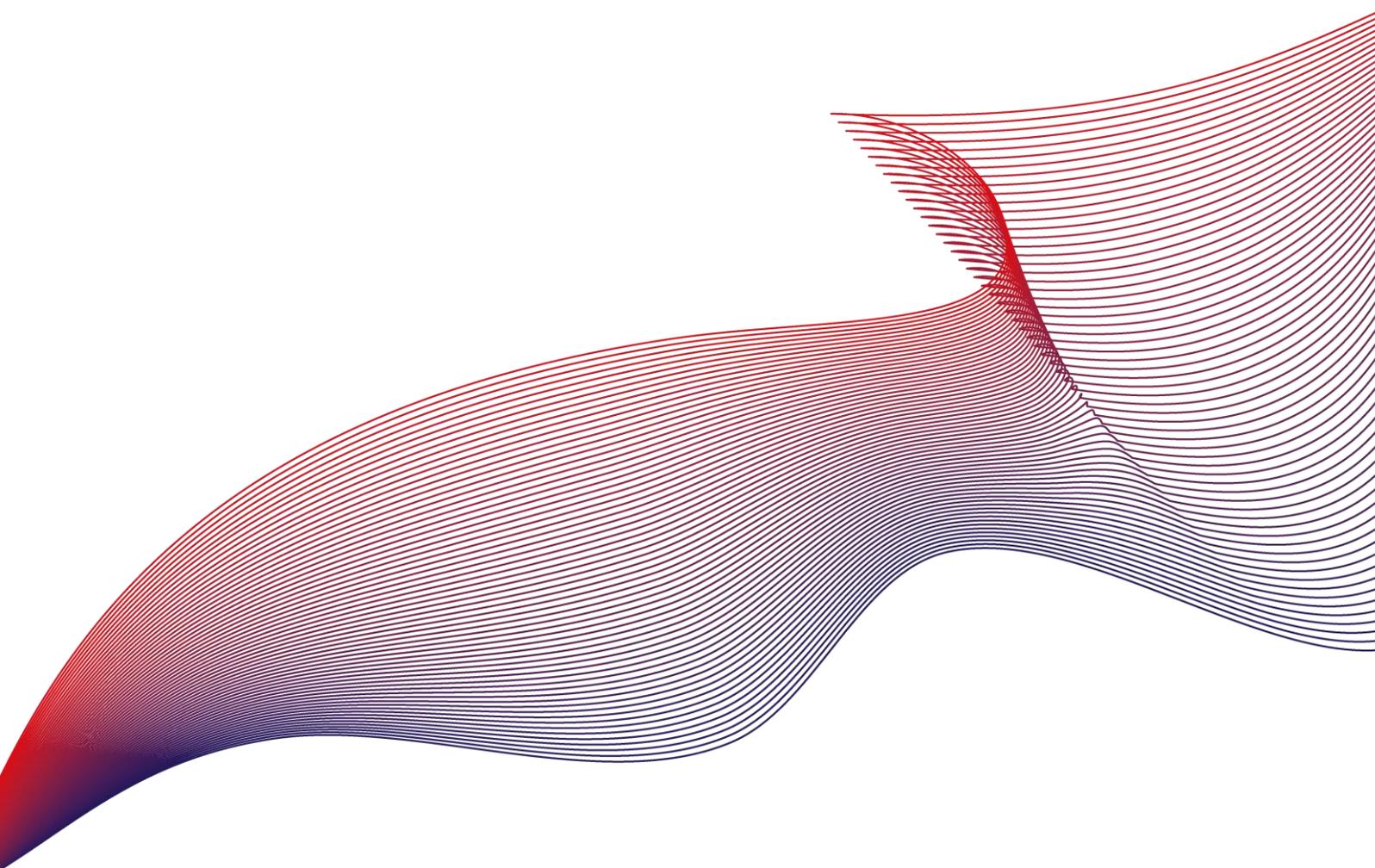


Landlord's Buildings and Contents

SME E-trade Insurance Policy



Welcome to your Landlord's buildings and contents insurance policy

If you need to make a claim

If **you** need to make a claim under sections 1 or 2 of this policy, please telephone **us** on **0800 085 7944** or e-mail MSAmlin.property@davies-group.com or MSAmlin.liability@davies-group.com for Sections 3 and 4. It will assist if **you** have details of **your** policy and cover available when telephoning. In all communications with **us** please quote **your** policy number.

To make a Legal expenses claim under Section 5 please telephone ARAG on **0117 917 1698** or download a claim form at www.arag.co.uk/newclaims.

We would refer **you** also to the claims conditions of this policy set out on page 14.

In some cases all or part of **your** claim may be handled on **our** behalf by one of **our** trusted partners. **You** can rest assured that **we** will strive to ensure **you** are provided with exceptional service from MS Amlin and our trusted partners.

