a part refund of the **Premium** paid for the unused **Period of Cover** as long as no claim has been made during the **Period of Cover**.

If a claim has been made, the claim cost (or the estimated cost where the claim is still pending) will be deducted from the refund. **You** will not get any refund if:

- **You** know of any incident that may lead to a claim; or
- the claim cost (or the estimated cost if the claim is pending) is higher than the **Premium** paid.

Important Notice – Duty of Disclosure

If the policy is for you as a private individual:

You must give us the information We ask for

When **We** look at an application for a policy, **We** rely on the information in it. **You** must take care to give full and accurate answers to the questions **We** ask. This applies when **you** buy a policy or make changes to it. If **you** don't give **us** full and accurate answers, this can affect **your** cover and **We** can:

- cancel the policy and refuse to pay any claim, or
- not pay a claim in full.

We will write to you if We:

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

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

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

The information **We** need to know

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

This means they must:

- a) tell **us** all material facts which they know or should know.
- b) tell **us** in a way that is clear and easy to understand.
- c) be honest and make sure that what they tell **us** is correct.

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

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

This means:

(a) if the policy is for a person - for example a sole trader or individual partner - **We** need to know:

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

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

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

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

Important Information

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

- was deliberate or reckless,
 - **We** can cancel the policy. **We** do not have to pay any claims, and **We** can keep all the premiums **We** have received.
- was not deliberate and not reckless, but if **We** had known the material facts, **We** would not have accepted the policy on any terms,
 - **We** can cancel the policy and do not have to pay any claims, but in that case, **We** will refund the premium.
- was not deliberate and not reckless, but if **We** had known the material facts, **We** would have applied different terms to the policy,
 - **We** can add those different terms with effect from the start date (or the date of the change to the policy).
- was not deliberate and not reckless, but if **We** had known the material facts, the premium would be higher,
 - **We** will pay any claim as a proportion of the premium that **We** charged compared to the higher premium that **We** would have charged.

For example: **We** didn't know all the material facts and charged a premium of £200. If **We** had known all the material facts, the premium would have been £400. So, the premium is half what it should be. This means that for any claim that **We** receive, **We** will work out what to pay and then pay half. So, if **We** received a valid claim for £200, **We** would pay half of that, which is £100.

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.

Renewals

We will contact **You** in good time before **Your Period of Cover** ends. **We** will provide renewal details, including the **Policy** terms and **Premium** and any changes that **We** have made. At that time **We** will ask **You** to view **Your** documents and advise **Us** of any changes. All changes must be notified to **Us** before **Your Policy** renews. **We** will issue **You** a new **Policy** upon renewal.

Each renewal will be assessed individually. **We** may ask for more information from **You** before **We** can issue renewal terms, which **We** will do in good time.

We are not obliged to offer renewal of this **Policy**. In the event **We** cannot offer renewal, **We** will contact **You** to outline the reasons before **Your Period of Cover** ends.

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 of your **Policy** and **Schedule** and they and other important words are highlighted by the use of bold print.

Financial Services Compensation Scheme

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

Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

☎ 0800 678 1100 (calls are free) or 020 7741 4100

🌐 www.fscs.org.uk

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.

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 AmTrust Specialty 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 page 3 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

AmTrust Specialty Limited.

Your Policy is administered by HomeLet on behalf of AmTrust Specialty 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 Limited Contents 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 Contents)

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

We will contact **You** in good time before **Your Period of Cover** ends. **We** will provide renewal details, including the **Policy** terms and **Premium** and any changes that **We** have made. At that time **We** will ask **You** to view **Your** documents and advise **Us** of any changes. All changes must be notified to **Us** before **Your Policy** renews. **We** will issue **You** a new **Policy** upon renewal.

Each renewal will be assessed individually. **We** may ask for more information from **You** before **We** can issue renewal terms, which **We** will do in good time.

We are not obliged to offer renewal of this **Policy**. In the event **We** cannot offer renewal, **We** will contact **You** to outline the reasons before **Your Period of Cover** ends.

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 Periodic 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

We do not have to provide cover or benefits, pay any claim or give any refund if **you**, or any person acting on **your** behalf:

- are subject to, or
- do (or don't do) something that exposes AmTrust Specialty Limited, or any company in the AmTrust group, to any sanction, prohibition or restriction under United Nations resolutions, or sanction, law or regulation of the European Union, United Kingdom, the USA or any other government or regulatory authority.

If this happens, **We** can also cancel the policy with immediate effect by writing to **You**.

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;

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- 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
- 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:

- nuclear reactors and nuclear power stations or plant;
- any other premises or facilities whatsoever related to or concerned with:
 - the production of nuclear energy or
 - the production or storage or handling of nuclear fuel or nuclear waste
- 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:

- Cyber Loss**, unless subject to the provisions of paragraph 2;
- 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, 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
 - ii. 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**
 - iii. to solid floor slabs unless the foundations beneath the external walls are damaged or destroyed at the same time by the same cause

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. caused by bedding down of new structures
- v. caused by any settlement shrinkage or expansion
- vi. 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 pipe, 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 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 whichever 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

- 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 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**
 - a. 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.

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. 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

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.

Who to contact if you wish to make a claim:

AmTrust Specialty Limited
Claims Department
New Castle House
Castle Boulevard
Nottingham
NG7 1FT

Email: claims@amtrusteu.co.uk

Telephone: 0115 934 9818 (lines are open 9am to 5pm, calls are charged at standard rate)

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**.

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 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.

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 **You** feel that **We** have not given **You** a high level of service, please tell **Us** so **We** can try to put things right.

Complaints about a claim

If **You** want to make a complaint about a claim, please contact **Us**:

Complaints Department


AmTrust Specialty Limited


New Castle House

Castle Boulevard

Nottingham

NG7 1FT

 asl.complaints@amtrustgroup.com

 0115 934 9852 (lines are open 9am to 5pm, calls are charged at standard rate)

We will contact **You** within five days of receiving **Your** complaint to tell **You** what action **We** are taking. **We** will try to resolve the complaint within four weeks. If it will take longer than four weeks, **We** will explain the current position and tell **You** when to expect a response.

