

# Landlord's Insurance+

## Policy Wording



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# Landlord's Insurance+ Policy

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## 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 Insurers 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  
Unit 2 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](mailto:enquiries@homelet.co.uk)

Or visit HomeLet's website at [www.homelet.co.uk](http://www.homelet.co.uk)

When contacting HomeLet please quote your policy number.

## Data Protection Notice

Please read this notice carefully as it contains important information about our use of **personal information**. In this notice, **we** and **us** and **our** mean Ageas Insurance Limited. **Your personal information** means any information **we** hold about **you**, and any information **you** give **us** about anyone else. **You** should show this notice to anyone else insured, or proposed to be insured, under **your** policy - as it will also apply to them. It explains how **we** use all the information **we** have about **you** and the other people insured under **your** policy.

### Sensitive Information

Some of the **personal information** that **we** ask **you** to provide is known as 'sensitive personal data'. This will include information relating to health issues, race, religion and any criminal convictions. **We** need to use sensitive personal data to provide **you** with quotes, arrange and manage **your** policy, and to provide the services described in **your** policy documents (such as dealing with claims).

### How We Use Your Information

**We** are part of the Ageas group of companies. **We** may share **personal information** with other companies in the group for any of the purposes set out in this notice. If **you** want to know more about the Ageas group please go to [www.ageas.co.uk](http://www.ageas.co.uk).

**We** will use **personal information** to arrange and manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and information to **you** or **your** insurance adviser. **We** will also use **personal information** to assess **your** insurance application and provide information to credit reference agencies.

**We** may research, collect and use data about **you** from publically available sources including social media and networking sites. **We** may use this data for the purposes set out in this notice, including fraud detection and prevention.

**We** may have to share **personal information** with other insurers, statutory bodies, regulatory authorities, **our** business partners or agents providing services on **our** behalf and other authorised bodies.

**We** will share **personal information** with others:

- if **we** need to do this to manage **your** policy with **us**, including settling claims
- for underwriting purposes, such as assessing **your** application and arranging **your** policy
- for management information purposes
- to prevent or detect crime, including fraud (see below)
- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); and/or
- if **you** have given **us** permission

**You** can ask for further information about our use of **personal information**. If **you** require such information, please write to the Data Protection Officer at the address set out below.

## Preventing and detecting crime

**We** may use **personal information** to prevent crime. In order to prevent and detect crime **we** may:

- check **personal information** against **our** own databases
- share it with fraud prevention agencies. **Your personal information** will be checked with, and recorded by, a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **you** make an application to them for financial products (including credit, savings, insurance, stock broking, or money transmission services). If such companies suspect fraud, **we** will share **your** relevant **personal information** with them. The information **we** share may be used by those companies when making decisions about **you**. **You** can find out which fraud prevention agencies are used by **us** by writing to **our** Data Protection Officer at the address set out below; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. **We** may pass information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers

## Dealing with others on your behalf

To help **you** manage **your** insurance policy, subject to answering security questions, **we** will deal with **you** or any director, officer, partner or employee of **your** business - or any other person, whom **we** reasonably believe to be acting for **you**, if they call **us** on **your** behalf in connection with **your** policy, or a claim relating to **your** policy.

## Marketing

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

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

## Monitoring and recording

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

## Further Information

**You** are entitled to receive a copy of any **personal information** **we** hold about **you**. If **you** would like to receive a copy, or if **you** would like further information on, or wish to complain about, the way that **we** use **personal information**, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA - giving **your** name, address and insurance policy number. **We** may charge **you** a small fee for this.

If **we** change the way that **we** use **personal information**, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible by writing to **us** at the address above.

**You** have the right to complain to the Information Commissioner's Office at any time if **you** object to the way **we** use **your personal information**. For more information please go to [www.ico.org.uk](http://www.ico.org.uk)

## If things go wrong

HomeLet will make every effort to maintain the highest standards but recognise that there may be some occasions when we fail to satisfy the particular requirements of our customers. HomeLet has procedures in place to investigate and remedy any area of concern. In such circumstances HomeLet promises:

- to acknowledge any formal complaint in 5 days or less.
- to have the issues reviewed by a person of appropriate seniority and authority.
- to identify the person managing your complaint in their original letter of response.
- to respond fully to your concern or complaint within a maximum of 28 days. If for any reason this is not possible, they will write to you promptly to explain why they have been unable to finalise the matter quickly. They will also let you know when they will contact you again.

If you still feel they have been unable to resolve the matter to your satisfaction, please write to the Insurer direct, full details of which are provided opposite.

