

Landlord's Insurance+

Policy Wording



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Landlord's Insurance+ Policy

Welcome to HomeLet, here's your new Policy.

This Policy is made up of 4 sections:

- Buildings insurance
- Contents insurance
- Prestige Rent Guarantee & Legal Expenses insurance
- Emergency Assistance insurance

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

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

HomeLet's promise of service

Your Policy is administered by HomeLet on behalf of the Insurer listed below. HomeLet is a trading name of Barbon Insurance Group Limited.

HomeLet aims to provide all our customers with a first class standard of service. Should you wish to contact us or if you are unhappy with the service you receive, or have any cause for dissatisfaction, you should in the first instance contact us by writing to:

HomeLet Customer Service Department
Hestia House
Edgewest Road
Lincoln
LN6 7EL

Alternatively, you can telephone HomeLet's Customer Service Department on 0800 035 8258

Or send an e-mail to enquiries@homelet.co.uk

Or visit HomeLets website at www.homelet.co.uk

When contacting HomeLet please quote your policy number.

Privacy Notice

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how we collect, use, share, transfer and store your information. For our full Privacy Policy please visit our website www.ageas.co.uk/privacy-policy or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing thedpo@ageas.co.uk. Your agent will have their own uses for your personal data. Please ask HomeLet if you would like more information about how they use your personal information.

Collecting your information

We collect a variety of personal information about you including your name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying your computer). Where relevant, we also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding your health.

We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

Using your information

The main reason we collect your personal information and/or special categories of personal information is because we need it to provide you with the appropriate insurance quotation, policy and price as well as manage your policy such as handling a claim or issuing documentation to you. Our assessment of your insurance application may involve an automated decision to determine whether we are able to provide you with a quotation and/or the price. If you object to this being done, then we will not be able to provide you with insurance.

We will also use your information where we feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile you); collecting information regarding your past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If you have given us such information about someone else, you would have confirmed that you have their permission to do so.

Sharing your information

We share your information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to us or on our behalf; fraud prevention and credit reference agencies and other companies, for example, when we are trialling their products and services which we think may improve our service to you or our business processes.

Unless required to by law, we would never share your personal data without the appropriate care and necessary safeguards being in place.

Keeping your information

We will only keep your information for as long as is necessary in providing our products and services to you and/or to fulfil our legal and regulatory obligations. Please refer to our full Privacy Policy for more information.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). We will not transfer your information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information.

Your rights

You have a number of rights in relation to the information we hold about you, these rights include but are not limited to: the right to a copy of your personal information we hold; object to the use of your personal information; withdraw any permission you have previously provided and complain to the Information Commissioner's Office at any time if you are not satisfied with our use of your information. For a full list of your rights please refer to the full Privacy Policy.

Please note that there are times when we will not be able to delete your information. This may be as a result of fulfilling our legal and regulatory obligations or where there is a minimum, statutory, period of time for which we have to keep your information. If we are unable to fulfil a request, we will always let you know our reasons.

Marketing

HomeLet may use personal information, and information about your use of our products and services, to carry out research and analysis.

HomeLet will only use personal information to market our products and services to you if you agree to this.

Monitoring and recording

We and HomeLet may record or monitor calls for training purposes, to improve the quality of our service and to prevent and detect fraud. We and HomeLet may also use CCTV recording equipment in and around our premises.

What this means to you

This clarifies how we collect, store, process and share your data.

Your Guide to our Complaints handling procedure

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 Service Department
HomeLet
Hestia House
Edgewest Road
Lincoln
LN6 7EL

Phone:

0800 035 8258

Email:

complaints@homelet.co.uk

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

How we will deal with your complaint

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

Financial Ombudsman Service

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

Post:

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

Phone:

0800 023 4567

You can also visit the Financial Ombudsman Service's website at www.financial-ombudsman.org.uk

The Ombudsman's service is available to personal policyholders. The service is also open to charities, trustees, micro-enterprises and small businesses with income or assets within defined limits. You can get more information from us or the Ombudsman.

If You take any of the actions mentioned above it will not affect Your right to take legal action.

Cooling off period

During the Period of Insurance, you have a right to cancel this policy within 14 days of:

- receipt of the policy wording and Schedule; or
- the inception date of this policy;

whichever is the later, by contacting HomeLet or alternatively by contacting us to confirm cancellation. Cancellation will take effect no earlier than the date on which HomeLet or we receive your cancellation instructions. Provided no claim has been made and there has been no incident known to you prior to cancellation which may give rise to a claim, you will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before we can deal with the claim.

Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to receive compensation if Ageas Insurance Limited are unable to meet their obligations. Full details are available from the FSCS (www.fscs.org.uk).

If you take any of the action mentioned, it will not affect your right to take legal action. Telephone calls may be recorded.

The Insurer

- Your policy is underwritten by the following insurer:

The Insurer

Ageas Insurance Limited

Registered Number 354568

Registered in England and Wales

Registered Office address:

Ageas House, Hampshire Corporate Park, Templars

Way, Eastleigh, Hampshire, SO53 3YA

www.ageas.co.uk

Ageas Insurance Limited is Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

The Financial Services Register No 202039

How to make a claim

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 and Legal Expenses

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 HomeLet on 0330 333 7231. This telephone number is available 24 hours a day, seven days a week.

Law applicable to this contract

The parties to a contract of insurance covering a risk in the United Kingdom are allowed to choose the law applicable to that contract, but in the absence of agreement to the contrary the Law of England and Wales will apply.

Definition of words

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



BUILDINGS INSURANCE

Definition of words

Insured Property

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 Insured Property**
- garages, forecourts and car parks for which **You** are responsible

situated at the address(es) shown in **Your Policy Schedule**

Period of Insurance

The period stated in **Your Policy Schedule** for which **We** agree to accept and **You** have paid or agreed to pay the premium for.

You/Your

The person or persons actually named in the Policy Schedule or in the event of their death a legal personal representative.

Insurer/Our/Us/We

The Insurer described in the paragraph headed 'The Insurer' on Page 5.

Sum Insured

The amount shown in **Your** current Policy Schedule or subsequent renewal invitation, and where applicable subject to index linking.

Endorsement

A variation in the terms of the Policy.

Residence

That part of **Your Insured Property** whether in whole or in part, occupied as an individual private dwelling or flat.

Commercial Unit

Any part of **Your Insured Property** occupied for business purposes.

Unoccupied

- if **Your Insured Property, Residence or Commercial Unit** is not lived in by a **Tenant** or not lived in by **You as Your main Residence**
- if a **Commercial Unit** is not used for business purposes

Tenant

An occupier of **Your Insured Property, Residence or Commercial Unit** by virtue of a tenancy agreement.

Excess

The first amount as shown in the Policy Schedule of any claim resulting from the same incident of loss or damage to any **Insured Property**.

Value

The amount of money **You** would have received by selling the article or property immediately prior to the loss or damage occurring.

Accidental Damage

Sudden and unexpected damage caused by external means.

The Business

Owning the **Insured Property** described in the Policy Schedule.

Workmen

Any person, persons, company, firm or organisation which is or are at the **Residence** specified in the Policy Schedule for the purpose of carrying out repairs, decoration, general maintenance and minor alterations to **Your Insured Property**.

Contractors

Any person, persons, company, firm or organisation which is or are at the **Residence** specified in the Policy Schedule for the purpose of carrying out construction alteration, extension, or repairs to **Your Insured Property**.

Consequential loss

Consequential or indirect loss (this is any damage or additional expense, which happens as a result of, or is a side effect of, the event for which **You** are insured). This includes but is not limited to the following;

- 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.

HomeLet insurance policy

In consideration of the person or persons named as the Insured in the Policy Schedule (**You**) paying to the **Insurer** the first premium mentioned in the Policy Schedule the **Insurer** agrees to insure in the manner and to the extent provided for in the respective sections specified in the Policy Schedule in respect of events occurring during the **Period of Insurance** set out in the Policy Schedule or any subsequent period for which **You** shall pay and **We** shall accept the premium required.

On behalf of the **Insurer**

CEO, Ageas UK
Ageas Insurance Limited

General conditions

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

Your own observance of the following

- a taking reasonable steps to safeguard against accident, injury, loss or damage
- b reporting to **Us** as soon as reasonably possible full details of any incident which may result in a claim under this Policy
- c forwarding to **Us** every writ, summons, legal process or other communication in connection with the claim immediately upon receipt
- d not admitting liability or making an offer or promise of payment or indemnity without **Our** written consent
- e giving all necessary information and assistance that **We** may require
- f notifying the police as soon as **You** become aware of loss or damage caused by theft or malicious act

Your recognition of **Our** rights

- a to take over and deal with in **Your** name the defence or settlement of any claim
- b to take proceedings in **Your** name, but at **Our** expense, to recover for **Our** benefit the amount of any payment made under this Policy
- c to settle **Your** claim on a proportionate basis if **You** have other insurance covering the same loss, damage or liability
- d to avoid paying any claim which is in any respect fraudulent

Any other person entitled to claim the benefit of this Policy must also observe its terms and conditions.

2 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.

3 Cancellation

You may cancel this policy at any time by contacting HomeLet or alternatively by contacting **Us** to confirm cancellation.