Taking **Your** complaint to the Financial Ombudsman Service (FOS)

If **You**:

- are not happy with the final response to **Your** complaint, or
- have not received a response within eight weeks of the date **You** made the complaint, **You** may be able to take the complaint to the FOS, but **You** must do this within six months. **You** can find more information at:

 www.financial-ombudsman.org.uk

The FOS is there to help resolve complaints when **You** are not happy with the response **You** have received. The service it offers is free and independent. Its contact details are:

Financial Ombudsman Service


Exchange Tower


Harbour Exchange Square

London

E14 9SR

 0800 023 4567 (calls to this number are free on mobile phones and landlines) or

 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers.)

 complaint.info@financial-ombudsman.org.uk

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

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 page 3 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**.

You must notify **Us** of all losses and incidents at the point an insured **Event** has occurred by making a claim, along with all supporting documents. The claims must be submitted within 31 days of the **Event**. For **Arrears** **You** must notify **Us** within 31 days of the first **Arrears**.

A claim is not considered as submitted unless **We** receive all required supporting documents to start an assessment.

Please do not ask for help from a lawyer, accountant, or anyone else. If needed **We** will appoint a professional as part of the claims procedure. If **You** do appoint a third party, **We** will not cover any costs accrued by **You** even if **We** accept the claim.

To submit a claim, **We** will need the following information to submit **Your** claim, which is not exhaustive:

- a) a copy of any agreement or equivalent, relevant to the **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 this applies;
- d) a copy of the **Satisfactory References** for the **Tenant(s)** and **Guarantor(s)** or copies of any reference not conducted by **Us**.
- e) evidence that any conditions of the reference reports, whether or not conducted by **Us**, have been met.
- f) copies of any notices served on the **Tenant(s)** / occupiers;
- g) a clear **Rent** schedule showing when **Rent** payments were due and received, for at least the last 2 years or for the full term of the **Tenancy** if shorter. This should only include **Rent** due and **Rent** received. This should not include transactions which are not related to **Rent**
- h) copies of any notices issued, and all correspondence exchanged such as, emails, text messages, paper correspondence, telephone notes that show **Your** or **Your Agents** attempts to collect unpaid **Rent**. **You** or the **Agent** must contact the **Tenant(s)** within 7 days of the first **Arrears** and again within a further 7 days. **You** or the **Agent** must also contact the **Guarantor(s)** within 14 days of the first **Arrears**;
- i) evidence that any **Deposit** taken is properly protected as required by law, or that a suitable deposit replacement product is in place.
- 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)**
- l) copies of photographic identification for all **Tenant(s)** and **Guarantor(s)**
- m) a copy of the **Inventory** also known as a check-in report
- n) a copy of the valid licence if the **Property** is within a compulsory licensing area;
- o) a copy of the latest inspection report and all attempts to check if the **Tenant** still remains in the **Property**;
- p) Confirmation of the following information:
 - i. the **Landlords** residential address
 - ii. the full details of the breach being claimed for if it is not for **Arrears** or failure to vacate following notice
 - iii. date of service for prescribed information
 - iv. if the **Tenant** is currently in Breathing Space (also known as the Debt Respite Scheme)
 - v. details of any complaints, or maintenance issues raised by the **Tenant(s)** or **Guarantor(s)** in relation to the **Tenancy** and all actions taken to resolve these complaints.

Definition of words

Words in bold and starting with a capital letter within this **Policy** section have the meanings below.

Agent

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

Applied Excess

This is an excess **We** can apply at **Our** discretion if **You** do not follow certain terms of this **Policy**. If **You** agree to this, **We** will pay a claim that **We** would otherwise not cover. The additional **Excess** will be the difference between:

1. the costs **You** would have had if **You** had fulfilled **Your** obligations under the **Policy**, and
2. the higher actual cost due to not meeting those obligations.

You must agree to the **Applied Excess** before **We** deduct it from **Your** claim payments. If the **Applied Excess** is not agreed by **You**, the claim will not proceed.

Arrears

Any part, or full **Rent** payment or cumulative **Rent** payments, that are not paid on the due date stated in the **Tenancy**. The first date of Arrears is the date the **Tenant** first failed to pay any part of the **Rent** on the due date.

Counterclaim

Any claim by the **Tenant**, whether in set-off or not, related to the **Property** and/or **Tenancy** that is brought in the same **Proceedings** as those issued by the **Professional Adviser**, **You** or on **Your** behalf, under the claims procedure in this **Policy**.

Data

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

Deed of Guarantee / Guarantors Covenant

A legally binding, signed and (if needed) independently witnessed document that confirms the **Guarantors** commitment to guarantee the **Tenants'** obligations, under the **Tenancy**, for the duration of the **Tenants'** occupation of the **Property**.

Defence

The **Tenant** or someone acting on their behalf, objects to the **Proceedings** brought against them by **Us**.

Denial of Service Attack

Any actions that can damage, interfere with or affect the availability or performance of networks, network services, network connectivity or **Systems**. Denial of service attacks include, generating excess traffic into network addresses, the exploiting system or network weaknesses, creating excess or non-genuine traffic between networks and the procurement of such actions or instructions by other **Systems**.

Deposit

A sum of money equal to at least 1 month's **Rent** as stated in the **Tenancy**. This amount must either:

- i. be held in a Tenancy Deposit Scheme
- ii. be held in a separate policy of indemnity, or nil **Deposit** scheme.

This sum should be made available to **Us** without prejudice. The **Deposit** or scheme must be available to **Us** in the event of a claim. If any amount is not available to **Us**, an **Applied Excess** reflecting the amount of **Deposit** that should have been held will be automatically applied at point of claim.

Event

One of the following:

- i Arrears due to the **Tenant** or any **Guarantor**, failing to pay all or part of the **Rent**.
- ii occupation of the **Property** by unknown persons, or persons allowed into occupation by a lawful **Tenant** but without gaining permission.
- iii the **Tenant(s)** does not vacate after a valid possession notice has been served according to the law within the **Territorial Limits**;
- iv an incident or circumstances which is in breach of the terms of the **Tenancy** and leads to a claim for possession under the grounds listed within the appropriate legislation.
- v loss of rental income if the **Tenant** disputes a rental increase at First-tier Tribunal after the expiry of a valid Section 13 Notice served according to relevant legislation and where the Tribunal rules in the **Landlord's** favour.

each of (i) to (v) having a **Reasonable Prospect of Success**.

Excess

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

Guarantor

A person who:

- is named as a **Guarantor** on a **Deed of Guarantee/Guarantors Covenant** for a named **Tenant**.
- has received a **Satisfactory Reference**
- permanently lives in the United Kingdom

Hacking

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

Insurer

AmTrust Specialty Limited.