Important Telephone Number and Voucher Code applicable to Section 5 – Legal expenses

Legal and tax advice

0344 571 7978

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

Redundancy approval

0117 917 1698

We can arrange for specialist advice if **you** are planning redundancies. This will assist **you** to implement a fair selection process and ensure that the redundancy notices are correctly served. This service is available 9am and 5pm on weekdays (except bank holidays), subject to a charge.

Crisis communication

0344 571 7964

Where **you** need help to respond to negative publicity or media attention **you** can access professional public relations support and crisis communication services. **You** are insured against the cost of crisis communication services under the Crisis communication cover when **you** use this helpline.

Counselling assistance

0333 000 2082

For an **employee** (including family members permanently living with them) needing confidential help and advice, **our** qualified counsellors are available to provide telephone support on any matter that is causing **your employee** upset or anxiety, from personal problems to bereavement.

Business legal services

Register today at www.araglegal.co.uk and enter the voucher code **X1232KC79BB5** to access the law guide and download legal documents to help with commercial legal matters.

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Important information

The duty of fair presentation

By entering into this insurance contract **we** accept that **you** have made a reasonably clear and accessible presentation of the risk, in accordance with Section 3(3)(b) of the Insurance Act 2015.

The Contract of Insurance

This is **your** Landlord's buildings and contents insurance policy. It sets out the details of **your** insurance contract with **us**.

This document, any endorsements, certificates and the schedule must be read together as one contract as they form **your** policy.

In return for payment of the premium shown in the schedule, **we** agree to insure **you** against:

- loss or **damage you** sustain; and
- loss resulting from interruption or interference with the **business** following **damage**,
- legal liability **you** incur for accidents

during the **period of insurance** and in accordance with the terms and conditions contained in or endorsed on this policy.

Please read the whole document carefully and keep it in a safe place. **You** should take the time to read all its terms, especially the conditions which **you** have to fulfil to ensure **your** insurance remains valid and what **you** have to do when making a claim.

It is important that **you**:

- check that the sections **you** have requested are included in the schedule;
- check that the information **you** have given **us** is accurate; and
- comply with **your** duties under each section and under the insurance as a whole.

If this policy does not meet **your** requirements, or if **your** requirements change, **you** should contact **your** insurance agent at **your** earliest opportunity.

Changes to your circumstances

Please tell **your** insurance agent as soon as reasonably practicable if there are any changes to **your** circumstances which could affect **your** insurance.

Please refer to General Conditions 2 of this policy.

If **your** circumstances change and **you** do not tell **your** insurance agent, **you** may find that **you** are not covered if **you** need to claim.

How to cancel your policy

You have a statutory right to cancel **your** policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive **your** policy or the renewal documentation, whichever is the later.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid. Alternatively, if **you** wish to cancel and the insurance cover has already commenced, provided **you** have not made a claim, **you** will be entitled to a refund of the premium paid, less a proportional deduction for the time **we** have provided cover.

If **you** do not exercise **your** right to cancel **your** policy, it will continue in force and **you** will be required to pay the premium.

For cancellation outside of this statutory cooling off period **you** can cancel this insurance at any time by telephoning us (by e-mail, fax or letter) or your insurance agent.

If this insurance is cancelled outside the statutory cooling off period, provided **you** have not made a claim and there hasn't been an incident that could give rise to a claim, **you** will be entitled to a refund of any premium paid, less a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for 6 months, the deduction for the time **you** have been covered will be half the annual premium.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

Important information

Cancellation – instalment payments

Time is of the essence in relation to **your** payment of the premium. If **you** pay **your** premium by direct debit and there is any default in payment, **we** will contact **you** to request payment by a given date, which will be 14 days from the date **we** contact **you**. If payment is still not received by this date, **we** may then cancel this policy. No refund or credit of premium will be due when cancellation takes place in these circumstances.

For **our** rights to cancel **your** policy please refer to General condition 1.

Registration and regulatory information

Amlin UK is a trading name of Amlin UK Limited. Amlin UK Limited is wholly owned by and an appointed representative of MS Amlin Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918. Amlin UK Limited is registered in England No. 02739220. Registered office: Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AG.

Financial Services Compensation Scheme (FSCS)

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **you** under this policy. If **you** were entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website www.fscs.org.uk

Tax

You will pay any tax due on the premium in accordance with current legislation.

Sanction limitation

This policy will not provide any insurance cover or benefit and **we** will not pay any sum if doing so would mean that **we** are in breach of any sanction, prohibition or restriction imposed by any laws or regulations.

How to make a complaint

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **your** insurance agent.

If **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time. Making a complaint does not affect any of **your** legal rights.