In addition to the right to cancel under more specific conditions, **We** also have the right to cancel this policy at any other time by sending 14 days' notice* in writing to **Your** last known address and/or email address provided by **You**. Reasons for cancellation under this condition may include but are not limited to:

- a change to the risk which makes it one **We** would not normally accept
- **You** failing to co-operate with or provide information to **Us** which affects **Our** ability to underwrite the risk

In this respect, **You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired period, provided no claim has been made during the **Period of Insurance** in which the cancellation is to take effect. If a claim has been made, **We** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- there has been an incident known to **You** which may give rise to a claim; or
- the cost of the claim (or the estimated cost where the claim is outstanding) exceeds the amount of the premium paid

*If the premium is payable by installments and a payment is not made, HomeLet reserves the right to automatically cancel **Your** policy following any effort made by **Us** to contact **You** to bring the payments up to date. HomeLet will give **You** up to 14 days' notice of this cancellation.

4 Non-invalidating

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 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.

5 Non-invalidating – mortgagees

If the Insured 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 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.

6 Other interests

The interest(s) of other parties in the insurance by this Policy 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**.

7 Index linking – protection against inflation

Where applicable **Your Sum Insured** will be adjusted annually by the latest percentage change in the House Rebuilding Cost Index or other appropriate index specified by **Us**. At each renewal the premium will be recalculated on **Your new Sum Insured** and will be shown on **Your** renewal invitation.

Your Sum Insured will not be reduced when an index figure reduces.

8 Contracts (Rights of Third Parties) Act

No person or company who is not party to this Policy shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this Policy. This shall not affect any right or remedy of a third party that exists or is available apart from this act.

9 Advice of unoccupancy

It is a condition precedent to **Our** liability under this Policy 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 will cease.

10 Avoidance

You have a duty to ensure that **You** make a fair, clear and accessible presentation of the risk to be insured at inception, renewal and any variation requested by **You**, of the Policy.

Representations and disclosures must be substantially correct and/or made in good faith.

This means that **You** must:

- Make a reasonable search of information available to **You** which is material to the risk
- Disclose all material information and/or circumstances which are known or ought to be known by **You**. This is information known by senior management as well as the person or persons responsible for arranging this insurance.

Information or circumstances are material if they would influence the judgement of a prudent insurer in whether to accept the risk presented and if so, on what terms. If **You** are in any doubt as to whether information is material, **You** should disclose it.

A breach of **Your** duty of fair presentation of risk may mean that:

- The Policy is void or;
- **Insurers** are not liable to pay all or part of **Your** claim(s) or;
- The terms of the contract are adjusted.

If the breach is deliberate or reckless, the **Insurer** may also not return any premiums paid.

If any claim under this Policy 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 damage or destruction is occasioned by the wilful act or with the connivance of **You** all benefits under this Policy shall be forfeited.

11 Basis of Tenancy Agreement

It is a condition precedent to **Our** liability under this Policy that any letting of the **Insured Property** by **You** is on the basis of a written Assured Shorthold Tenancy agreement (or the equivalent in Scotland or Northern Ireland) between **You** and the **Tenant** with a minimum initial period of at least three months unless an alternative basis of tenancy has otherwise been agreed and confirmed by **Us** in writing.

General Exclusions

This Policy does NOT provide Insurance in respect of:

1 Radioactive contamination

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from

- i ionising radiation or contamination by radioactivity from any nuclear fuel or fuel from nuclear waste from the combustion of nuclear fuel
- ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

This General Exclusion does not apply to the Employers Liability insurance provided by this policy.

2 War and similar risks

Any contingency occasioned by or happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power or martial law.

This General Exclusion does not apply to the Employers Liability insurance provided by this Policy.

3 Nationalisation

Loss, destruction or damage occasioned by nationalisation confiscation requisition seizure or destruction of or damage to property by or under the order of any Government or public or local authority.

4 Sonic bangs

Loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

5 Deliberate acts or omissions

Loss, destruction or damage directly occasioned by any deliberate act or omission by **You** which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission.

6 Terrorism

a liability, death, injury, loss, damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including **Consequential Loss** and damage) directly or indirectly caused by resulting from or in connection with:

- i any act of TERRORISM regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- ii any action taken in controlling, preventing, suppressing or in any way relating to any act of TERRORISM

b loss, damage or destruction or any **Consequential Loss** resulting from loss damage or destruction in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot civil commotion and (except in respect of loss damage or destruction by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons except to the extent:

- i that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland relating to compulsory insurance of liability to employees
- ii stated in the SPECIAL PROVISION - TERRORISM

For the purpose of this Exclusion an act of TERRORISM means an act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or

de facto) committed for political, religious, ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this Exclusion any liability, death, injury, loss, damage, destruction, cost is not covered by this Policy (or is covered only up to a specified Limit of Liability) the burden of proving that such liability, death, injury, loss, damage, destruction, cost or expense is covered (or is covered beyond the Limit of Liability) shall be **Yours**.

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

SPECIAL PROVISION – TERRORISM

Subject otherwise to the terms, definitions, exclusions, exceptions, provisions and conditions of the Policy this Insurance includes loss, damage or destruction within the United Kingdom other than Northern Ireland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987 occasioned by or happening through or in consequence of an act of any person or group of persons acting on behalf of or in connection with any organisation with activities directed as defined in the Terrorism Exclusion provided that:

- a this Policy is issued in the name of an individual or individuals
- b the original **Insured** is not a trustee or a body of trustees that holds the **Insured Property** under a trust
- c **Your** main occupation/trade is not that of a Property Owner
- d the proportion of commercial occupation in the **Insured Property** does not exceed twenty per cent
- e in respect of loss, damage or destruction to Buildings Contents and subsequent Loss of Rent and Alternative Accommodation in total any one loss occurrence **Our** liability shall not exceed £500,000 or the **Sum Insured** whichever is the lesser
- f **We** will not be liable for loss damage or destruction arising directly or indirectly from
 - i the release or threat of release or explosion of germs or disease or other chemical or biological contagions or contaminants
 - ii the use or threat of use or explosion of any nuclear device or radioactive substance
- g this Special Provision does not apply to the Legal Liability as Employer Extension or to **Your** Legal Liability as Owner

For the purpose of this Special Provision a Loss Occurrence shall mean all individual losses arising in respect of a continuous period of twelve hours.

7 Pollution

Any general liability under the Liability Extension to this Policy for pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**:

- a all pollution or contamination which arises out of one incident will be deemed to have happened at the time such incident took place
- b **Our** liability for all damages other than liquidated damages payable in respect of all pollution or contamination which is deemed to have happened during the **Period of Insurance** will not exceed the sum stated in the Policy Schedule as the amount of indemnity for any one event

For the purpose of this Exclusion — pollution or contamination means:

- all pollution or contamination of Buildings or other structures or of water or land or the atmosphere and
- all loss or damage or injury directly or indirectly caused by such pollution or contamination

8 Date recognition

Any claim of whatsoever nature that arises directly or indirectly from or consists of the failure or inability of any:

- a electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems or any similar device
- b media or systems used in connection with any of the foregoing whether **Your Insured Property** or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date including without limitation the failure or inability to recognise, capture, save or retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of:
 - i recognising using or adopting any date day of the week or period of time otherwise than as or other than the true or correct date day of the week or period of time
 - ii the operation of any command or logic which has been programmed or incorporated into anything referred to in a and b above

Provided always that this General Exclusion shall not apply:

- to any claim for subsequent loss or destruction of or damage to any property otherwise indemnifiable by this Policy
- to any claim made arising under insurance in respect of Employers Liability if provided by this Policy

9 Wear and tear

Loss destruction or damage directly occasioned by wear and tear.

10 General

Loss destruction or damage occasioned by any cleaning, repairing, restoration, depreciation, wet or dry rot, mould, woodworm, insects, vermin, any climatic condition or other gradual cause.

11 Asbestos

Any liability of whatsoever nature arising out of mining, processing, manufacturing, removing, disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos.

This exclusion shall not apply in respect of such removal or disposal provided that:

- a such activity does not form part of **Your usual Business** or contract and
- b the discovery of asbestos by **You** is unintentional and accidental and
- c upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and
- d an HSE licensed asbestos removal contractor is employed if legally required
 - i to make safe the area in which the discovery is made as soon as is practicable
 - ii who has Employers Liability and Public Liability insurances in force
 - that provide limits of indemnity no less than those stated in the Policy Schedule and
 - that do not exclude the work to be carried out

We will pay:

- 1 Up to the **Sum Insured** under this section for loss of or damage to **Your Insured Property** 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 Act
 - f Escape of water from any fixed water or heating installation or domestic appliance
 - g Escape of oil from any fixed heating installation

We will not pay for:

- 1 • the **Excess**
 - loss or damage to **Your Insured Property** or **Residence** 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 **Insured Property**
 - vi caused by frost
 - c • loss or damage caused by domestic pets
 - e • loss or damage:
 - i to **Your Insured Property** or **Residence** when it has remained **Unoccupied** for more than 90 consecutive days
 - ii to a **Commercial Unit** which is **Unoccupied**
 - iii caused by the **Tenant**
 - f • loss or damage:
 - i to any **Residence** or **Insured Property** which has remained **Unoccupied** for more than 90 consecutive days
 - ii to a **Commercial Unit** which is **Unoccupied**
 - iii to the appliance/installation itself
 - iv resulting from any gradually operating cause
 - g • loss or damage:
 - i to any **Residence** or **Insured Property** which has remained **Unoccupied** for more than 90 consecutive days
 - ii resulting from any gradually operating cause

We will pay:

- 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 **Your Insured Property** stands or landslip

We will not pay for:

- h • loss or damage:
 - i to **Your Insured Property** or **Residence** when it has remained **Unoccupied** for more than 90 consecutive days
 - ii to a **Commercial Unit** which is **Unoccupied**
 - iii unless violent and forcible means are used to gain entry or exit to **Your Insured Property**
 - iv by any member of **Your** family, any **Tenant** or other person lawfully in **Your Residence** who don't have a formal Tenancy Agreement
 - v 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 **Your Insured Property** by its fall
- k • the **Excess**
- 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
 - 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

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 Insured Property**.