Inventory

A detailed report that shows the condition of the **Property** and its contents, including photographic evidence. If a valid **Inventory** cannot be provided at point of claim, **We** may apply an **Applied Excess**.

Landlord / You / Your

The person(s) or company who owns or holds an interest in the **Property** providing them with the right to possession, 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** that **We** will pay for all **Events** during any **Period of Cover** as shown in the **Schedule**.

Limit of Professional Costs

The maximum amount of **Professional Costs** that **We** will pay for an **Event** during any **Period of Cover**, as shown in the **Schedule**.

Monthly benefit

This is the amount **We** will pay **You** each month in the event of a successful claim and as stated in the **Schedule**.

Offer

This has the same meaning as defined by Part 36 Civil Procedure Rules 1996.

Period of Cover

The **Policy** is effective for the time stated in the **Schedule** or until this **Policy** is cancelled.

Phishing

Any access or attempted access to **Data** through misrepresentation or deception.

Policy

Your contract of insurance for this policy section is with the insurer, AmTrust Specialty Limited. This policy wording, the schedule and any endorsements together form the contract.

Polluting or Contaminating Substance

Any solid, liquid, gaseous or thermal substance that can irritate or contaminate. This includes, smoke, vapour, fumes, acids, alkalis, chemicals, dust, legionella bacteria and other micro-organisms or pathogens and waste including material to be recycled, reconditioned or reclaimed.

Pollution or Contamination

All pollution or contamination of buildings or other structures or of water or land or the atmosphere arising from any **Polluting or Contaminating Substance**

Premium

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

Proceedings

Civil Court action and arbitration including any appeals that come from it.

Professional Adviser

We will appoint a **Professional Adviser** from an appropriately regulated firm in the relevant **Territorial Limit**.

Professional costs

Fees, costs and disbursements, that are necessary and properly incurred by **Us** in respect of an **Event** by the **Professional Adviser**.

Property

The residential premises shown in the **Schedule** 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 monthly amount payable under the **Tenancy** to rent the **Property**, that is paid by the **Tenant**. This does not include any bills or fees.

Satisfactory reference

A HomeLet Enhance or Let Alliance Full reference report that shows 'acceptable' or 'acceptable with condition'. All conditions must be met. **We** cannot accept a credit check only as a **Satisfactory Reference** for this product. References carried out by third parties may be acceptable providing the provider has been approved by **Us**. All conditions must be met and any conditional documents must be produced and satisfy requirements in the event of a claim, for example proof of earnings should match or exceed the income disclosed for that **Tenant** or **Guarantor**.

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 Periodic Tenancy as defined in the Housing Act 1988 and subsequent amendments;
- b. a Private Residential Tenancy as defined in the Private Housing (Tenancies) (Scotland) Act 2016;
- c. 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;
- d. a 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(s) of the **Property** who has signed a legally binding **Tenancy** and received a **Satisfactory Reference** before moving into the Property. 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 **Tenant** and the **Landlord** to live in the **Property**.

A contract holder as defined in the Renting Home (Wales) Act 2016

Territorial limits

England, mainland Scotland, Northern Ireland and Wales.

Terrorist Act

Any act of a person or group aimed at overthrowing or influencing of any government. It can also involve instilling fear in the public through threats, force or violence or other means.

Vacant Possession

The date when possession of the **Property** is returned to the **Landlord**. The following acts, though not a complete list, are likely to constitute the return of possession:

- the return of the keys to the **Property**, if the **Tenant** offers to surrender keys, **You** and/or the **Agent** must accept them; and/or
- confirmation from the **Tenant(s)** that they have left the **Property**; and/or
- the **Tenant(s)** are removed from the **Property** through legal means by the court bailiff and the **Property** has been secured against re-entry.
- a reasonable defensible position of abandonment.

Vacant Possession Payment

Payment made following **Vacant Possession** which will be equal to 75% of the monthly Rent.

Virus

Program code, programming instruction or any set of instructions designed to damage, interfere with, or monitor computer programs, **Systems**, **Data** or operations. This includes methods that may self-replicate such as, trojan horses, worms and logic bombs. It also covers exploiting bugs or vulnerabilities to cause harm as described above.

We/ Our / Us

Barbon Insurance Group Limited trading as HomeLet, who administers the Rent Guarantee cover on behalf of the **Insurer** AmTrust Specialty Limited.

Rent Guarantee Cover

Conditions

We will pay:

1. **Your Monthly Benefit**, for up to the maximum number of months shown in the **Schedule** or until **Vacant Possession** is gained, whichever happens first. This is subject to the **Arrears** starting within the **Period of Cover** and action is taken promptly to gain **Vacant Possession** of the **Property** and/or recover unpaid **Rent**. While **You** may hold the **Tenant** liable for any **Rent** or charges after the **Vacant Possession** has been obtained, this will not be covered under the **Policy**.
2. If **We** accept a claim where **Arrears** are present, when **You** get **Vacant Possession**, **You** may be eligible for **Vacant Possession Payment**, Where **You** are eligible:
 - a. **We** will pay an amount equal to 75% of the monthly **Rent** from the date **Vacant Possession** has been gained:
 - i. for up to 3 months, or
 - ii. until **You** let the **Property** on a new **Tenancy**, whichever happens first. This is subject to the **Property** being advertised or re-marketed for letting.
 - b. **You** must set the **Rent** in line with the current market value for the **Property**.
 - c. **You** (or anyone acting for **You**) must accept any reasonable offer of **Tenancy** that exceeds 85% of the previous **Rent**. **You** do not have to accept offers from a **Tenant** and **Guarantor** **We** have taken action against in this, or the last, **Period of Cover**.
3. If the **Tenant(s)** challenge a **Rent** increase at a First-tier Tribunal, **We** will pay the difference between the current **Rent** and the new amount determined as payable by the First-tier Tribunal. This payment covers the period from the date the Section 13 Notice expires to the date the **Rent** becomes payable by the **Tenant**, as per the Tribunal determination. The following conditions apply:
 - a. The First-tier Tribunal rules in **Your** favour enforcing the **Rent** increase
 - b. A section 13 notice has been served on the **Tenant(s)** in accordance with legislation and the notice period has expired
 - c. **You** must ensure that all **Rent** increases are handled within the current regulation and are not completed within the first 12 months of the **Tenancy**. After the first 12 months of the **Tenancy**, **Rent** can be increased by no more than 10% every 12 months.
 - d. If the **Rent** does exceed the amounts stated in c above, then **You** must provide evidence to **Us** that confirms:
 - i. the **Tenant's** gross monthly income is at least 2.5 times the applicable share of **Rent**, and for **Guarantors** is at least 3 times the applicable **Rent** share, and/or;
 - ii. there have been no **Arrears** or late payments of **Rent** exceeding 7 days over the last 12 months.
 - e. The claim for the **Rent** difference is made within 31 days of the First-tier Tribunal determination.
4. **Monthly Benefit** and **Vacant Possession Payment** due under:
 - a. In respect to clauses 1 and 2 of this section will be paid:
 - i. at a rate of 1/365th of 12 times the monthly **Rent** for each continuous day of **Arrears**
 - ii. at a rate of 1/365th of 12 times the monthly **Rent**, multiplied by 0.75 for each continuous day that the 75% **Vacant Possession Payment** is payable after **Vacant Possession**.
 - iii. monthly in arrears and will only be paid if the terms and conditions of the **Policy** section are met.
 - iv. **Monthly Benefit** payments will start to be paid to **You** once the **Arrears** exceed £250
 - b. In respect of clause 3 of this section will be paid as follows:
 - i. the difference between the rental value stated in the **Tenancy** and the new rental value stated on the Section 13 notice at a rate of 1/365th of 12 times the monthly **Rent** for each continuous day between the expiry date of the Section 13 and the First-tier Tribunal determination date.
 - ii. payable following the evidence of the determination from the First-tier Tribunal has been received by **Us**