For all sections except 5:

Our contact details are:

Post: Complaints, MS Amlin Underwriting Limited, The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG.
Telephone: +44 (0) 20 7746 1300
Fax: +44 (0) 20 7746 1001
Email: complaints@msamlin.com
Website: www.msamlin.com

For section 5 please contact ARAG plc (the administrator):

Post: ARAG plc, Customer Relations Department, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN
Telephone: +44 (0) 117 917 1561
Email: customerrelations@arag.co.uk
Website: www.arag.co.uk

If **your** complaint cannot be resolved within two weeks, or if **you** have not received a response within two weeks **you** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **your** complaint and provide **you** with a written final response. Lloyd's contact details are:

Post: Complaints, Lloyd's Fidentia House, Walter Burke Way, Chatham Maritime, Chatham Kent ME4 4RN
Telephone: +44 (0) 20 7327 5693
Fax: +44 (0) 20 7327 5225
Email: complaints@lloyds.com

Important information

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or if **you** have not received a written final response within eight weeks from the date **your** complaint was received, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service,
Exchange Tower, London E14 9SR
Telephone: (Fixed): 0800 02345671
(Mobile): 0300 1239123
(Outside UK): +44 (0) 20 7964 0500
Fax: +44 (0)20 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Alternatively, if **you** have bought a product or service online **you** may have the right to register **your** complaint with the European Commission's on-line dispute resolution (ODR) platform. The ODR platform will redirect **your** complaint to the appropriate alternative dispute resolution body.

For further details visit <http://ec.europa.eu/odr>

Please note:

- **You** must refer **your** complaint to the Financial Ombudsman Service within six months of the date of Lloyd's final response.

The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees.

Renewal of this insurance

When **your** policy is due for renewal, **we** will write to **your** insurance agent at least 21 days before the **period of insurance** ends with full details of **your** next year's premium and policy terms and conditions. If **you** do not want to renew the policy, please contact **your** insurance agent. Occasionally, **we** may not be able to offer to renew **your** policy. If this happens, **we** will write to **your** insurance agent at least 21 days before the expiry of **your** policy to allow enough time for **you** to make alternative insurance arrangements.

Privacy Notice

Your information has been, or will be, collected or received by MS Amlin plc. **We** will manage personal data in accordance with data protection law and data protection principles. **We** require personal data in order to provide good-quality insurance and ancillary services and will collect the personal data required to do this. This may be personal information such as name, address, contact details, identification details, financial information and risk details. The full Data Privacy Notice can be found on www.msamlin.com/en/site-services/data-privacy-notice.html. A paper copy of the Data Privacy Notice can be obtained by contacting the Data Protection Officer by email (dataprotectionofficer@msamlin.com) or at the below address:

Data Protection Officer
MS Amlin plc
The Leadenhall Building
122 Leadenhall Street
London
EC3V 4AG

Important information

Employers' Liability Tracing Office

By entering into this insurance policy **you** will be deemed to specifically consent to the use of **your** insurance policy data in the following way and for the following purposes.

1. Certain information relating to **your** insurance policy including, without limitation:
 - a) the policy number(s);
 - b) employers' names and addresses (including subsidiaries and any relevant changes of name);
 - c) dates of cover;
 - d) employer's reference numbers provided by Her Majesty's Revenue and Customs; and
 - e) Companies House reference numbers (if relevant),

will be provided to the Employers' Liability Tracing Office (ELTO) and added to an electronic database.

2. This information will be made available by **us** to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will have regular periodic updating and certification and will be audited on an annual basis.
3. The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (claimants):
 - a) to identify which insurer (or insurers) provided employers' liability cover during the relevant periods of employment; and
 - b) to identify the relevant employers' liability insurance policies.
4. The database will be managed by ELTO.
5. The database and the data stored on it may be accessed and used by claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

Contracts (Rights of Third Parties) Act 1999

A person or company who was not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act and any further amendment to it.

Choice of law and jurisdiction

In the absence of any agreement to the contrary, the laws of England and Wales will apply and this policy will be subject to the exclusive jurisdiction of the courts of England unless, at the start of the **period of insurance**, **you** are either:

- a) a resident of; or
- b) a business with its registered office or principal place of business is situated in;

Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country, crown protectorate or dependency will apply and this policy will be subject to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency.

General definitions

*The following definitions apply in all sections of this policy unless otherwise stated. Each time one of the words below is used it will have the same meaning wherever it appears in the policy or schedule. To help identify these words they will appear in **bold** in the policy wording.*

Bodily injury

Death, injury, illness, disease or nervous shock.

Buildings

The buildings at the **premises** shown in **your** schedule including:

- a) **landlord's fixtures and fittings;**
- b) outbuildings, annexes, private garages, gangways, foundations or footings, swimming pools, tennis courts, squash courts, gymnasias used by residents for domestic and leisure purposes;
- c) walls, gates, fences and hedges;
- d) **roadways, paths, yards and car parks;**
- e) underground pipes and cables belonging to **you** or which **you** are responsible for;
- f) **tenants** improvements which **you** are responsible for;
- g) street furniture, lampposts, fanlights, skylights and partitions;
- h) telecommunications aerials, aerial fittings, masts and closed circuit television (CCTV);
- i) solar panels and wind turbines attached to the building;
- j) cess pits, septic tanks, pavements, paved terraces, patios, drives; and
- k) **contents of communal areas,**
- l) domestic fixed fuel-oil tanks

situated in the **territorial limits**.