3 Additional costs of rebuilding or repair

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

4 Trace and access

In the event of loss or damage to the building 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 **Insured Property**.

6 Loss of Rent or Alternative Accommodation

up to 2 years rent on **Your Insured Property** following loss or damage by any peril defined in 1 of this section, or access denied to **Your Insured Property**:

- a as a result of any part of **Your Insured Property** 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**
 - iii up to 2 years ground rent
- b the costs necessarily and reasonably incurred by **You** with **Our** consent in re-letting the **Insured Property** solely as a consequence of the loss or damage

We will not pay for:

- vii that originated prior to the commencement of this insurance
- viii where compensation is provided by contract or legislation

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 **Insured Property** or **Residence** or **Commercial Unit** in which the loss occurs is **Unoccupied**
- any amount in excess of £1,000

6 • the Excess

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

We will pay:

7 Sale of Buildings

Up to the **Sum Insured on Your Insured Property** 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 Insured Property** 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 Insured Property** 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 Insured Property** caused by **Accidental Damage**
- **Accidental Damage** to service pipes, cables and inspection costs for which **You** have accepted responsibility, which service **Your Insured Property**
- **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 Insured Property** caused by Malicious Act of the **Tenant**

We will not pay for:

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 Insured Property** or **Residence** when it has remained **Unoccupied** for more than 90 consecutive days
 - iv to a **Commercial Unit** which is **Unoccupied**
 - v to service pipes and cables which **You** are not legally liable to repair
 - vi caused by neglect or lack of routine maintenance
 - vii 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
 - viii caused by faulty workmanship, defective design or defective materials
 - ix caused by mechanical or electrical fault, breakdown or derangement
 - x caused by domestic pets
 - xi specifically excluded under the Buildings section or elsewhere in this Policy

Additional Benefits

Capital Additions

If during the **Period of Insurance** alterations or additions are made to **Your Insured Property** or at **Your Insured Property** 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 **Insured Property** 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 **Your Residence** 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.

Basis of Settlement Memorandum

In the event of loss or damage the basis on which the amount payable in respect of the **Insured Property** is to be calculated will be the Reinstatement of the property lost, destroyed or damaged.

For the purpose of this Memorandum, Reinstatement means

- 1 if the building has not been maintained in a good state of repair **We** will pay the cost of reinstatement less a deduction for wear and tear
- 2 the rebuilding or replacement of property lost or destroyed which provided **Our** liability is not increased may be carried out:
 - a in any manner suitable to **Your** requirements
 - b upon another site
- 3 the repair or restoration of property damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special conditions

- 1 If at the time of loss or damage the cost of reinstating the whole of the **Insured Property** exceeds its **Sum Insured** then **You** will be considered as being **Your** own insurer for the difference and shall accordingly bear a proportionate share of the loss.
- 2 **Our** liability for the repair or restoration of property damaged in part only will not exceed the amount which would have been payable had such property been wholly destroyed.
- 3 No payment beyond the amount which would have been payable in the absence of this Memorandum will be made:
 - a unless Reinstatement commences and proceeds without unreasonable delay
 - b until the cost of Reinstatement has actually been incurred
 - c if the **Insured Property** at the time of its loss destruction or damage is insured by any other Insurance effected by or on behalf of **You** which is not on the same basis of Reinstatement

- 4 If the repair or replacement is not carried out, **We** may, at **Our** option, pay the reduction in market **Value** resulting from the loss or damage but not exceeding what it would have cost to repair or replace.
- 5 **We** will not pay for the replacement of or work on any undamaged items or remaining parts of the **Insured Property** solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.
- 6 The **Sum Insured** on **Your Insured Property** will be reinstated automatically from the date of notification of any claim under this section.

We will pay:

10 Legal Liability as Owner

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

- a up to £5,000,000 in respect of any one event, plus costs agreed by **Us** in writing which **You** become legally liable to pay as the owner of the **Insured Property** for:
 - i injury, illness or disease of any person
 - ii loss of or damage to property which neither belongs to **You** or is in **Your** care occurring during the **Period of Insurance**
- 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 injury or damage to the property of others 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

- c 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 in so far as they can apply.

We will not pay for:

10 a & b

- loss of or damage to property or injury, illness or disease:
 - 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 **Insured Property** 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
- injury, illness or disease, 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
- b • loss or damage to property or injury, illness or disease insured under any other current Policy or any subsequent Policy if this section has been cancelled

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:

- 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** 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** 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

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

We will pay:

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:

- 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.



CONTENTS INSURANCE

Definition of words

Property

Buildings used wholly or partially as private dwellings situated at the address(es) shown in the Policy Schedule.

Sum insured

The amount shown in **Your** current Policy Schedule or subsequent renewal invitation, subject to index linking.

Residence

That part of the **Property** whether in whole or in part, occupied as an individual private dwelling or flat.

You / Your

The person or persons actually named in the Policy Schedule or in the event of their death a legal personal representative.

Insurer/Our/Us/We

The Insurer described in the paragraph headed 'The Insurer' on Page 5.

Unoccupied

If any **Residence** is not lived in by a **Tenant** or not lived in by **You** as **Your** main **Residence**.

Tenant

An occupier of **Your Insured Property** or **Residence** by virtue of a tenancy agreement.

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 **Residence** or in the common parts of **Your Property**, excluding:
 - **Valuables**
 - personal effects
 - money
 - credit cards
 - pedal cycles
 - swimming pool covers

- pets and livestock
- any part of the structure, fixtures and fittings (except those for which a **Tenant** is legally liable), ceilings or decorations of the **Residence**
- property more specifically insured
- bonds, bills of exchange, promissory notes and securities for Money
- property used for Business or Trade purposes
- plants, trees or any growing matter
- contact or corneal lenses
- electric or motorised wheelchairs

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

b carpets, curtains, interior sun blinds, light fittings, fridges, freezers, dishwashers, washing machines, dryers, cookers and microwaves belonging to **You** or for which **You** are responsible in any **Residence** or in the common parts of **Your Property**

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.

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 (but not television receiving equipment [except 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.

Excess

The first amount as shown in the Policy Schedule of any claim resulting from the same incident of loss or damage to any insured **Property**.

Period of insurance

The period stated in the Policy Schedule for which **We** agree to accept and **You** have paid or agreed to pay the premium.

Endorsement

A variation in the terms of the Policy.

Value

The amount of money **You** would have received by selling the article or property immediately prior to the loss or damage occurring.

Household

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

Accidental damage

Sudden and unexpected damage caused by external means.

The Business

Ownership of the **Contents** in the insured **Property** as described in the Policy Schedule.

Consequential loss

Consequential or indirect loss (this is any damage or additional expense, which happens as a result of, or is a side effect of, the event for which **You** are insured). This includes but is not limited to the following;

- 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.

HomeLet insurance policy

In consideration of the person or persons named as the Insured in the Policy Schedule (**You**) paying to the **Insurer** the First Premium mentioned in the Policy Schedule the **Insurer** agrees to insure in the manner and to the extent provided for in the respective sections specified in the Policy Schedule in respect of events occurring during the **Period of Insurance** set out in the Policy Schedule or any subsequent period for which **You** shall pay and **We** shall accept the premium required.

On behalf of the **Insurer**

CEO, Ageas UK

Ageas Insurance Limited

General Conditions

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

Your own observance of the following:

- a taking reasonable steps to safeguard against accident, injury loss or damage
- b reporting to **Us** as soon as reasonably possible full details of any incident which may result in a claim under this Policy
- c forwarding to **Us** every writ, summons, legal process or other communication in connection with the claim immediately upon receipt
- d not admitting liability or making an offer or promise of payment or indemnity without **Our** written consent
- e giving all necessary information and assistance that **We** may require
- f notifying the police as soon as **You** become aware of loss or damage caused by theft or malicious act

Your recognition of **Our** rights

- a to take over and deal with in **Your** name the defence or settlement of any claim
- b to take proceedings in **Your** name, but at **Our** expense, to recover for **Our** benefit the amount of any payment made under this Policy
- c to settle **Your** claim on a proportionate basis if **You** have other insurance covering the same loss, damage or liability

Any other person entitled to claim the benefit of this Policy must also observe its terms and conditions

2 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.

3 Cancellation

You may cancel this policy at any time by contacting HomeLet or alternatively by contacting **Us** to confirm cancellation.

In addition to the right to cancel under more specific conditions, **We** also have the right to cancel this policy at any other time by sending 14 days' notice* in writing to **Your** last known address and/or email address provided by **You**. Reasons for cancellation under this condition may include but are not limited to:

- a change to the risk which makes it one **We** would not normally accept
- **You** failing to co-operate with or provide information to **Us** which affects **Our** ability to underwrite the risk

In this respect, **You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired period, provided no claim has been made during the **Period of Insurance** in which the cancellation is to take effect. If a claim has been made, **We** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- there has been an incident known to **You** which may give rise to a claim; or
- the cost of the claim (or the estimated cost where the claim is outstanding) exceeds the amount of the premium paid

*If the premium is payable by installments and a payment is not made, HomeLet reserves the right to automatically cancel **Your** policy following any effort made by **Us** to contact **You** to bring the payments up to date. HomeLet will give **You** up to 14 days' notice of this cancellation.

4 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 provided **You** give notice to **Us** in writing immediately **You** become aware of such act or omission and **You** agree to pay any additional premium **We** may require.