Exclusions

We will not provide **Monthly Benefit** or **Vacant Possession Payment** for:

- i. **Rent** once the **Property** is re-let
- ii. periods when the **Property** is not being advertised or re-marketed for letting following **Vacant Possession**.
- iii. periods following **Vacant Possession** where the **Property** is advertised for sale, under a contract for sale, or where possession was gained under ground 1a of the Housing Act 2004 (as amended or superseded).
- iv. any interest on **Arrears**
- v. any **Tenancy** managed by a party not associated with the original **Tenancy**
- vi. **Rent** that the court rules is not payable by the **Tenant** or **Guarantor** or is not considered lawfully due, except those amounts relating to **Event** v.
- vii. **Rent** that exceeds the total rental amount shown on the **Satisfactory Reference** documents in the first **Period of Cover**
- viii. **Rent** where the monthly **Rent** noted on the **Tenancy** exceeds the monthly **Rent** due under the **Tenancy** in the previous 12 months by more than 10% unless evidence of up to date affordability for each **Tenant** can be provided.
- ix. **Rent** withheld due to set off for compensation under section 87 and 88 of the Renting Homes Wales Act 2016
- x. periods when the **Property** is unoccupied due to necessary refurbishment or other works not caused by the **Tenant**, unless the **Tenant** has been relocated at the **Landlords** own cost.
- xi. **Rent** increases where the **Rent** has been increased more than once within a 12-month rolling period
- xii. any claim where the **Deposit** clears 100% of the **Arrears** and no **Monthly Benefit** was paid out under condition 1 of this section of the **Policy**.

Limit of Indemnity

The most **We** will pay for all claims from one or more **Events** occurring at the same time or from the same cause is up to the limit shown in the **Schedule**. This is payable 30 days in arrears.

We will not be liable for any **Excess** or **Applied Excess** shown in the **Schedule**.

Rent Guarantee Claim Procedure

If **You** fully follow the procedure in this section, **We** will pay the following claim related expenses at no extra cost to **You**:

- a. **Professional Costs** that cannot be recovered, related to a civil claim from an **Event** during the **Period of Cover** and within the **Territorial Limits**
- b. **Professional Costs** for taking action to reduce the costs, duration and/or chances of future **Events**.

Consent Precedent to Our Liability

Our payment of **Professional Costs** depends on:

- i. there being **Reasonable Prospects of Success** and
- ii. the specific circumstances must make it reasonable to pay for **Professional Costs**

We may ask for an opinion from counsel at **Your** expense regarding the merits of **Proceedings**. If the claim is later accepted **Your** costs for getting this opinion will be covered under this **Policy**.

If **You** choose to start or continue **Proceedings**, **Defence** and/ or **Counterclaim** that **We** have declined to support under i or ii above and **You** succeed, **We** will pay **Professional Costs** and any **Monthly Benefit** or **Vacant Possession Payment** due under this **Policy** as if **We** had supported **You** from the start. In all cases **We** will not pay **Your Professional Adviser** more than **We** would have paid **Our** own adviser.

Conduct of the proceedings

1. For any claim where a **Professional Adviser** is needed, **We** will appoint one to act under the terms of the **Policy**.
2. **You** and the **Agent** must keep **Us** updated on progress of the case. If **You** fail to inform **Us** and the **Professional Adviser** quickly about any developments in the claim or **Proceedings**, **Defence**, and/ or **Counterclaim** **We** may stop **Your** cover under this **Policy** section. Additionally **Professional Costs** may not be paid and **You** might have to repay any **Professional Costs** or **Monthly Benefit** paid by **Us**.
3. If court papers are issued (or received), or if there's a conflict of interest, **We** will suggest an alternative **Professional Adviser** for **You** to consider.
4. Any representative will be appointed to act on **Your** behalf regarding **Your** liability under the contract related to the **Property**
5. Before **We** agree that **Proceedings** are needed **We** may try to reach a settlement. This aims to resolve the claim quickly. If **You** unreasonably refuse a settlement, **Monthly Benefit**, **Vacant Possession Payment**, and in some cases cover under this policy section, will stop.