Business

The business stated in the schedule.

Computer system(s)

A computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Contents of communal areas

- a) Carpets, furniture and furnishings and gardening equipment other than **valuables** belonging to **you** or for which **you** are responsible whilst contained within the **building** or within any office but not within any **premises**.
- b) Garden furniture in the open or within the **building**.

Costs and expenses (Applicable to sections 3 and 4)

- a) claimants costs and expenses arising for any claim against **you** which may be the subject of cover under this policy; and
- b) all cost and expenses incurred by **you** with **our** written consent for any claim against **you** which may be the subject of cover under this policy.

Damage

Loss or destruction of or damage to property insured by this policy.

Data

Data of any sort, including but not limited to, tangible or intangible data and any programs of software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, website or any information.

Denial of service attack

Any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer** systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of those actions or instructions by other **computer systems**.

Deposit

The sum paid by the **tenant** to **you** or the managing agent under the terms of the **tenancy agreement** for the purpose of providing **you** with an reimbursement or partial reimbursement against losses arising from the **tenant's** breach of any of the terms of the **tenancy agreement**.

General definitions

Employee

Any person who is:

- a) under a contract of service with **you**; or
- b) self-employed and working for **you** and under **your** control.

Excess

This is the first part of any claim that **you** will have to pay after the application of all other terms and conditions of the policy.

Hacking

Unauthorised access to any **computer system** whether **your** property or not.

Land

Land belonging to the **premises**.

Landlord's contents'

- a) Computer equipment;
- b) Contents – Landlord's: being household goods and furnishings, appliances and satellite dishes and receiving aerials for which **you** are responsible and contained within the **buildings**.

Examples include demountable partition systems, telephone systems, CCTV systems, edge-fitted and loose-laid carpets, blinds, curtains and curtain rails, paintings or mirrors that are not bolted but hung or screwed to a wall, notice boards, beds/sofas and other free standing items of furniture or equipment, lamps and lampshades, potted plants and shrubs (in containers);

- c) Contents – Other: being contents at the **premises** which do not belong to **you** as landlord of the **premises**;
- d) White Goods: being washing machines, tumble dryers, washer dryers; built-in washing machines and tumble dryers, dishwashers and built-in dish washers, fridge freezers, freezers, fridges, chest freezers, American style fridge freezers, wine coolers, under counter fridges and built-in fridge freezers, fridges, freezers and larders. Under counter freezers, under counter wine coolers and under counter larders. Ovens, hobs, range cookers, microwaves, cookers, cooker hoods and extractor fans, built-in microwaves, oven hobs, cookers and cooker hoods. Compact ovens, microwaves and slow cookers.

Valuables, clothings and pedal cycles are not included.

Landlord's fixtures and fittings

Include items which are owned by **you** and are reasonably permanent and affixed to the property through the application of plaster, cement, bolts, screws, nuts, or nails. Examples include fixed partitions and doors, electrical installations, electric sockets, light fittings, security alarm systems, television aerials and satellite dishes, fires and fire surrounds, central-heating boilers and radiators, plumbing installations, bathroom suites and other sanitaryware installations, vanity furniture, cubicles/ shower screens, kitchen units, sinks, adhered floor finishes, door furniture, built-in furniture, worktops, built in wardrobes/ cupboards/ shelf units, wall paintings and plants and shrubs [rooted] in land belonging to the property.

Legal charge

A legal document held by the Land Registry showing who has a claim on a property.

Limit of liability

The maximum amount **we** will pay in respect of any one loss or series of losses arising from the same original incident.

Offshore

From the time of embarkation by an **employee** onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation by that **employee** from a conveyance on to land upon return from an offshore rig or offshore platform.

Period of insurance

The period from the effective date shown in the schedule until midnight on the expiry date shown in the schedule.

Phishing

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

General definitions

Pollution

Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory and all loss, **damage** or injury, caused by pollution or contamination.

Premises

The private residence owned by **you** and let to **tenants** as detailed in **your** schedule.

Principal

The other party to a contract or agreement for whom **you** are undertaking work or services where that party is responsible for setting out the terms of the contract or agreement.

Reinstatement

1. the rebuilding or replacement of property lost or destroyed which, provided **our** liability is not increased, may be carried out in any manner suitable to **you or** on another site; or
2. the repair or restoration of property damaged

in either case to a condition equal to but not better or more extensive than its condition when new.

Remediation

Remedying the effects of **pollution**.

Rent arrears

Money owed to **you** by an accepted **tenant** under a **tenancy agreement** (less the **deposit** or the balance of the **deposit** following sight of accounted receipts relating to dilapidations caused to the **premises** by the **tenant/s**).

Roadways, paths, yards and car parks

Roads, paths, yards and car parks which are on **your** land which form part of the property insured.

Sum insured

the amount of money that **we** are obligated to cover in the event of a covered loss.