Ageas Insurance Limited will respond to any complaint on behalf of both Insurers under the Buildings and Contents insurances. Progen Insurance Limited will respond to any complaint under the Rent Guarantee, Legal Expenses and Emergency Assistance insurances.

If you are still unhappy following receipt of the Insurers final response, you may be eligible to refer the dispute to either:

The Financial Ombudsman Service, for all Buildings and Contents insurance matters and for Rent Guarantee, Legal Expenses and Emergency Assistance matters related to the sale of the Policy, who will review your case on an independent basis. The address is:

### **The Financial Ombudsman Service**

Exchange Tower  
London E14 9SR  
Tel: 0800 023 4567

(Please note that the Financial Ombudsman is only able to intervene in respect of personal policyholders or small businesses with a turnover less than £1,000,000).

**OR**

The Malta Financial Services Authority, for Rent Guarantee, Legal Expenses & Emergency Assistance insurance matters that are related to the Policy itself (not the selling aspect), who will review your case on an independent basis. The address is:

### **The Consumer Complaints Manager**

Malta Financial Services Authority  
Attard  
BKR 14  
Malta

### **14 Day Money Back Guarantee – Applicable to retail customers only**

Should the cover provided by this Policy not meet with your requirements we agree to refund any premium paid, in full, subject to your written notification to us within 14 days of receipt of the Policy documentation provided that:

- a claim has not been made and
- b no incidents have arisen that could result in a claim under the Policy.

A Retail Customer is a Policyholder or a potential Policyholder acting outside their trade or business or profession.

## 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](http://www.fscs.org.uk)). Progen Insurance Limited is not covered by the FSCS.

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(s)

- Your policy is underwritten by the following insurers:

The Insurers	Proportion
<p><b>Ageas Insurance Limited</b>  Registered Number 354568  Registered in England and Wales  Registered Office address:  Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA  <a href="http://www.ageas.co.uk">www.ageas.co.uk</a>  Member of the Association of British Insurers  Ageas Insurance Limited is Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority</p>	50%
<p><b>Progen Insurance Limited</b>  Registered Number C37777  Registered in Malta  Registered Office:  Strand Towers, Floor 1, 36 The Strand  Sliema, SLM 1022  Malta  Authorised and regulated by the Malta Financial Services Authority</p>	50%
<p><b>Policies incepted or renewed on or after 1st January 2011 have the following amendment:</b>  With the exception of the Legal Liability as owner, and Legal Liability as Employer, sections of cover which are underwritten as follows:</p>	
<p><b>Ageas Insurance Limited</b></p>	100%

## 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.

#### Insurers/Our/Us/We

The Insurers described in the paragraph headed 'The Insurers' 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

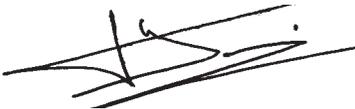
Any person, persons, company, firm or organisation which is or are at the **Residence** specified in the Policy Schedule for the purpose of carrying out construction alteration, extension, or repairs to **Your Insured Property**.

## HomeLet insurance policy

In consideration of the person or persons named as the Insured in the Policy Schedule (**You**) paying to the **Insurers** the first premium mentioned in the Policy Schedule the **Insurers** severally agree each for the proportion set against its name 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.

The liability of each of the **Insurers** individually shall be limited to the proportion set against its name.

Signed by the Leading Office for and on behalf of the **Insurers**



François-Xavier Boisseau – CEO, Insurance  
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 the Policy at any time by letter. **We** may cancel **Your** Policy or any section by sending seven days notice by recorded delivery letter or registered letter to **Your** last known address.

If the premium is payable by instalments and a payment is not made, **Your** Policy will be automatically cancelled. **We** are not obliged to give **You** notice of this cancellation. Any return of premium due will depend on how long the Policy has been in force and whether any claims have been made. In the event that **You** are paying for **Your** Policy monthly and **You** make a claim, the annual premium, less any payments made by **You** will be deducted from **Your** claim settlement.

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 Non-invalidation – 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 Voidance

This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure in any material fact.

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 landslide 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

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 landslide

We will not pay for:

- operating cause
- 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

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:

construction of foundations

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

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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

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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.

#### Insurers/Our/Us/We

The Insurers described in the paragraph headed 'The Insurers' 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

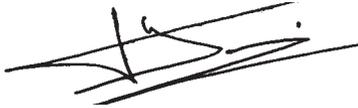
Owning the **Contents** in the **Insured Property** as described in the Policy Schedule.