5 Index Linking – protection against inflation

Your Sum Insured will be adjusted annually by the latest percentage change in the General Index of Retail Prices or other appropriate index specified by **Us**. At each renewal the premium will be recalculated on **Your** new **Sum Insured** and will be shown on **Your** renewal invitation.

Your Sum Insured will not be reduced when an index figure reduces.

6 Contracts (Rights of Third Parties) Act

No person or company who is not party to this Policy shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this Policy. This shall not affect any right or remedy of a third party that exists or is available apart from this act.

7 Advice of unoccupancy

It is a condition precedent to **Our** liability under this Policy 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 claims under this Policy will be invalidated.

8 Voidance

You have a duty to ensure that you make a fair, clear and accessible presentation of the risk to be insured at inception, renewal and any variation requested by **You**, of the Policy.

Representations and disclosures must be substantially correct and/or made in good faith.

This means that **You** must:

- Make a reasonable search of information available to **You** which is material to the risk
- Disclose all material information and/or circumstances which are known or ought to be known by **You**. This is information known by senior management as well as the person or persons responsible for arranging this insurance.

Information or circumstances are material if they would influence the judgement of a prudent insurer in whether to accept the risk presented and if so, on what terms. If **You** are in any doubt as to whether information is material, **You** should disclose it.

A breach of **Your** duty of fair presentation of risk may mean that:

- The Policy is void or;
- **Insurers** are not liable to pay all or part of **Your** claim(s) or;
- The terms of the contract are adjusted.

If the breach is deliberate or reckless, the **Insurer** may also not return any premiums paid.

If any claim under this Policy 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 damage or destruction is occasioned by the wilful act or with the connivance of **You** all benefits under this Policy shall be forfeited.

9 Basis of Tenancy Agreement

It is a condition precedent to **Our** liability under this Policy that any letting of the insured **Property** by **You** is on the basis of a written Assured Shorthold Tenancy agreement (or the equivalent in Scotland or Northern Ireland) between **You** and the **Tenant** with a minimum initial period of at least three months unless an alternative basis of tenancy has otherwise been agreed and confirmed by **Us** in writing.

General Exclusions

This Policy does NOT provide Insurance in respect of:

1 Radioactive Contamination

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from

- i ionising radiation or contamination by radioactivity from any nuclear fuel or fuel from nuclear waste from the combustion of nuclear fuel
- ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

This General Exclusion does not apply to the Employers Liability insurance provided by this Policy

2 War and Similar Risks

Any contingency occasioned by or happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power or martial law.

This General Exclusion does not apply to the Employers Liability insurance provided by this Policy.

3 Nationalisation

Loss, destruction or damage occasioned by nationalisation confiscation requisition seizure or destruction of or damage to property by or under the order of any Government or public or local authority.

4 Sonic Bangs

Loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

5 Deliberate Acts or Omissions

Loss, destruction or damage directly occasioned by any deliberate act or omission by **You** which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission.

6 Terrorism

a liability, death, injury, loss, damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including **Consequential Loss** and damage) directly or indirectly caused by resulting from or in connection with

- i any act of TERRORISM regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- ii any action taken in controlling, preventing, suppressing or in any way relating to any act of TERRORISM

b loss, damage or destruction or any **Consequential Loss** resulting from loss damage or destruction in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot civil commotion and (except in respect of loss damage or destruction by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons except to the extent:

- i that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland relating to compulsory insurance of liability to employees
- ii stated in the SPECIAL PROVISION – TERRORISM

For the purpose of this Exclusion an act of TERRORISM means an act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of

persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political, religious, ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this Exclusion any liability, death, injury, loss, damage, destruction, cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Liability) the burden of proving that such liability, death, injury, loss, damage, destruction, cost or expense is covered (or is covered beyond the Limit of Liability) shall be **Yours**.

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

SPECIAL PROVISION – TERRORISM

Subject otherwise to the terms definitions exclusions exceptions provisions and conditions of the Policy this Insurance includes loss, damage or destruction within the United Kingdom other than Northern Ireland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987 occasioned by or happening through or in consequence of an act of any person or group of persons acting on behalf of or in connection with any organisation with activities directed as defined in the Terrorism Exclusion provided that:

- a this Policy is issued in the name of an individual or individuals
- b the original Insured is not a trustee or a body of trustees that holds the insured **Property** under a trust
- c **Your** main occupation/trade is not that of a Property Owner
- d the proportion of commercial occupation in the insured **Property** does not exceed twenty per cent
- e in respect of loss damage or destruction to Buildings Contents and subsequent Loss of Rent and Alternative Accommodation in total any one loss occurrence **Our** liability shall not exceed £500,000 or the **Sum Insured** whichever is the lesser
- f **We** will not be liable for loss, damage or destruction arising directly or indirectly from:
 - i the release or threat of release or explosion of germs or disease or other chemical or biological contagions or contaminants
 - ii the use or threat of use or explosion of any nuclear device or radioactive substance
- g this Special Provision does not apply to the Legal Liability as Employer Extension or to **Your** Legal Liability as Owner

For the purpose of this Special Provision a Loss Occurrence shall mean all individual losses arising in respect of a continuous period of twelve hours.

7 Pollution

Any general liability under the Liability Extension to this Policy for pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**

- a all pollution or contamination which arises out of one incident will be deemed to have happened at the time such incident took place
- b **Our** liability for all damages other than liquidated damages payable in respect of all pollution or contamination which is deemed to have happened during the **Period of Insurance** will not exceed the sum stated in the Policy Schedule as the Amount of Indemnity for any one Event

For the purpose of this Exclusion – pollution or contamination means:

- all pollution or contamination of Buildings or other structures or of water or land or the atmosphere and
- all loss or damage or injury directly or indirectly caused by such pollution or contamination.

8 Date recognition

Any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any:

- a electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems or any similar device:
- b media or systems used in connection with any of the foregoing whether the property of the insured or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date including without limitation the failure or inability to recognise, capture, save or retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of:
 - i recognising using or adopting any date day of the week or period of time otherwise than as or other than the true or correct date day of the week or period of time
 - ii the operation of any command or logic which has been programmed or incorporated into anything referred to in a and b above

Provided always that this General Exclusion shall not apply:

- a to any claim for subsequent loss or destruction of or damage to any property otherwise indemnifiable by this Policy
- b to any claim made arising under insurance in respect of Employers Liability if provided by this Policy

9 Wear and tear

Loss destruction or damage directly occasioned by wear and tear.

10 Faulty workmanship

Loss destruction or damage directly occasioned by faulty workmanship, defective design or defective materials.

11 Household removal

Loss destruction or damage occasioned in the course of household removal.

12 General

Loss destruction or damage occasioned by any cleaning, repairing, restoration, depreciation, wet or dry rot, mould, woodworm, insects, vermin, any climatic condition or other gradual cause.

13 Asbestos

Any liability of whatsoever nature arising out of mining, processing, manufacturing, removing, disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos

This exclusion shall not apply in respect of such removal or disposal provided that:

- a such activity does not form part of **Your** usual **Business** or contract and
- b the discovery of asbestos by **You** is unintentional and accidental and
- c upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and an HSE licensed asbestos removal contractor is employed if legally required:
 - i to make safe the area in which the discovery is made as soon as is practicable
 - ii who has Employers Liability and Public Liability insurances in force:
 - that provide Limits of Indemnity no less than those stated in the Policy Schedule and
 - that do not exclude the work to be carried out

We will pay:

- 1 Up to the **Sum Insured** under this section for loss of or damage to the **Contents** caused by:
 - a Fire, smoke, explosion, lightning or earthquake
 - b Storm or flood
 - c Collision or impact with the **Property** 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 act
 - f Escape of water or oil from any fixed water or heating installation or domestic appliance
 - g Theft or attempted theft

We will not pay for:

- 1 • the **Excess**
 - more than £2,500 for any single article
 - loss or damage to **Your Contents** when **Your Residence** 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 **Property**
- c • loss or damage caused by domestic pets
- e • loss or damage:
 - i to the **Contents** of any **Residence** when it has remained **Unoccupied** for more than 90 consecutive days
 - ii caused by the **Tenant**
- f • loss or damage:
 - i to the **Contents** of any **Residence** or insured **Property** 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 **Contents** of any **Residence** or insured **Property** which has remained **Unoccupied** for more than 90 consecutive days
 - ii to **Your 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 **Residence** who doesn't have a formal Tenancy Agreement

We will pay:

- 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 **Property** 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 Property** including any **Residence** where the keys of such locks have been stolen.
- 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 **Residence**

We will not pay for:

- iv to **Your Contents** whilst outside of the **Property** 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 **Property** or **Residence**
- 3 • the **Excess**
- any loss otherwise shown as not insured under the **Contents** section of this Policy
 - any loss occurring when the **Residence** has been left **Unoccupied** for more than 90 days

We will pay:

4 Loss of Rent or Alternative Accommodation

Up to 30% of the **Sum Insured of Your Contents** following loss or damage to **Your Contents** by any peril defined in 1 of this section:

- a as a result of any part of **Your Residence** 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 **Residence** solely as a consequence of the loss or damage

5 Temporary Removal

Contents lost or destroyed by any peril defined in 1 of this section, whilst temporarily removed from the **Residence** but remaining in Great Britain and Northern Ireland up to 20% of the **Sum Insured** stated in the Schedule in respect of **Contents**

6 Contents in the Garden

Up to £500 in respect of loss or damage to the **Contents** by any peril defined in 1 of this section, occurring in the open within the boundaries of **Your Property**.