Withdrawal and discontinuance

1. If **You** or anyone acting for **You**, withdraws from or stops the **Proceedings**, **Defence** and/ or **Counterclaim** without the **Professional Advisers** agreement then **You** must pay any **Professional Costs** incurred, **Monthly Benefit** paid and third party costs.
2. If **We** or the **Professional Adviser** decide to stop acting under the terms of this **Policy** due to a breach by **You** or anyone acting on **Your** behalf, then **Our** expenses and cover under this policy section, will end immediately. This is unless **We** agree to continue the claim and appoint another **Professional Adviser**. Any **Professional Costs** incurred, **Monthly Benefit** paid and any third party costs will then be **Your** responsibility and recoverable from **You**. To be clear, **We** will not seek to recover these costs from any third party

Cooperation

1. **You** will co-operate with the **Us** and the **Professional Adviser** at all times and reply quickly to any correspondence related to the claim. **You** will provide all requested information to **Us** and the **Professional Adviser** within 7 days of first request and meet with them whenever requested.
2. **You** or the **Professional Adviser** must notify **Us** right away if a conflict of interest arises between the **You** or the **Agent** and **Us**.
3. If **We** ask, **You** will instruct the **Professional Adviser** to submit their bill of costs for taxation by the court or certification by the relevant professional body.
4. **You** shall allow **Us** to make all reasonable attempts to recover costs from a third party
5. With **Our** agreement **You** must take every step to recover **Professional Costs** that **We** pay. Any **Professional Costs** recovered from the **Tenant** or **Guarantor** must be paid to **Us** immediately.
6. **You** or the **Agent** must attend any court hearing if required by the appointed **Professional Adviser** at **Your** own expense. Attendance may be requested for hearings related to recovery action taken by **Us** including enforcement applications after **Vacant Possession** of the **Property**.
7. If **You** or the **Agent** cannot attend a court hearing when needed, **We** reserve the right to recover all **Professional Costs** incurred. This includes any costs from the **Professional Adviser** removing themselves from the court record. In some cases, **We** may also seek repayment of **Monthly Benefit** paid.

Rights to information

1. **We** will have direct access to the **Professional Adviser** at all times and have access to any information, **You** or anyone acting on **Your** behalf provide to the **Professional Adviser** relating to the **Proceedings**, **Defence** or **Counterclaim** whether it is privileged or not.
2. **We** must be notified immediately in writing by **You** or the **Professional Adviser** about any **Offer** made. If **We** believe the outcome of the **Proceedings**, **Defence** or **Counterclaim** to be equally or less favourable to **You** than the **Offer**, **We** will not be liable for any further **Professional Costs**, **Monthly Benefit** or **Vacant Possession Payment**.

Exclusions

We will not cover any claim or pay any expenses:

- a. where there are not **Reasonable Prospects of Success**
- b. for an application for a Judicial Review or for an appeal unless **We** have given **Our** prior written consent to such costs
- c. for any dispute with the successor of the occupation contract following the death of the sole **Tenant**
- d. for any possession claim the court deems to be retaliatory

Limit of cover

1. **We** will not pay for **Professional Costs** that are:
 - a. incurred in any legal action not related to an **Event**
 - b. caused by avoidable correspondence
 - c. above the **Limit of Professional Costs**
 - d. above those which **We** approved beforehand in line with this **Policy** sections terms.
 - e. related to any claim where **You** could claim indemnity under any other policy or guarantee, even without this **Policy**
 - f. related to costs owed or awarded to the **Tenant** or other party.
2. **We** will not be liable for any **Excess**.
3. The most **We** will pay for all claims from one or more **Event** happening at the same time or from the same 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) if the **Event** happens within (and including) the first 60 days of the **Start Date**, and the **Tenancy** began before the first **Period of Cover**. This is unless **We** agreed to cover it in writing before the first **Period of Cover** started or if **You** had similar insurance cover, for the same **Tenancy** right before this **Policy** began. **You** must provide proof of this when reporting a claim.
- b) if the **Event** happens, or exists outside the **Period of Cover**
- c) if it relates to any circumstances happening or existing before the **Start Date** that **You**, or **We** reasonably believe **You** should have known could lead to a claim
- d) if the **Event** happened because someone other than the **Tenant** or **Guarantor** did not meet their obligations in the **Tenancy**.
- e) where **You** or the **Agent** have not complied with any applicable legislation enacted by central or local government in relation to rented accommodation. This includes, for example:
 - i. holding a valid license application where the **Property** falls within a compulsory licensing area
 - ii. being registered or holding memberships under applicable bodies or schemes
 - iii. re-letting the property within 12 months of gaining possession under ground 1a of the Housing Act 2004 (as amended or superseded)
 - iv. where an improvement notice has been served by the local authority
- f) where the **Event** relates to a Company Let and the occupiers of the **Property** are not employed by, or are directors of the **Tenant** company
- g) for **Professional Costs** unless:
 - i. **We** have agreed to this beforehand, and
 - ii. while **Reasonable Prospects of Success** in the **Proceedings**, **Defence** and/or **Counterclaim** remain.
- h) where **You** or anyone acting on **Your** behalf harms the **Reasonable Prospects of Success** in the prosecution, settlement of the **Proceedings**, **Defence**, **Counterclaim** or harms the **Insurers** financial position in any way.
- i) where **You** or the **Agent** acts without **Our** consent or against **Our** or the **Professional Advisers** advice
- j) where any conditions in the **Satisfactory Reference** are not met.
- k) that is false, fraudulent or arises from any deliberate criminal act or significant omission by **You** or anyone acting for **You**.
- l) arising from or relating to a dispute or conflict of interest between **You** and any other party including **Us**, unless **We** have agreed otherwise.
- m) 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, 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, unless cover is specified in the Rent Guarantee section of this **Policy**.
 - vi. libel or slander or malicious falsehood
- n) falling within the jurisdiction of a Rent Assessment Committee, the lands tribunal or the leasehold valuation tribunal
- o) relating to the payment or non-payment of service charges as defined in the Landlord and Tenant Act 1985 (as amended)
- p) for damages, interest, fines, penalties, or compensation which are ordered to be paid to the **Tenant** by a court or other authority.
- q) which is caused by or linked to non-compliance with current laws and regulations such as, 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
- r) which is caused by or linked to the failure to address hazards or take actions mentioned in any notice or request, issued by a local authority relating to the **Property** and within the specified timescales.
- s) which is caused or linked to the **Landlords** obligations in Section 11 of the Landlord and Tenant Act 1985 including any amending or superseding legislation
- t) caused by any disputes or legal proceedings arising from, or related to a **Terrorist Act**
- u) arising from any consequences of **Pollution or Contamination**.
- v) Where the **Tenancy** is in Wales, is a Standard Occupation Contract and:
 - i. the claim is for costs due to the termination of an occupation contract by a contract holder in response to a repudiatory breach
 - ii. the claim is for reasonable relocation expenses resulting from possession claims made under section 160 of the Renting Homes Wales Act 2016, Estate Management Grounds
 - iii. there is no evidence that the **Tenant** received a written statement of the **Tenancy** within the required timescales.
 - iv. the **Tenancy** lacks the necessary fundamental terms or key matters
- w) for additional costs relating to the **Tenancy** that are not considered **Rent** i.e. car parking payments, utility bills etc.