## HomeLet insurance policy

In consideration of the person or persons named as the Insured in the Policy Schedule (**You**) paying to the **Insurers** the First Premium mentioned in the Policy Schedule the **Insurers** severally agree each for the proportion set against its name 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.

The liability of each of the **Insurers** individually shall be limited to the proportion set against its name

Signed by the Leading Office for and on behalf of the **Insurers**

A handwritten signature in black ink, appearing to read 'François-Xavier Boisseau', written over a set of horizontal lines.

François-Xavier Boisseau – CEO, Insurance  
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 liabilityAny 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 the Policy at any time by letter. **We** may cancel **Your** Policy or any section by sending seven days notice by recorded delivery letter or registered letter to **Your** last known address.

If the premium is payable by instalments and a payment is not made, **Your** Policy will be automatically cancelled. **We** are not obliged to give **You** notice of this cancellation. Any return of premium due will depend on how long the Policy has been in force and whether any claims have been made. In the event that **You** are paying for **Your** Policy monthly and **You** make a claim, the annual premium, less any payments made by **You** will be deducted from **Your** claim settlement.

Any return of premium due will depend on how long the Policy has been in force and whether any claims have been made.

### 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 **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

This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure in any material fact.

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 landslide
- 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

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## 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
  - vi any fines or penalties

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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

Unit 2 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 held as security for the performance of the **Tenant's** obligations by the **Landlord** or the **Agent** or a third party administrator for the Tenant Deposit Scheme.

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

Propgen Insurance Limited.

Limit of indemnity

The amount payable by the **Insurer** in respect of all **Events** occurring during any **Period of Guarantee** as specified in the **Schedule**. The maximum amount payable by the **Insurer** in respect of all **Events** occurring during any **Period of Guarantee** 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 and as defined in the **Schedule**.

Offer

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

Period of guarantee

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 Guarantee.

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**.

Prospect of success

The **Landlord's** likely success in the **Proceedings** decided according to the terms of the **Policy**.

Relevant payment

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

Rent

The amount payable under the **Tenancy**.

Satisfactory reference

An acceptable reference in accordance with the **Administrator's** referencing criteria.

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 date specified as the **Start Date** in the **Schedule**.

Tenancy

An Assured Shorthold Tenancy as defined in the Housing Act 1988 and corresponding legislation in Scotland or Northern Ireland and any amending legislation.

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

This **Policy** will be voidable in the event of misrepresentation, misdescription or non-disclosure in any material fact.

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.

If the **Administrator** or the **Insurer** becomes aware that the **Insured** gave false or misleading information when they applied for **Policy** cover, and this information would have affected the **Insurer's** decision to indemnify the **Insured**, then the **Insurer** may void the **Policy**. No benefit under the **Policy** will be payable to the **Insured** should the **Policy** be voided under the terms of this paragraph. The **Insurer** may, at its discretion return to the **Insured** the **Relevant Payment** proportionate to the unexpired period of the **Policy**.

## 6 Termination

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

- a the end of the **Term**;
- 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 to unpaid **Rent**

- 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 Guarantee**, 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.

#### 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's** or
  - the **Administrator's** 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 or payment has cleared in the **Landlord's** or **Agent's** bank account

- 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 first **Period of Guarantee**
- 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 Guarantee** 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 Guarantee** 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 Prospect 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 Advisor**.

# 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 12 months or until vacant possession has been gained, whichever happens soonest, subject to the following:
  - a such arrears commenced during the **Period of Guarantee**
  - 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**.
- 2 The following provisions take effect once vacant possession has been obtained in accordance with paragraphs 1 a-d 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 benefit will be paid at 50% of the **Monthly Benefit**, 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.
  - 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 Benefit** 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**

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 12 x the **Monthly Benefit**;
- whichever is the lesser.

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

## Legal Expenses cover

If during a **Period of Guarantee** 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 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 **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 **Insured** must immediately on the appointment of the **Professional Adviser** pay any **Excess** shown in the **Schedule** to the **Professional Adviser**.

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 **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 **Prospects of Success** in the **Proceedings** remain reasonable.

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 is an insufficient **Prospect 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

Progen 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 Cunningham Lindsey UK Limited.

#### 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**;

## 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;
- more than one claim arising from the same cause;

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

### 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 **Property** and internal water damage to the **Residence** is a likely consequence of that failure or damage

We will not pay for:

### 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;

### 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;

We will pay:

- 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**

We will not pay for:

- 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

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.

## 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](http://homelet.co.uk)



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