7 Accidental Damage

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

- up to the **Sum Insured** for loss or damage to **Contents** in **Your Property** caused by **Accidental Damage**
- up to the **Sum Insured** for loss or damage to **Your Contents** in **Your Property** caused by Malicious Act of the **Tenant**

We will not pay for:

4 • the Excess

- any loss where the **Residence** was **Unoccupied** prior to the loss unless verified by a tenancy agreement evidencing future occupation
- any loss incurred once the **Residence** 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 property 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 **Residence** 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 **Contents** of any **Residence** which has remained **Unoccupied** for more than 90 consecutive days
 - iv caused by neglect or lack of routine maintenance

We will pay:

We will not pay for:

- 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 **Contents** section or elsewhere in this Policy
- the cost of maintenance and normal redecoration

Basis of Claims Settlement

Repair

We will pay up to the **Sum Insured**, or any lower limit specified, for the cost of repair of each item that is partially damaged or, at **Our** option, **We** will arrange for the repair of any such item.

Subject to the overall limits shown above, **We** will not pay more for the repair of an item than the cost of replacing it as new.

If a damaged item can be repaired but the repair is not carried out, **We** may, at **Our** option, pay the reduction in the **Value** of the item as a result of the loss or damage but not exceeding the estimated cost of repair.

Replacement

We will pay up to the **Sum Insured**, or any lower limit specified, for the cost of replacement as new of each item that is totally lost or damaged beyond repair or, at **Our** option, **We** will arrange to replace any such item.

If an item has been totally lost or damaged beyond repair and is not replaced, **We** will pay the **Value** of that item at the time of the loss or damage.

Special conditions

- 1 If at the time of loss or damage the cost of reinstating the whole of the **Contents** exceeds its **Sum Insured** then **You** will be considered as being **Your** own insurer for the difference and shall accordingly bear a proportionate share of the loss.
- 2 **We** will not pay for the replacement of or work on any undamaged or remaining items solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.
- 3 The **Sum Insured** on **Contents** will be reinstated automatically from the date of notification of any claim under this section.

We will pay:

- 8 Legal liability as Owner**
(or in the event of death the legal personal representative)
- a up to £5,000,000 in respect of any one event, plus costs agreed by **Us** in writing which **You** become legally liable to pay as the owner of the **Contents** for:

We will not pay for:

- 8 a** • loss of or damage to property or injury, illness or disease:
- 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

We will pay:

- i injury, illness or disease of any person
- ii loss or damage to property which neither belongs to **You** or is in **Your** care occurring during the **Period of Insurance**
- b solicitors fees arising from a claim under this paragraph for:
 - i representation at any coroners inquest or fatal accident enquiry
 - ii defence in any court of summary jurisdiction arising out of any possible claim

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

9 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**

We will not pay for:

- ii arising out of any employment, business or profession other than property owning
- iii arising out of any work on the **Property** 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
- any fines or penalties
- 9 • 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

We will pay:

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

We will not pay for:

- loss of or damage to property or injury, illness or disease
 - 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 of any member of **Your Household**
 - iii 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
 - iv arising directly or indirectly from the transmission of any communicable disease or virus by any member of **Your Household**
 - v suffered by any member of **Your Household**
- 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:

- 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**
- 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
- 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
 - vii 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.



PRESTIGE RENT GUARANTEE & LEGAL EXPENSES INSURANCE

Definition of words

Administrator

HomeLet

Hestia House

Edgewest Road

Lincoln

LN6 7EL

Agent

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

Deposit

The sum of money equal to at least one months **Rent** held as security for the performance of the **Tenant's** obligations and made available to **Us** in the event of a claim, without prejudice, for use as outlined in the terms of this **Policy**.

Event

One of the following:

- i the **Tenant's** failure to deliver up to the **Landlord** vacant possession of the **Property** upon the expiry of a notice requiring possession served pursuant to section 21 Housing Act 1988 (as amended by the Housing Act 1996)
- ii an incident or circumstances which give rise to a claim for possession by the **Landlord** upon one or more grounds for possession as set out in Schedule 2, Housing Act 1988 (as amended by the Housing Act 1996)
- iii occupation of the **Property** by person or persons unknown to the **Landlord** and or persons allowed into occupation by a lawful **Tenant** but without the **Landlord's** authority
- iv an incident or circumstances which give rise to a claim by the **Insured** against the **Tenant** for damages for failing to return the **Property** to the **Insured** in the same condition of repair and cleanliness beyond normal wear and tear, as that at which it was in at the commencement of the **Tenancy**.

Excess

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

Landlord

The person(s) or company, being the person entitled to the reversionary interest in the **Property**, whom enters into a **Tenancy** agreement with the **Tenant**, or in the event of their death an appointed legal representative of the estate.

Insured/You/Your

The person or persons named in the **Schedule** or in the event of their death their legal representative.

Insurer/We/Us/Our

Ageas Insurance Limited.

Limit of indemnity

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

Monthly benefit

The sum of money paid each month in arrears by the **Insurer** to the **Insured** in the event of a successful claim.

Offer

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

Period of Insurance

Is that as described in the **Schedule** provided that the **Insured** has paid and the **Insurer** has accepted the **Relevant Payment** for each **Period of Insurance**.

Policy

This written undertaking between the **Insurer** and **Insured**.

Proceedings

Civil Court action or Arbitration or Appeal arising therefrom.

Professional adviser

The solicitor or accountant or other appropriately qualified person, firm or company appointed under the terms of the **Policy** to act for the **Insured**.

Professional costs

Unrecovered fees, costs and disbursements reasonably, properly and necessarily incurred by the **Professional Adviser** and the costs (on the standard basis) of any **Proceedings** incurred by a third party for which the **Insured** may be made liable by order of a court or by agreement.

Property

Means the residential premises at the address specified in the **Schedule**.

Reasonable Prospects of Success

A greater than 50% chance of success in the **Proceedings** and/or enforcing any judgement that might be obtained, decided according to the terms of the **Policy**.

Relevant payment

The premium payable by the **Insured** to the **Insurer** for this **Policy** as described in the **Schedule**.

Rent

The amount payable under the **Tenancy**.

Satisfactory reference

A HomeLet Enhance reference report showing 'acceptable' or 'acceptable with condition' and any condition is met. We are unable to accept a HomeLet Insight as a satisfactory reference for this product.

Schedule

The document issued to the **Insured** on behalf of the **Insurer**, which specifies details of the **Insured's** cover under the **Policy**.

Start date

The first of the two dates listed under **Period of Insurance** in the **Schedule**.

Tenancy

An Assured Shorthold Tenancy as defined in the Housing Act 1988 or the equivalent elsewhere within the **Territorial Limits**.

Tenant

The occupier of the **Property** who has entered into and signed a legally binding **Tenancy**.

Territorial limits

England, Scotland, Northern Ireland and Wales.

General Conditions

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

Your own observance of the following

- a complying with the terms and conditions of the **Policy**
- b giving all necessary information and assistance that **We** may require
- c the rights under this **Policy** cannot be transferred to anyone other than the **Insured**
- d the **Policy** cannot be used to protect any person other than the **Insured**
- e the benefit cannot be paid to anyone else or in any way other than as described in the **Policy**.

Your recognition of **Our** rights

- a to take over and deal with in **Your** name the settlement of any claim
- b to take proceedings in **Your** name, but at **Our** expense, to recover for **Our** benefit the amount of any payment made under this **Policy**
- c to settle **Your** claim on a proportionate basis if **You** have other insurance covering the same **Event**
- d to avoid paying any claim which is in any respect fraudulent
- e to not be bound by any agreement to which **We** are not a party.

2 Notice

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

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

3 Arbitration

Any dispute between the **You** and **Us** in respect of this **Policy** maybe referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties. Failing agreement, the arbitrator shall be nominated by the President of the appropriate Law Society, Bar Council or other professional body within the **Territorial Limits**.

The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of **Us**, **Your** costs shall not be recoverable under this **Policy**.

4 Cancellation

- a The **Insurer** may cancel the **Insured's** cover under this **Policy** at any time by giving 14 days notice in writing
- b The **Insured** may cancel their cover under the **Policy** at any time by giving 14 days notice in writing to the **Insurer**. If no claim has been notified to the **Administrator** a return of the **Relevant Payment** proportionate to the unexpired period of the **Policy** may be made at the discretion of the **Insurer**.

5 Voidance

You have a duty to ensure that **You** make a fair, clear and accessible presentation of the risk to be insured at inception, renewal and any variation requested by **You**, of the **Policy**.

Representations and disclosures must be substantially correct and/or made in good faith.

This means that **You** must:

- Make a reasonable search of information available to **You** which is material to the risk
- Disclose all material information and/or circumstances which are known or ought to be known by **You**. This is information known by senior management as well as the person or persons responsible for arranging this insurance.

Information or circumstances are material if they would influence the judgement of a prudent insurer in whether to accept the risk presented and if so, on what terms. If **You** are in any doubt as to whether information is material, **You** should disclose it.

A breach of **Your** duty of fair presentation of risk may mean that:

- The **Policy** is void or;
- **Insurers** are not liable to pay all or part of **Your** claim(s); or
- The terms of the contract are adjusted.

If the breach is deliberate or reckless, the **Insurer** may also not return any premiums paid.

If any claim under this **Policy** 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 damage or destruction is occasioned by the wilful act or with the connivance of **You** all benefits under this **Policy** shall be forfeited.

6 Termination

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

- a the end of the **Period of Insurance**;
- b failure of the **Insured** to pay the **Relevant Payment** when due; or
- c the **Insured's** cover under the **Policy** is cancelled.