2. **Radioactive contamination**

This **Policy** section does not cover any damage, **Event**, injury or liability caused by or linked to:

- i. ionising radiation or contamination from any nuclear fuel or from any nuclear waste arising from burning nuclear fuel, or
- 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 (declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property ordered by any government, local or public authority
- b) Any direct or indirect consequence of Terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- c) Any direct or indirect consequence of:
 - i. Irradiation or contamination by nuclear material, or
 - ii. The radioactive, toxic, explosive or other hazardous or contaminating 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 caused by or linked to nationalisation, confiscation, seizure, destruction, requisition or detention by any Government municipal, local customs or public authority.

5. **Sanctions**

The **Insurer** will not cover or pay any claim or provide any benefit under this insurance if doing so would expose it 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. **Electronic Risks**

This **Policy** section does not cover any **Event** that is caused directly or indirectly by:

- a) loss, damage or destruction, alteration or reduced functionality, of any **System** whether owned by **You** or not. This includes tangible or intangible items such as **Data**. Causes can include programming or operating errors, by any person, malicious acts, **Virus**, **Hacking**, **Phishing**, **Denial of Service Attack** or failures of any external networks.
- b) loss, reduction in functionality, alteration, modification, distortion, erasure or corruption of **Data**. This includes any unauthorised access to, repair, replacement, restoration or reproduction of **Data** along with any related value of such **Data** regardless of whether it is caused by **Hacking**
- c) any misinterpretation, use or misuse of **Data**
- d) unauthorised sharing of **Data** to any third party or sending of any **Virus**
- e) loss, damage or destruction of any other property caused by or linked to, a cause described in a, b, c or d of this exclusion
- f) loss, damage liability 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.

7. **Terrorist Act**

We will not pay a claim linked to any dispute or legal proceedings actions connected to any direct or indirect effects of terrorism as defined in the Terrorism Act 2000 and any amending or substituting legislation

8. **Date Recognition**

This **Policy** section does not cover loss, destruction or damage caused by, or linked to the failure of equipment (including hardware and software) to recognise any given date correctly, to process data or to operate properly due to this failure. However **We** will cover subsequent damage which results from a **Defined Peril** covered by this section,

For the purposes of this exclusion the following defined term shall apply –

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

Rent Guarantee - General Conditions

1. **We** will act in good faith in all **Our** dealings with **You**. The payment of claims is dependent on:
 - a. **Your own observance of the following**
 - i. complying with the terms and conditions of the **Policy**
 - ii. giving all necessary information and assistance that **We** may need
 - iii. taking steps to keep the claim amount as low as possible
 - iv. taking steps to ensure the claim can be resolved quickly and reduce the **Insurers** liability while staying within the terms of the **Policy**.
 - v. the rights under this **Policy** section cannot be transferred to anyone other than **You**
 - vi. the **Policy** section cannot be used to protect any person other than **You**
 - vii. the benefit cannot be paid to anyone else or in any way other than as described in the **Policy** section
 - viii. procuring any necessary actions or consents as required by **Us**.
 - b. **You** recognising **Our** rights
 - i. to take over and handle, in **Your** name, the negotiation and/or settlement of any claim, **Proceedings**, **Defence** or **Counterclaim** at any time.
 - ii. to take **Proceedings** at **Our** expense, and recover for **Our** benefit any payment made or costs incurred under this **Policy** section
 - iii. to not be bound by any agreement **We** are not a part of;
 - iv. to apply an additional **Applied Excess** to any accepted claim where handling costs or **Arrears** have risen due to any act, error or omission by **You** or anyone acting on **Your** behalf.
2. **Claims Procedure**

You may report, give instruction and stay updated on the claims progress (subject to the standard terms of any **Professional Adviser**). **You** must meet the following obligations:

 - a. If **You** become aware of a potential claim, **You** must notify **Us** within 31 days after the **Event** occurs or no later than 31 days after the first **Arrears** accrue, whichever comes first. **You** must provide a full and honest account of the claims details along with the supporting documents listed in the How to Claim section of the **Policy** wording.
 - b. If an **Event** occurs relating to **Arrears** the **Tenant** must be contacted within 7 days of the **Rent** falling due to find out why the **Rent** is unpaid. A record of this contact should be created and held by **You** or the **Agent**.
 - c. If the **Rent** is still unpaid the **Tenant** must be contacted within a further 7 days, to see if they are still in the **Property**. The **Guarantor** must be informed, and a record of this contact should be created and held by **You** or the **Agent**.
 - d. If **You** or the **Agent** cannot reach the **Tenant** or **Guarantor**, and it is lawful to do so, **You** or the **Agent** must serve notice to carry out an inspection. **You** should seek legal advice if **You** are unsure that such an inspection is lawful.
 - e. If following an inspection of the **Property** there is no evidence that the **Tenant(s)** still occupy the **Property**, **We** may consider that **You** have **Vacant Possession** and cease further payments of **Monthly Benefit**.
 - f. If a claim arises **You** or the **Agent** must provide requested documents and/or evidence to **Us** or the **Professional Adviser** at **Your** own cost. This should be done within 7 days of the request the date.
 - g. **You** should inform **Us** if the **Tenant** or **Guarantor** makes any part payment of **Rent** after **You** notify **Us** of a claim. This should go towards the earliest **Arrears** and not held for a later period. If **We** have already made a payment of **Monthly Benefit**, **You** must repay that amount to **Us** immediately.
 - h. If **You** or the **Agent** place an abandonment notice on the **Property** and take **Vacant Possession** after the notice expires, 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. After gaining **Vacant Possession** of the **Property**, **We** will pay the final **Monthly Benefit** after deducting the balance of the **Deposit** available. **We** will determine the final payment based on reasonable written evidence including:
 - i. any details of adjudication of a Tenancy Deposit Scheme or Deposit Replacement Service or product. The adjudication of the **Deposit** made by the provider is final and **We** will adhere to their decision on the **Deposit** use; **You** must submit all dilapidations and outstanding **Arrears** when claiming for funds against the **Deposit**.
 - ii. written agreement from the **Tenant** confirming their liability for any damage
 - iii. a list of repairs and/or damages including costs;
 - iv. a detailed **Inventory** and checkout report with photographs showing the **Property's** contents and condition
 - v. receipted invoices for remedial works completed by contractors
 - j. Upon **Our** agreement **You** can deduct **Your** costs from the **Deposit** for damage caused by the **Tenant** that goes beyond usual wear and tear. The remaining balance will cover the **Monthly Benefit** paid by this **Policy** then any **Professional Costs** **We** incurred. After receiving the required documentation specified in 2i **We** will arrange any final payment due. **You** must not deduct **Agent** fees, re-letting fees, or the **Excess** or any **Applied Excess** incurred under this **Policy** or any other outstanding bills or balances, from the **Deposit** where **Rent** is still owed.
 - k. If **You** have chosen to replace the traditional cash **Deposit** with an alternative **Deposit** replacement product agreed by **Us** there is a risk that **Your** chosen product will not provide the expected funds. This could happen due to a breach of the product's terms and conditions by **You** or an associated party, or because of the existence of this **Policy**. **We** take no responsibility for how well **Your** chosen option works. In all cases **We** will require the equivalent of one month's **Rent** either supplied to **Us** or be deducted from the claims settlement value provided under the same. It is **Your** responsibility to ensure that any replacement **Deposit** product works alongside this **Policy**
 - l. Please ensure that the information specified in 2i reaches **Us** within 6 weeks of **Vacant Possession**. If **We** do not receive this information, **We** can use the full **Deposit** to cover any outstanding **Rent**.
 - m. In the event that the **Tenant** or their representatives raise a **Defence** and/or **Counterclaim** during the course of the **Proceedings**:
 - i. the **Professional Adviser** will assess the **Defence** and/or **Counterclaim** and recommend a course of action which **You** cannot unreasonably refuse
 - ii. if the **Professional Adviser** finds that following the assessment of the **Defence** and/or **Counterclaim** there are no longer **Reasonable Prospects of Success** because of previously undisclosed facts or circumstances, which were known or that should have been known by **You** or the **Agent**, all cover under this **Policy** section will end. **We** may also recover **Our** incurred costs and/or **Monthly Benefit** paid, from **You**.