Tenancy agreement

- a) A tenancy agreement in writing made between **you** and the **tenant** which is an Assured Shorthold Tenancy Agreement within the meaning of the Housing Acts 1988 and 1996 or a Short Assured tenancy or an Assured Tenancy as defined in the Housing (Scotland) Act 1988. In Northern Ireland the Agreement between **you** and the **tenant** to let

the **premises** must not be a Protected Tenancy or a Statutory Tenancy within the meaning of the Rent (NI) Order 1978 nor a Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983. Tenancy Agreements in which the **tenant** is a limited company or a tenancy agreement or lease of commercial premises are not included in this definition.

- b) Any other residential tenancy as agreed and accepted by **us** in writing (excluding agricultural holdings or tied accommodation).

Tenant

A person occupying **your premises** by virtue of a **tenancy agreement**.

Territorial limits

England, Scotland, Wales, Northern Ireland, the Channel Islands and Isle of Man.

Terrorism

- a) acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing, by force or violence, of Her Majesty's government in the United Kingdom or any other legitimate government or accepted (illegitimate) government;
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation for action or threat of action described in a) above.

Uninhabitable

Not in a sufficient condition to be lived in.

Unoccupied

Any **building** or part of any **building** that is furnished but temporarily not lived in by **you**, **your** family, a **tenant** or any other person with **your** permission for 90 days.

Valuables

Articles of precious metals, jewellery, watches, stamps, medals, money, photographic equipment, furs, unusual objects, works of art and home computer equipment.

Vermin

Various small animals or insects, (for example brown or black rats, cockroaches, house or field mice, wasps or hornets), that are destructive, annoying or present a health hazard.

General definitions

Virus or similar mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the purpose and ability, or purposely used, to **damage**, interfere with, adversely affect, infiltrate or monitor **computer systems**, computer programs, **data** or operations, whether involving self-replication or not. The definition of virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

We/us/our

Lloyd's Syndicate 2001 managed by MS Amlin Underwriting Limited through its appointed representative Amlin UK Limited.

You/your

- a) The policyholder named in the schedule;
- b) Under Section 1 – Buildings – any individual who is the owner or lessee of any flat where the **building** is occupied as flats which are individually owned or leased but insured in one amount on behalf of the individual owners or lessees by **you**.

The following definitions only apply to Section 5 – Legal Expenses

Appointed adviser

The solicitor, accountant, mediator or other suitably qualified person, who has been appointed by **us** to act for **you** in accordance with the terms of this policy.

Collective conditional fee agreement

A legally enforceable agreement entered into on a common basis between the **appointed adviser** and **us** to pay their professional fees on the basis of “no-win no-fee”

Conditional fee agreement

A legally enforceable agreement between **you** and the **appointed adviser** for paying their professional fees on the basis of “no-win no-fee”.

Costs and expenses

- a) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **appointed adviser** on the **standard basis** and agreed in advance by **us**;
- b) In civil claims, the other side's costs, fees and disbursements where the **insured person** has been ordered to pay them or pays them with **our** written consent;
- c) The professional fees and expenses of an **appointed adviser** selected by **us** to reduce the actual or anticipated adverse or negative publicity or media attention directed towards **you** arising from an event insured under Part B - Cover 3. Crisis communication.
- d) **Your employee's** basic wages or salary under Part B - Cover 9. Loss of earnings in the course of their employment with **you** while attending court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the **appointed adviser** or whilst on jury service where **you** do not pay for time lost and lost wages or salary cannot be claimed back from the court, tribunal or other relevant body; and
- e) Reasonable accountancy fees reasonably incurred under Part B - Cover 11. Tax protection by the **appointed adviser** and agreed by **us** in advance;

Employee (this definition replaces the General definition of employee for this section only).

A worker who has or alleges they have entered into a contract of service with **you**.

Full enquiry

An extensive examination by the HM Revenue & Customs which considers all aspects of **your** tax affairs, or where applicable the personal tax affairs of **your** directors or partners excluding those enquiries which are limited to one or more specific aspects of the self-assessment and/or corporate tax return.

Insured person

- a) **You** and **your** directors, partners, managers, officers and **employees** of **your business**;

General definitions

- b) The estate, heirs, legal representatives or assigns of any persons mentioned in a) in the event of that person dying; and
- c) any other person who is contracted to perform work for **you**, who in all other respects **you** have arranged to insure on the same basis as **your** other **employees** and who performs work under **your** supervision.

Insured property

- a) **Your business** premises; and/or
- b) buildings owned by **you** which are let or which **you** intend to **tenants** for business or residential purposes and/or
- c) accommodation which is owned by **you** and which **you** let or intend to let to guests as holiday accommodation for leisure purposes

under the terms of a written agreement, located within England, Scotland Wales or Northern Ireland.