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

7 Claims conditions

- a Where **Rent** is overdue the **Tenant** must be contacted by the **Landlord** or **Agent** within seven days of the **Rent** falling due to attempt to ascertain why the **Rent** is unpaid
- b Where the **Rent** remains unpaid, within a further seven days, the **Tenant** must be contacted by the **Landlord** or the **Agent** again
- c Potential claims must be notified to the **Administrator** no later than:
 - i 60 days after the **Event** occurs,
 - ii except in the case of **Rent** arrears accruing where notification of the **Event** to the **Administrator** as described above must be:
 - no later than seven days after the balance of **Rent** unpaid exceeds a sum equivalent to one month's **Rent** or
 - no later than ninety days after the first arrears accruewhichever is the sooner.
- d If the **Landlord** or the **Agent** becomes aware of a potential claim the **Landlord** or the **Agent** shall notify the **Administrator** by sending to the **Administrator** a fully completed Claim Form together with supporting documents, providing a full and truthful account of the facts of the claim
- e The **Landlord** or **Agent** must provide documentary evidence as requested by the **Insurer** in the event a claim is made

- f Upon occurrence of an **Event** the **Landlord** or **Agent** should submit to the **Administrator**:
 - i the original **Tenancy**
 - ii a fully completed **Rent** statement showing dates rental payments fell due and the date rental payments were received for at least the preceding 2 years
 - iii the Deed of Guarantee if applicable
 - iv a copy of the **Policy Schedule**
 - v the **Satisfactory Reference** document
- g If the **Landlord** or **Agent** receives part payment of **Rent** from the **Tenant** at any time following the notification of a claim, the **Administrator** should be notified. The sum received should be applied against the earliest **Rent** arrears and not held for a later period. If payment of **Monthly Benefit** has already been made by the **Insurer** the **Insured** must repay the sum received to the **Administrator** immediately
- h Upon gaining vacant possession of the **Property** in order to calculate any final **Monthly Benefit** due, the **Landlord** or **Agent** must disclose by way of proper receipted invoices the use of all or part of the **Deposit** that has been used specifically to repair damage caused by the **Tenant** beyond usual wear and tear. Any remaining balance must be applied first to unpaid **Rent**, then to costs incurred by the **Insurer**
- i **Agent** fees general cleaning or re-letting fees must not be deducted from the **Deposit** where **Rent** remains outstanding
- j In the event of a defence and/or counterclaim being raised during the course of the **Proceedings** by the **Tenant** seeking set-off against unpaid **Rent**:
 - i payment of **Monthly Benefit** under the **Policy** will be suspended until determination has been made by the court or by agreed settlement as to the **Rent** payable by the **Tenant** for any period during the **Period of Insurance**, and
 - ii the **Landlord** or **Agent** must privately instruct a **Professional Adviser** of their own choice, or if agreed in writing, privately instruct the **Professional Adviser** appointed by the **Administrator** at their own expense.
- k The **Excess** incurred under this **Policy** must not be deducted from the **Deposit**

8 Alteration in risk

The **Insured** shall notify the **Administrator** as soon as they become aware of any alteration in risk which may materially affect the **Policy**. The **Insured** may be required to pay an additional premium to the **Insurer**.

9 Contracts (Rights of Third Parties) Act

No person or company who is not party to this **Policy** shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this **Policy**. This shall not affect any right or remedy of a third party that exists or is available apart from this act.

10 Conditions Precedent to Liability

For the **Insured** to be eligible for cover:

- a the **Tenant** must be at least 18 years of age
- b the **Landlord**, or the **Agent** acting on his behalf, must ensure that the following procedures are adhered to:

The **Landlord** or **Agent** must:

- i not allow a **Tenant** into possession of the **Property** other than on the basis of an already completed written **Tenancy** agreement duly signed by all parties
- ii ensure that all necessary statutory pre-grant notices are served personally in the correct form on the **Tenant** prior to the granting of the **Tenancy**

- iii ensure that all **Tenants** (and Guarantors where applicable) have received **Satisfactory References** either:
 - by the **Administrator's** Referencing Service or
 - by another licensed referencing service that has been approved, in writing, by the **Administrator** or
 - the **Administrator** has received the **Tenant's** references and has confirmed in writing that they are acceptable
- iv ensure the total rental amount appearing on **Satisfactory Reference** documents is greater than or equal to the total monthly **Rent**
- v ensure that any conditions attached to any **Tenant** references have been met
- vi not enter into a **Tenancy** agreement where a person has been requested to act as Guarantor for the **Tenant** unless that person has been referenced in accordance with the criteria set out in paragraph iii above and that person has entered into a legally enforceable written guarantee in respect of the **Tenancy**, either in the form of a Guarantors Covenant included in the **Tenancy** or as a separate Deed of Guarantee, wherein the Guarantor will guarantee the performance of the **Tenant's** obligations within the **Tenancy**
- vii not allow any **Tenant** into occupation of the **Property** until the first month's **Rent** and **Deposit** payment has been paid in cash, payment has cleared in the **Landlord's** or **Agent's** bank account or otherwise secured
- viii prepare prior to the granting of the **Tenancy**, a detailed inventory of the contents and condition of the **Property**
- ix comply with the requirements of the Housing Act 2004 (as amended or superseded) in connection with any **Deposit** received in connection with the **Tenancy**
- x comply with any mortgage conditions on the **Property**
- xi comply with all conditions of the **Tenancy**

11 Terms of cover

For cover to continue under the **Policy**, the **Landlord** or the **Agent** acting on their behalf must:

- a keep a clear record of all **Rent** due and payments received including the date of any payment received.
- b upon vacant possession being obtained, prepare a detailed inventory of the contents and condition of the **Property** together with, if applicable, a schedule of dilapidations.

12 Recoveries

The **Insurer** shall have the right at any time to pursue the recovery of any **Monthly Benefit** or **Professional Costs** paid out, including taking **Proceedings** against the **Tenant** or former **Tenant**

If any recovery is made from the **Tenant** by the **Landlord** or **Agent**, or as a result of **Proceedings** against the **Tenant** the sum received will be applied in the following order:

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

General Exclusions

1 Radioactive contamination

In no case shall this insurance cover any **Event** directly or indirectly caused by or contributed to by or arising from

- i ionising radiation or contamination by radioactivity from any nuclear fuel or fuel from nuclear waste from the combustion of nuclear fuel
- ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

2 War and similar risks

Any **Event** occasioned by or happening through or in consequence of war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or martial law.

3 Nationalisation

Any **Event** occasioned by nationalisation confiscation requisition seizure or destruction of or damage to property by or under the order of any Government or public or local authority.

4 This Policy will not cover any claim:

- a where the **Event** had commenced or occurred before the **Period of Insurance**
- b where the **Event** had commenced or occurred before the **Satisfactory References** have been completed for the **Tenant**
- c where the **Tenancy** commenced before the first **Period of Insurance** began and the **Event** occurs within 90 days of the **Start Date**
- d where at or prior to the start of the first **Period of Insurance** the **Landlord** or **Agent** in the reasonable judgement of the **Insurer** should have realised that a claim might occur
- e for **Professional Costs** incurred by the **Insured** prior to the claim being accepted by the **Insurer**
- f until such time as the **Landlord** or **Agent** has provided evidence or information reasonably required by the **Insurer** or the **Administrator** to establish whether support can be provided for an **Insured** under the **Policy**
- g where the **Landlord** or anyone acting on behalf of the **Landlord** is responsible for anything which in the reasonable opinion of the **Insurer** prejudices either the **Landlord's** or the **Insurer's Reasonable Prospects of Success** in the prosecution or settlement of the **Proceedings**
- h where the **Insured** acts without the consent of the **Insurer** or contrary to or in a manner different from the advice of the **Insurer** or the **Professional Adviser**
- i where the **Insured** has failed to adhere to the eligibility criteria and terms of cover specified in the **Policy**
- j which is false, fraudulent or arises from any deliberate criminal act or omission of the **Insured**
- k unless the **Administrator** is promptly notified of the **Event** by receipt of a fully-completed Claim Form together with supporting documents, providing a full and truthful account of the facts of the claim, to be received by the **Administrator**:
 - i 60 days after the **Event** occurs, or
 - ii in the case of **Rent** arrears accruing where notification of the **Event** to the **Administrator** as described above must be no later than:
 - seven days after the balance of **Rent** unpaid exceeds a sum equivalent to one month's **Rent** or
 - no later than ninety days after the first arrears accrue whichever is the sooner.

- l relating to the damage or loss of the items not contained in an inventory prepared by the **Landlord** or the **Agent** and signed by the **Tenant** prior to or at the commencement of the **Tenancy**
- m in a dispute or conflict of interest between the **Landlord** or **Agent** and the **Insurer** or the **Administrator**, mortgage lender, property agent or **Professional Adviser**
- n arising from:
 - i the compulsory purchase, placing of restrictions or any other action by any government, public or local authority
 - ii subsidence or mining or quarrying activities
 - iii planning law including the Town and Country Planning Legislation
 - iv the construction of or structural alteration to buildings or parts of buildings
 - v libel or slander or malicious falsehood
- o falling within the jurisdiction of a Rent Assessment Committee, the lands tribunal or the leasehold valuation tribunal
- p relating to the payment or non payment of service charges as defined in the Landlord and Tenant Act 1985 (as amended)
- q for damages, interest, fines or other penalties
- r for any enforcement method where two previous enforcement methods have been attempted by the **Professional Adviser**.