3. Conditions Precedent to Liability

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

- a. The **Tenancy** can only take possession of the **Property** after a written **Tenancy** has been signed by all relevant parties
- b. **You** must ensure that the **Tenancy** is legally enforceable
- c. **You** must ensure that the **Tenancy** contains valid forfeiture clauses where needed.
- d. **You** must ensure that all legally required documents are served on the **Tenant** before granting the **Tenancy**. Where this is not the case and it carries a risk of fine, this will not be covered by the **Policy**.
- e. The **Policy** must be active on, or before, the beginning of the **Tenancy**. The start date of the **Tenancy** should not be more than 60 days after the **Satisfactory References** were completed unless agreed by **Us** in writing.
- f. In the event that a **Tenancy** has already started before the **Policy** is active, **You** must be able to provide evidence of **Satisfactory References** and proof that **Rent** has been paid without dispute. Alternatively, show evidence that there has been a previous policy in place and that there has been no break in cover.
- g. Before the **Tenancy** starts **You** must have obtained **Satisfactory References** for each **Tenant** and **Guarantors** (if applicable) either:
 - i. from the HomeLet Referencing Service, or
 - ii. by another licensed referencing service that has been approved by **Us**, or
 - iii. **We** have received the **Tenants** references and confirmed in writing that they are acceptable.
- h. **You** must ensure that all the terms and conditions of the **Satisfactory Reference** have been met.
- i. If there is more than one **Tenant**, their share of **Rent** as stated on the **Satisfactory Reference**, must add up to, or exceed the total monthly **Rent**, provided all conditions of the **Satisfactory Reference** have been met. Full or partial **Rent** must not be taken in advance of the **Tenancy** or paid in bulk sum.
- j. **You** must ensure that all **Rent** increases are handled within current regulation and are not completed within the first 12 months of the **Tenancy**. After the first 12 months of the **Tenancy**, **Rent** can be increased by no more than 10% every 12 months.
- k. If the **Rent** does exceed the amounts stated in j above then **You** must provide evidence to **Us** that confirms:
 - i. the **Tenants'** gross monthly income is at least 2.5 times the applicable share of **Rent**, and for **Guarantors** is at least 3 times the applicable **Rent** share;
 - ii. there have been no **Arrears** or late payments of **Rent** exceeding 7 days over the last 12 months.
- l. If 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**.
- m. **You** must ensure that anyone acting as a **Guarantor** for the **Tenant** has been referenced as stated in 3g. This person must have also signed a legally enforceable written guarantee for the **Tenancy**. This can be a **Guarantors Covenant** for the **Tenancy** or as a separate **Deed of Guarantee**. The **Guarantor** will guarantee the **Tenant's** obligations for the entire duration of their occupancy of the **Property**.
- n. **You** must keep clear and up to date records of all **Rent** due and payments received from the **Tenant**. This includes the date of each payment and details of any complaints made by the **Tenant** along with their resolutions or outcomes
- o. There must be a properly executed **Tenancy** in place that has been signed by all parties.
- p. **You** must not allow any **Tenant** to occupy the **Property** until **You** collect the first month's **Rent** and the **Deposit** has been collected or otherwise secured
- q. **You** must ensure compliance with the Housing Act 2004 (as amended or superseded) for any cash **Deposit** received in connection with the **Tenancy**
- r. **You** must comply with all conditions of the **Tenancy**
- s. **You** must keep the **Property** in good condition with a regular, documented maintenance and inspection plan. This documentation should be available in the event a claim arises.
- t. **You** must keep records and provide copies when requests, of all correspondence with the **Tenant(s)** about complaints, repairs, disputes or requests. These records must be available if a claim arises.
- u. **You** must ensure that a detailed **Inventory**/check in report has been completed and signed by all parties.
- v. **You** must not enter into a new **Tenancy** within 12 months of gaining **Vacant Possession** of the **Property** on Ground 1A of the Housing Act 2004 (as amended or superseded) which relates to the intention to sell a leasehold or freehold in the **Property**.
- w. comply with any mortgage conditions on the **Property**

4. Reasonable Prospects of Success

We or **Our Professional Adviser** may decide that the **Proceedings**, **Defence** or **Counterclaim** has less than 50% chance of success, which is decided based on the terms of this **Policy**. In making this decision **We** may consider:

- a. amount of money at stake
- b. fact that a reasonable person would not wish to pursue the matter if funding their own legal costs
- c. chances of winning the case
- d. the ability of being able to enforce a judgement
- e. that **Your** interests could be better met in another way.