Reasonable prospects of success

- a) **You** must have a greater than fifty percent chance of successfully pursuing or defending **your** claim and if **you** are seeking damages, a greater than fifty percent chance of enforcing any judgement that might be obtained.
- b) In all claims involving an appeal there must be a greater than fifty percent chance that **you** will be successful.

Small claims court

A court in:

- a) England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999;
- b) Scotland that uses the simple claims procedure as set out by the Court Reform Act (Scotland) 2014;
- c) Northern Ireland where the sum in dispute is less than £3,000.

Standard basis

The basis of assessment of costs where the court only allows recovery of costs which are proportionate to the claim and which have been reasonably incurred.

Territorial limit

- a) For Part B - Covers 1.Compliance and regulation, 2.Contract and debt recovery, 8.Legal defence, 9.Loss of earnings and: the European Union, the Isle of Man, the Channel Islands, Norway and Switzerland.
- b) For Part B - Covers 3. Crisis communication, 4.Employment, 5.Employment compensation awards, 6.Employees extra protection, 7.Employment restrictive covenants, 10.Statutory licence appeals and 11.Tax protection: the United Kingdom, Channel Islands and the Isle of Man.
- c) For Covers not listed in a) and b) above the United Kingdom.

You/your

Is extended for this section only to include any person or business appointed as an agent of the **business** to manage the letting of **insured property** to the extent that any agent has acted on **your** behalf.

Claims conditions

1. Arbitration

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid it may be referred to an arbitrator who is jointly appointed. Whether **we** or **you** bear the costs of the arbitration, or these are shared by **us** and **you**, will be determined at the discretion of the arbitrator. Alternatively, depending on the size of **your business**, **you** may be able to refer **your** case to the Financial Ombudsman Service (FOS). In either case, this will not affect **your** right to take action against **us** over the disagreement.

2. Claims co-operation

You must provide all help, assistance and co-operation reasonably required by **us** in connection with any claim.

3. Claims procedures

If **you** need to make a claim **you** must comply with the following conditions. If **you** fail to do so, **we** may not pay **your** claim, or any payment could be reduced.

- a) **You** must notify **your** insurance agent as soon as reasonably practicable giving full details of what has happened.
- b) **You** must provide **your** insurance agent with any other information **we** may reasonably require.
- c) **You** must forward to **your** insurance agent as soon as reasonably practicable, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
- d) **You** must inform the police as soon as reasonably practicable following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
- e) **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
- f) **You** must take practical steps to prevent further **damage** or **bodily injury**, recover property lost and otherwise minimise the claim.

4. Discharge of liability

Where in **our** opinion, the amount of any claim may exceed the available **limit of liability** or **sum insured we** will be entitled at **our** discretion, to discharge **our** liability by paying the available **limit of liability** or **sum insured** to **you** or on **your** behalf and pay defence costs up to the date of that payment. In this situation, if at the time of payment **we** are conducting the defence of the claim, **we** will also relinquish that conduct.

5. Fraudulent claims

If **you** or anyone acting on **your** behalf makes a fraudulent claim under **your** policy, including providing fraudulent information or documentation, **we** may:

- a) refuse to pay the claim;
- b) seek to recover any of costs already incurred by **us** relating to the fraudulent claim;
- c) also have the option to cancel the policy from the date of the discovery of the fraud; and
- d) keep any premium paid to **us**.

This will not affect claims already made unless they too were fraudulent.

If **your** policy covers more than one insured and a fraudulent claim is made by one of those insureds, **we** will treat that claim in accordance with the above, but the rights of the other insured(s) under the policy will not be affected.

6. Other insurance

If **you** have any other insurance which covers the same loss, **damage** or liability, **we** will only pay **our** pro rata share of any claim.

7. Salvage

We may enter the **premises** where **damage** has occurred and take possession of or require to be delivered to **us** any property insured and deal with it in a reasonable manner but property may not be abandoned to **us**.

Claims conditions

8. Subrogation

We are entitled to:

- a) take over and conduct the defence or settlement of any claim in **your** name or on **your** behalf at **our** discretion; and
- b) take steps to enforce rights against any other party before or after payment is made by **us**.

appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

Claims conditions which only apply to Section 5 – Legal expenses

We have appointed ARAG Plc to act on **our** behalf for all claims arising under Section 5 - Legal expenses.

- a) Under no circumstances should an **insured person** instruct their own lawyer or accountant as **we** will not pay any costs incurred without **our** written consent;
- b) An **insured person** can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning **0117 917 1698** or anytime by downloading one at www.arag.co.uk/newclaims;
- c) Where an **insured person** is making a claim to repossess an **insured property**, they must have issued the necessary notices informing their **tenant** of their intention to repossess the **insured property**;
- d) ARAG plc will issue an **insured person** with a written acknowledgement within one working day of receiving their claim form.
- e) Within five working days of receiving all the information needed to assess the availability of cover under this section of the policy, ARAG plc will write to an **insured person** either:
 - i) confirming the appointment of a qualified representative who will promptly progress the claim for them; or
 - ii) if the claim is not covered, explaining in full why and whether ARAG plc can assist in another way.