5 Sanctions

We will not provide any cover or be liable to provide any indemnity or payment or other benefit under this **Policy** to the extent that providing such cover, indemnity, payment or benefit would expose **Us** or any of the Ageas group of companies to the violation of any:

- a sanction, prohibition or restriction imposed under United Nations resolutions, or
- b trade or economic sanctions of the United Kingdom, European Union, the United States of America or any other territory, or
- c laws or regulations of the United Kingdom, European Union, the United States of America or any other territory.

Rent Guarantee Cover

Conditions

- 1 **Monthly Benefit** will be paid by the **Insurer** in respect of arrears of **Rent** owed on a **Property** by the **Tenant** to the **Landlord**, for up to 6 months or until vacant possession has been gained, whichever happens soonest, subject to the following:
 - a such arrears commenced during the **Period of Insurance**
 - b the **Administrator** is promptly notified of the **Event** by receipt of a fully-completed Claim Form together with supporting documents, providing a full and truthful account of the facts of the claim, to be received by the **Administrator** no later than:
 - i seven days after the balance of **Rent** unpaid exceeds a sum equivalent to one month's **Rent** or
 - ii no later than ninety days after the first arrears accruewhichever is the sooner
 - c action is taken promptly to gain vacant possession of the **Property** or recover unpaid **Rent**, unless the only reason for not taking action is that the **Professional Adviser** advises that the expected costs incurred will be more than any money recovered
 - d the **Insurer** has the right at any time under subrogation to pursue **Proceedings** against the **Tenant** in the **Landlord's** name where the **Landlord** is the **Insured**. Where the **Agent** is the **Insured** the **Insurer** has the right at any time under subrogation to pursue **Proceedings** against the **Tenant** in the **Landlord's** name where provision is made in the terms and conditions between the **Agent** and the **Landlord**
 - e The arrears relate to an **Event** which has been accepted and agreed under the terms laid out in the Legal Expenses section.
- 2 The following provisions take effect once vacant possession has been obtained in accordance with paragraphs 1 a-e above
 - a after the **Landlord** has recovered vacant possession the **Monthly Benefit** will cease to be payable until such time that the **Property** is in a suitable condition to be let upon a further **Tenancy**. When the **Property** is in a suitable condition to be let, and provided that the **Property** is made available for letting, then **Monthly Benefit** will be paid at 50% of the **Rent**, however all benefit will cease upon:
 - i the **Property** being let on a new **Tenancy**; or
 - ii three months from the date of vacant possession whichever shall be the sooner; or
 - iii the total payments made by the **Insurer** under the section Rent Guarantee Cover reaching the limits outlined in Limit of Cover in this section.
 - b once vacant possession is obtained if the **Property** is to be re-let, the **Rent** must be set in accordance with the current market Rental Value appropriate for the **Property**
 - c the **Landlord** must accept any reasonable offer of **Tenancy** which is in excess of 85% of the preceding **Rent**.
- 3 Benefit will be paid:
 - a as stipulated in 1 and 2 above at a rate of 1/30th of the monthly **Rent** for each continuous day that **Rent** is in arrears or that vacant possession benefit is payable
 - b monthly in arrears and will only be paid if the terms and conditions of the **Policy** are met.
 - c to the **Landlord** or his **Agent** unless otherwise agreed in writing by the **Insurer**.

Exclusions

The **Policy** will not provide **Monthly Benefit** for:

- i the first month's **Rent** arrears or a sum equivalent to the monthly **Rent** under the **Tenancy** whichever is the greater
- ii **Rent** once the **Property** is re-let

- iii periods for which the **Property** is not available for re-letting once vacant possession is obtained
- iv periods for which the **Property** is advertised for sale or is the subject of a contract for sale
- v any interest on **Rent** arrears
- vi **Rent** which the court orders is not payable to the **Landlord** by the **Tenant**
- vii claims first notified after vacant possession has been gained
- viii any **Event** which is excluded under the terms and conditions outlined in the Legal Expenses section of this **Policy**

Limit of cover

The **Insurer** shall not be liable for more than:

- i The **Limit of Indemnity** for Rent Guarantee Cover in aggregate with Legal Expenses; or
- ii A sum equivalent to 6 x the monthly **Rent**;
whichever is the lesser.
- iii The **Insurer** will not be liable for any **Excess** specified in the **Schedule**.

Legal Expenses cover

If during a **Period of Insurance** an **Event** occurs, the **Insurer** will provide to the **Insured** indemnity for fees not otherwise recoverable for **Professional Costs** incurred in the pursuit or defence of a civil claim relating to that **Event**

Prospects of success

If at any time during the claims procedure the **Professional Adviser** considers in his professional capacity that the **Landlord's Reasonable Prospects of Success** in the **Proceedings** do not warrant continuing with the **Proceedings**, or that the interests of the **Insured** can be better achieved by other means, the **Insurer** shall then be under no further liability to indemnify the **Insured** in respect of the case. The **Insurer** shall provide the **Insured** with a written explanation of their decision. If the **Insured** disagrees with this decision, the dispute must be resolved in accordance with the **Insurer's** internal appeals procedure.

Conduct of the proceedings

The **Insurer** may make its own investigations into the claim and may subject to the approval of the **Insured** (which shall not be unreasonably withheld), attempt to reach a settlement of the **Proceedings**.

In any claim where the appointment of a **Professional Adviser** is appropriate, a **Professional Adviser** will be nominated to act for the **Insured** by the **Insurer**.

The **Professional Adviser** must promptly inform the **Insurer** of:

- a their professional opinion as to the **Reasonable Prospects of Success** of the **Landlord's Proceedings**; and
- b an estimate of the total costs likely to be incurred in the **Proceedings** with details of their charging rates.

The **Professional Adviser** must keep the **Insurer** fully and promptly informed on the progress of the case, of any change in their opinion of the **Reasonable Prospects of Success** and their estimate of costs during the **Proceedings**.

The **Insurer** will only meet the **Professional Costs**:

- a which have been agreed in advance by the **Insurer** as to both amount and purpose; and
- b while **Reasonable Prospects of Success** in the **Proceedings** remain.

The **Insurer** reserves the right, and the **Insured** agrees that the **Insurer** may take over conduct of any **Proceedings** in the name of the **Landlord**, where the **Landlord** is the **Insured**. Where the **Agent** is the **Insured** the **Insurer** reserves the right to take over conduct of any **Proceedings** in the name of the **Landlord** where provision is made in the terms and conditions between the **Agent** and the **Landlord**. The **Landlord** will cooperate and assist the **Insurer** in connection with the said conduct of the **Proceedings**.

The **Professional Adviser** will attempt two enforcement steps where a judgement exists in respect of **Event iv**.

Withdrawal and discontinuance

If the **Insured** withdraws from or discontinues the **Proceedings** without the prior agreement of the **Professional Adviser** then any **Professional Costs** incurred and third party costs will become the responsibility of and payable by the **Insured**.

Co-operation

The **Insured** will co-operate with the **Insurer/Administrator** at all times and reply promptly to any correspondence connected with the claim.

The **Insured** shall give promptly to the **Professional Adviser** all information requested and will meet with them whenever requested.

The **Insured** or the **Professional Adviser** must promptly notify the **Insurer** should a conflict of interest arise between the **Landlord** or **Agent** and the **Insurer**.

The **Insured** shall provide all evidence or information required by the **Insurer** and the **Professional Adviser** and shall keep them fully and continually informed of all developments relating to the **Proceedings**.

The **Insured** shall, if so requested by the **Insurer**, instruct the **Professional Adviser** to submit his bill of costs for taxation by the court or certification by the appropriate professional body. The **Insured** shall whenever reasonably possible attempt to recover costs from a third party and shall instruct the **Professional Adviser** accordingly.

The **Landlord** or **Agent** will attend any court hearing if required to do so by the appointed **Professional Adviser**. If the **Landlord** or **Agent** is unavailable or fails to attend a court hearing when required the **Administrator** reserves the right to recover all legal costs incurred and may, under certain circumstances, also seek repayment of **Monthly Benefit** paid.

Rights to information

The **Insurer** shall have direct access to the **Professional Adviser** at all times. The **Insurer** shall be entitled to obtain from the **Professional Adviser** any information, relating to the **Proceedings**, whether or not privileged, and the **Insured** shall, if so requested, immediately give any instructions to the **Professional Adviser** which may be required for this purpose.

The **Insurer** shall be notified immediately in writing by the **Insured** or the **Professional Adviser** of any **Offer** made. If the **Insurer** considers the outcome of the **Proceedings** to be equally or less favourable to the **Insured** than the **Offer**, the **Insurer** shall have no liability in respect of any further **Professional Costs**.

Exclusions

The **Policy** will not cover any claim:

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

Limit of cover

There is no cover for **Professional Costs** that are:

- a incurred in pursuance of any legal action not related to an **Event**
- b incurred in avoidable correspondence
- c incurred prior to written confirmation from the **Insurer** that the claim has been accepted
- d in excess of the **Limit of Indemnity** in aggregate with Rent Guarantee Cover
- e in excess of those for which the **Insurer** has given its prior approval in accordance with the terms and conditions of the **Policy**
- f recoverable from a court, tribunal or elsewhere; or
- g incurred in respect of any claim where the **Insured** is, or but for the existence of this **Policy** would be, entitled to indemnity under any other **Policy** or **Guarantee**. The **Insurer** will not be liable for any **Excess** specified in the **Schedule**
- h incurred in relation to the **Landlord** defending a claim by the **Tenant** or other third party by way of a counterclaim or separate action or any subsequent costs due or awarded to the **Tenant** or other third party
- i incurred as result of any enforcement step where two previous enforcement steps have been attempted by the **Professional Advisor**

The **Insurer** will not be liable for any **Excess** specified in the **Schedule**.