5. Arbitration

If **You** agree to pay **Your** claim, but **You** disagree with the amount, the difference shall be referred to an arbitrator. **You** and **We** will jointly appoint this arbitrator under the Arbitration Act 1996 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man. **You** cannot take legal action against **Us** over this disagreement until the arbitrator makes a decision.

The party who loses will pay all arbitration costs. If the decision unclear the arbitrator shall have the power to apportion costs. If the decision is made in **Our** favour, **You** cannot recover costs under this **Policy**.

6. Recoveries

We have the right at any time to recover any **Monthly Benefit** or **Professional Costs** paid out. This includes taking **Proceedings** against the **Tenant** or **Guarantor** or former **Tenant** or **Guarantor**.

If **We** or any party recover any amount directly from the **Tenant** or **Guarantor**, from the **Deposit** or through **Proceedings**, the funds will be used in the following order:

- i. to **Monthly Benefit** paid by the **Us**
- ii. to legal fees and/or costs incurred by the **Us**

If any balance remains after i and ii have been repaid, it will go to **You**. However this will be subject to a 20% administration charge which will be kept by **Us**.

7. Alteration in Risk

You must tell **Us** right away if **You** become aware of any changes in risk that could affect the **Policy**. **You** may need to pay an additional **Premium** to **Us**.

8. Termination

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

- a. the end of the **Period of Cover**
- b. **Your** cover under the **Policy** is cancelled.
- c. **Your** failure to pay the **Premium**
- d. **You** express threats to **Our**, or the **Insurers** staff

9. Fraud

If **You** or anyone acting on **Your** behalf makes a fraudulent claim under this insurance, **We** may:

- a. not pay **Your** claim
- b. recover any payments **We** have already made in respect of that claim;
- c. cancel **Your** insurance from the time of the fraudulent act;
- d. inform the police of the fraudulent act

If **We** cancel **Your** insurance due to fraud, **We** will not pay any claims for any incident that occurs after that time. Also **We** may not return any of the **Premium(s)** **You** already paid.

10. Other Insurances

Other insurance

If **You** have another policy that would also cover **Your** claim, **We** only have to pay **Our** share of the claim.

So that **We** can recover any money that is more than **Our** share of the claim, **You** must:

- tell **Us** that **You** have the other insurance policy, and
- give **Us** full details of it, and
- let **Us** take all necessary steps to enforce it in **Your** name

Subrogation

If **You** make a claim on this **Policy** and **You** have rights that **You** can enforce against someone else, **You** must:

- take all necessary steps to enforce those rights for **Our** benefit, or
- let **Us** take those steps in **Your** name

This is so that if the other person is liable to pay towards the claim, **We** can recover any money that **We** have paid or might have to pay. **You** must also let **Us**, in **Your** name, take over, conduct, defend and settle any claim against **You** that **We** may be liable for.

Doing this will not affect **Your** claim with **Us**. If there are any costs for taking these steps, **We** will pay them,

11. Notice

Any notice under these terms and conditions must be either delivered personally or sent by first-class post. Each party's service address is: for a company, its registered office; for individual, their home address or any other previously notified address. A notice is considered to have been served as follows:

- a. if delivered in person, at the time of delivery;
- b. if posted, at the expiration of 48 hours after given to the postal authorities (or 7 days for airmail).

12. Contracts (Rights of Third Parties) Act

No party to this **Policy** intends that any term of this **Policy** should be enforceable by 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**.

13. Language

The terms, conditions, exclusions and other details of this **Policy** will be in English.

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:

0330 333 7126

Email: 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 we can 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 start an investigation and acknowledge your complaint in writing within 5 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 4 weeks, we will write to you again to provide an update.
- If we have been unable to resolve your complaint within 8 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, explaining our findings and any actions we may decide to take.

Financial Ombudsman Service

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

www.financial-ombudsman.org.uk

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

Post:

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

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

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

Section 4 - 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 page 3 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**. It 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 complements 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>Emergency repairs following damage to or failure of the plumbing and drainage system which:</p> <ol style="list-style-type: none"> Means that internal flood or water damage is a likely consequence; Means that You do not have access to a useable toilet within you Insured Property; or Causes blocked external drains that are solely Your responsibility and within the boundary of the Insured Property, where this can be resolved by jetting or rodding. 	<ol style="list-style-type: none"> The replacement of water tanks, cylinders, central heating radiators, toilets, taps and external pipes. Cracked sanitaryware, including for example cisterns, toilet bowls, sinks and baths. Blocked toilets and/or drains where this has been caused as a consequence of misuse or the internal workings of the flush. Saniflo systems or other macerator-based systems. Descaling and any work arising from hard water scale deposits. The repair of domestic and/or leisure equipment that is leaking water, other than from external fixed pipework. 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 Insured Property. Where the leak can be contained providing You with enough time to arrange a repair privately.

2. Internal Electricity	
What is Covered?	What is Excluded?
<p>Emergency repairs following the electricity failure of at least one complete circuit which cannot be resolved by carefully resetting the fuse box and would not be more appropriately resolved by the regional network supplier.</p> <p>Please note, during claims assessment You may be asked to unplug all appliances and reset the circuit to rule out an appliance issue.</p>	<ol style="list-style-type: none"> 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. Renewable energy systems. Where an appliance has caused a circuit to fail or trip.

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

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

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

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

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

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

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 Emergency Repairs by a Contractor under another section of the policy and the Insured Property is rendered uninhabitable in the opinion of the Claims Helpline Service.</p>	<ul style="list-style-type: none"> 1. The cost of any food and drink You have purchased. 2. The cost of any parking incurred. 3. The cost of travel. 4. The cost of entertainment.

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

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

12. Boiler Replacement Contribution	
What is Covered?	What is Excluded?
<p>We 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 We or the Contractor 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.
- Circumstances which are not sudden or unforeseen.

19. Circumstances where **We** have gone beyond **your** insurance policy's **Claim Limit** or policy cover.
20. Claims where **Our Contractor** has advised there is no **Emergency Repair** available.
21. Any direct or indirect liability, loss or damage caused:
 - a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or b) by computer viruses.
22. Any claim or expense of any kind caused directly or indirectly by:
 - a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
 - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
23. Any loss or damage caused by any sort of war, invasion or revolution.
24. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
25. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **terrorism**.
26. 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

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 or by phone on 0800 678 1100 or 020 7741 4100

Authorisation

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

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA, Registered Number: 1229676. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at 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

Address:

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