When a lawyer is appointed they will try to resolve the **insured person's** dispute without delay, arranging mediation whenever

Section 1 – Buildings cover

(This section only applicable if shown as being included or insured/covered on the schedule).

Important Note: Any successful claim for **buildings** will be liable to the **excess** as stated on the schedule.



What is covered

We will cover your buildings against **damage** caused by the following events:

1. Fire, explosion, lightning, or earthquake.
2. Smoke.
3. Storm or flood.
4. Escape of water or oil from any fixed water or heating installation, apparatus and pipes.
5. Freezing or forcible or violent bursting of any fixed water or heating installation, apparatus or pipes.
6. Theft or attempted theft.
7. Riot, strike, civil commotion, labour and political disturbances.



What is not covered

- a) **Damage** caused by smog, industrial or agricultural output;
- b) **damage** caused by riot, civil commotion or subterranean fire.
- a) **Damage** caused by smog, industrial or agricultural output;
- b) **damage** caused by riot, civil commotion or subterranean fire.
- a) **Damage** caused by frost, subsidence, ground leave or slip or lightning;
- b) **damage** to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts;
- c) **damage** caused by rising water table levels.
- a) **Damage** whilst the **buildings** are **unoccupied**;
- b) **damage** to the apparatus and/or pipes from which water or oil has escaped;
- c) **damage** caused by gradual emission;
- d) The first £350 of every claim unless otherwise specified in **your** schedule.
- a) **Damage** whilst the **buildings** are **unoccupied**.
- a) **Damage** whilst the **buildings** are **unoccupied**;
- b) theft or attempted theft which did not result from forcible or violent entry or exit to the **building**. This exclusion does not apply to theft or attempted theft by **tenants**.

Section 1 – Buildings cover



What is covered

8. Malicious damage or vandalism.
9. Subsidence, landslip or heave of the site upon which the **buildings** stand.

10. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.
11. Falling trees and branches, telegraph poles, lamp-posts.
12. Falling satellite dishes, receiving aerials and their fittings and masts.
13. **Damage** to fixed glass, solar panels, sanitary fixtures and ceramic hobs forming part of the **property**.
14. **Damage** to underground pipes, cables and services for which **you** are responsible.



What is not covered

- a) **Damage** whilst the **buildings** are **unoccupied**.
- a) **Damage** caused by erosion of the coast or riverbank;
- b) **damage** to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the main **building** is damaged at the same time;
- c) **damage** caused by structural repairs, alterations, demolitions or extensions;
- d) **damage** arising from faulty or defective workmanship, designs or materials;
- e) normal settlement, shrinkage or expansion;
- f) the first £1,000 of every claim unless otherwise specified in **your** schedule;
- g) **damage** that originated before the start of this insurance;
- h) **damage** caused by the movement of solid floors unless the foundations beneath the floor are damaged at the same time and by the same cause;
- i) **damage to buildings** caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the **buildings**.

- a) **Damage** caused by maintenance to trees.

- a) **Damage** caused to them.

- a) **Damage** whilst the **buildings** are **unoccupied**.

- a) **Damage** due to wear and tear or gradual deterioration;
- b) **damage** caused by faulty materials, design, workmanship or as a consequence of any alterations, renovations or repairs.

Section 1 – Buildings cover



What is covered

15. Accidental damage to the **buildings** which is not covered under Insured Events listed in paragraphs 1 to 12 of this section.
16. Clearing of drains, gutters and sewers.
17. Loss of rent including ground rent and/or cost of alternative accommodation incurred by **you** as a result of the **buildings** becoming **uninhabitable** following loss or damage caused by any of the Insured Events listed in Section 1.
18. Increased metered water charges incurred by **you** resulting from escape of water and/or a further claim under Insured Event 3.
19. Expenses incurred by **you** as a result of removal of debris; compliance with Government or Local Authority requirements; architects' and surveyors' fees incurred in the **reinstatement** of the **building** following loss or **damage** caused by any of the Insured Events listed in Section 1.
20. Trace and Access - **We** will pay up to £25,000 for the costs with **our** written consent in locating the source of any **damage** resulting from the escape of water from fixed domestic water services or heating installations including the cost of repairs to walls, floors ceilings.
21. Emergency Access - **We** will provide cover for **damage** to the **buildings** caused by forced access by the fire, police or ambulance services as a result of an emergency, at the **premises**.



What is not covered

Damage:

- a) domestic pets;
 - b) whilst the **buildings** are **unoccupied**;
 - c) cost of normal maintenance;
 - d) caused by wet or dry rot; faulty workmanship or design;
 - e) as a result of any **building** alterations, renovations or repairs;
 - f) if previously specifically excluded from cover.
-
- a) Any amount in excess of £2,500 any one loss.
 - a) Any amount exceeding 25% of the **sum insured** on the **buildings** damaged and for losses incurred in a period exceeding 12 months from the date the **buildings** became **uninhabitable**, unless stated otherwise in the schedule;
 - b) any claim where **damage** under Section 1 has not been accepted by **us**.
-
- a) Any amount exceeding £1,000 in any **period of insurance**.
-
- a) Any fees charged in the preparation of a claim.
-
- a) Any **damage** to the heating or water system from which water or oil has escaped;
 - b) any amount exceed £25,000 for any one loss.
-
- a) Any amount in excess of £1,000 for any one loss.