EMERGENCY ASSISTANCE INSURANCE

Definition of words

Assistance

The reasonable efforts made by the **Contractor** during a **SINGLE** visit to the **Residence** to limit or prevent damage or discomfort or if at similar expense the cost of completing a permanent repair in respect of the events covered by this insurance.

Commencement Date

The date that **Your** insurance cover starts.

Company/We/Us/Our

Ageas Insurance Limited.

Contractor

A qualified person approved and instructed by the **Helpline** to undertake Emergency Assistance.

Emergency

A situation which if not dealt with quickly would, in **Our** reasonable opinion:

- 1 render the **Residence** unsafe or insecure; or
- 2 damage or cause further damage to the **Residence** or
- 3 cause unreasonable discomfort, risk or difficulties for or to the **Insured**

Helpline

The Domestic Helpline operated by Sedgwick.

Insured/You/Your

The person or company named in the Schedule, and/or any **Tenant** living in the **Residence**.

Period of cover

A period of 12 months from the **Commencement Date**.

Residence

That part of the property whether in whole or in part, occupied as an individual private dwelling or flat;

Tenant

An occupier(s) of a **Residence** by virtue of a written tenancy agreement;

Unoccupied

The **Residence** not being lived in by a **Tenant** or by **You** as **Your** main **Residence**;

Consequential loss

Consequential or indirect loss (this is any damage or additional expense, which happens as a result of, or is a side effect of, the event for which **You** are insured). This includes but is not limited to the following;

- 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.

Limits of indemnity

The amount the **Company** will pay in respect of:

- 1 any one claim shall not exceed:
 - i for **Assistance**, the cost of call out charges three hours labour, parts and materials including VAT, up to a maximum of £500
 - ii for overnight accommodation including VAT, up to £250
- 2 any one **Period of Cover**, shall not exceed £1,500

Exclusions

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

- 1 circumstances known to the **Insured** prior to the **Commencement Date**
- 2 any **Residence**, system, equipment or facility which has not been properly installed, maintained or repaired in accordance with the manufacturer's instructions or has been incorrectly used or modified, or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect
- 3 replacement of or adjustment to any decorative or cosmetic part of any equipment
- 4 garages, outbuildings, cesspits, septic tanks or fuel tanks
- 5 repairs to, replacement of or financial contribution to the replacement of, in whole or in part, a system that is, in **Our** reasonable opinion, uneconomic to repair or beyond repair
- 6 wilful act of omission or neglect by the **Insured** which could reasonably have been expected by the **Insured** having regard to the nature and circumstances of such act of omission
- 7 claims arising after the **Residence** has been left **Unoccupied** for 30 consecutive days or more
- 8 the interruption or disconnection of utility services to the **Residence** however caused, or the failure or breakdown of the main electricity or water or gas supply or gas leaks
- 9 materials or labour charges covered by manufacturer's, supplier's or installer's guarantee or warranty
- 10 any **Consequential Loss** or damage
- 11 any consequences of riot, strike, lockout, civil commotion, labour disturbances, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- 12 loss or damage to any **Residence**, or any resulting loss or expense or any **Consequential Loss** or any legal liability directly or indirectly caused by, contributed to, by, or arising from
 - i ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly

- 13 claims directly or indirectly occasioned by, happening through or in consequence of pollution contamination of any kind whatsoever
- 14 any requests for **Assistance** not made to the **Helpline**

Conditions

- 1 The **Insured** must take reasonable care and maintain the **Residence** and its equipment in good order and take all reasonable precautions to prevent loss or damage.
- 2 If any fraudulent claim is made or if any fraudulent means or devices are used to obtain benefit under this insurance all benefit hereunder shall be forfeited.
- 3 The **Company** may take proceedings at its own expense in the name of the **Insured** to recover any sums paid under this insurance.

The cover

We will indemnify the **Insured** up to the Limits of Indemnity of this policy in respect of the provision of Emergency Assistance where one or more of the following events have occurred during the **Period of Cover**.

We will cover:

- 1 Plumbing and drainage
An **Emergency** arising from the sudden and unexpected failure of or damage to the plumbing or drainage system in the **Residence**;

- 2 Electricity supply
An **Emergency** arising from the sudden, unexpected and complete failure or breakdown of the electricity supply system in the **Residence**;

We will not cover:

- 1 Plumbing and drainage
 - anything mentioned in the Exclusions relating to this Policy;
 - central heating systems and boilers;
 - replacement of water tanks or hot water cylinders;
 - leaks from any household appliances, sinks, showers or baths where leakage only occurs when the appliances, sinks, showers or baths are in use;
 - events where on attendance it becomes clear that the call out is not an **Emergency**;
 - events where there is an inherent defect in the plumbing or drainage causing the incident;
 - more than one claim arising from the same cause;
- 2 Electricity supply
 - anything mentioned in the Exclusions relating to this Policy;
 - events where only part of the **Residence** or part of the system has been affected by the failure of the electricity supply and the failure is not an **Emergency**;
 - events where on attendance it becomes clear that the call out is not an **Emergency**;
 - claims involving the restoration of electricity where the fault occurs outside the boundary of the **Residence**;
 - events where there is an inherent defect in the electric supply system;

We will pay:

3 Cooking system

An **Emergency** arising from the sudden, unexpected and complete failure or breakdown of the permanently installed cooking system in the **Residence**;

4 Security

An **Emergency** arising from the sudden and unexpected failure of or damage to external locks, doors, or windows and the failure or damage is such so as to render the **Residence** insecure;

5 Lost key

An **Emergency** arising from the loss of the only available key to the **Residence** where the **Insured** is unable to replace it or gain access

We will not pay for:

- more than one claim arising from the same cause;

3 Cooking system

- anything mentioned in the Exclusions relating to this Policy;
- repairs to microwave ovens and other non-fixed cooking facilities;
- repairs where the parts can no longer be obtained;
- cookers beyond economic repair;
- events where on attendance it becomes clear that the call out is not an **Emergency**;
- more than one claim arising from the same cause;

4 Security

- anything mentioned in the Exclusions relating to this Policy;
- replacement glazing unless the **Contractor** has the appropriate glazing available at the time of the visit
- any matters relating to security alarms;
- events where on attendance it becomes clear that the call out is not an **Emergency**;
- more than one claim arising from the same cause;

5 Lost key

- anything mentioned in the Exclusions relating to this Policy;
- call outs during normal office hours where spare keys can reasonably be obtained by the **Insured**;
- replacement of defective locks unless there is no other way of making the **Property** secure overnight;
- events where on attendance it becomes clear that the call out is not an **Emergency**;
- more than one claim arising from the same cause;

We will pay:

6 Roofing, downpiping and guttering

An **Emergency** arising from the sudden failure of or damage to the roofing, down piping or guttering system of the **Residence** and internal water damage to the **Residence** is a likely consequence of that failure or damage

7 Boilers and Central Heating Systems

(This cover only applies when Boilers and Central Heating Systems appears on **Your** Policy Schedule)

- An **Emergency** arising from the sudden and unexpected breakdown, failure of or damage to the Boiler and Central Heating System in the **Residence**

Additional benefit

In the event of the **Residence** being rendered uninhabitable as a result of an **Emergency** the **Company** will, with its prior consent, pay reasonable costs incurred by the **Insured** in obtaining accommodation for one night.

We will not pay for:

6 Roofing, downpiping and guttering

- anything mentioned in the Exclusions relating to this Policy;
- circumstances where there has not been internal water damage to the **Residence**;
- events where on attendance it becomes clear that the call out is not an **Emergency**;
- more than one claim arising from the same cause;

7 Boilers and Central Heating Systems

- anything mentioned in the exclusions relating to this Policy
- boilers and central heating systems not maintained in accordance with the manufactures instructions
- boilers and central heating systems that are not subject to an annual service or maintenance contract
- boilers and central heating systems over 10 years old
- boilers and central heating systems that are Oil Fired, Solar or LPG
- events occurring within 7 days of the Policy start date
- events where on attendance it becomes clear that the call out is not an **Emergency**
- events where there is an inherent defect in the boilers and central heating system causing the incident
- more than one claim arising from the same cause

How to arrange Assistance

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.

Before requesting **Assistance** check that the circumstances are covered by this insurance.

Telephone the **Helpline** quoting the name of **Your** managing agent and provide details of the problem. To ensure an accurate record **Your** telephone conversation will be recorded.

All requests for **Assistance** must be made to the **Helpline** and not to the **Contractors** direct otherwise costs will not be covered.

The **Helpline** will appoint a suitable **Contractor** to attend, provided that this is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway networks and repairs thereto, and any other circumstances preventing access to the **Residence** or otherwise making the provision of **Assistance** impossible. The **Helpline** and the **Contractor** will have reasonable discretion as to when and how work is undertaken.

The **Contractor** will charge all costs covered by the insurance directly to the **Company**, however, the **Insured** will be asked to pay the cost of:

- a call-out charges if there is no-one at the home when the **Contractor** arrives;
- b work in excess of the **Limits of Indemnity**;
- c fitting replacement parts or components of a superior specification to the original at the request of the **Insured** or managing agent

Overnight accommodation must first be approved and agreed by the **Helpline** and a receipted invoice forwarded by the **Insured** to HomeLet Emergency Assistance for reimbursement.

Contact Us

Insurance, quote and renewals enquires:



0800 035 8258

Rent Guarantee claim line:



0330 333 7067

Emergency Assistance claim line:



0330 333 7231

Buildings and Contents claim line:



0330 333 7230

Or visit us online:



homelet.co.uk



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