Section 1 – Buildings cover



What is covered

22. Unauthorised Use of Electricity Gas or Water - **We** will provide cover for the cost of metered electricity, gas or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession or occupying **your premises** without **your** consent provided **you** will take all practical steps to terminate the unauthorised use as soon as reasonably practicable after **you** become aware of it. (Average will not apply to this Event)
23. Workmen may be employed to make repairs, decorate and carry out general maintenance and minor alterations.

24. If **you** are selling the **building we** will insure the buyer between the date of exchange of contracts, or conclusion of missives, and the completion date unless the buyer has arranged his own insurance.

In order for this cover to apply, formal completion must have taken place. **You** and the buyer must keep to the terms and conditions of this policy.

25. Accidental damage including malicious damage and theft by **tenant** to the **buildings** in addition to the Insured Events listed in paragraphs 1 to 12 of this section.

26. Fire extinguishing expenses – **we** will pay for the necessary and reasonable costs **you** incur for refilling fire extinguishers, replacing sprinkler heads and refilling sprinkler tanks following **damage** at the **premises** caused by an insured event.



What is not covered

- a) Any amount in excess of £25,000 for any one loss.
- a) **Damage** caused by contractors at **your premises** for the purpose of carrying out contract works, structural or other substantial alterations or extensions (including any contract under JCT conditions) unless agreed by **us** in advance.
- a) Any amount recoverable by **you** from the
- b) tenancy deposit paid by the **tenant** as detailed on the **tenancy agreement** (proof of deposit payment must be submitted following a claim).
- a) Any amount in excess of £1,000 in total in any one **period of insurance**.

Section 1 – Buildings cover

Conditions applicable to this Section 1 – Buildings cover

Average

Wherever a **sum insured** is stated to be in accordance with average, if at the time of any **damage** the **sum insured** on any item of the **buildings** is less than the total value of the property, **you** will be considered as being **your** own insurer for the difference and will bear a rateable share of the loss accordingly.

Basis of claims settlement

Following **damage** to the **buildings**, **we** will pay the full cost of **reinstatement** as long as the **buildings** are maintained in a good state of repair and they are insured for the full cost of **reinstatement**.

If the **buildings** have not been maintained in a good state of repair, **we** will make a deduction for wear and tear or gradual deterioration.

For any claim made under this policy, **our** liability will:

1. not exceed the proportion that the **sum insured** bears to the full cost of reconstruction of **your buildings** as stated in the schedule;
2. not exceed the **sum insured** for the **buildings** as stated in the schedule.

It is **your** responsibility to ensure at all times the **buildings sum insured** reflects the total cost of **reinstatement** and associated fees including the proportionate share of communal parts and the structure of the **building** for which **you** are legally responsible. **We** will not be liable for any additional costs incurred for delays resulting from the co-ordination of repairs with other property owners (and/or their Insurers) within the block.

Following an insured incident to any part of the premises not occupied by **you** but for which **you** are legally responsible **we** will only pay the proportion of that loss as the **sum insured** bears to the **reinstatement** value of the **building**.

We will not pay for the cost of replacing or repairing any undamaged part(s) of the **building** which forms part of a pair, set, suite or part of a common design.

We will not reduce the **sum insured** under this section following a claim provided that **you** agree to carry out **our** recommendations to prevent further **damage**.

Index-linking clause

The sums insured under this section may be adjusted each month in accordance with the following indices:

- The House Rebuilding Costs Index, issued by the Royal Institute of Chartered Surveyors;

No additional premium will be charged for each monthly increase but at each renewal the premium will be calculated on the revised sums insured and will be shown on **your** renewal schedule.

Section 2 – Contents cover

This section is provided as a core cover

Important Note: Any successful claim for **landlord's contents'** will be liable to the **excess** as stated on the schedule.



What is covered

We will cover **your landlord's contents'** up to £25,000 any one loss against **damage** caused by the following events:

1. Fire, explosion, lightning, or earthquake.
2. Smoke.
3. Storm or flood.
4. Escape of water or oil from any fixed water or heating installation, apparatus and pipes.
5. Theft or attempted theft.
6. Riot, strike, civil commotion, labour and political disturbances.
7. Malicious damage or vandalism.



What is not covered

- a) **Damage** caused by smog, industrial or agricultural output;
- b) **damage** caused by riot, civil commotion or subterranean fire.
- a) **Damage** caused by smog, industrial or agricultural output;
- b) **damage** caused by riot, civil commotion or subterranean fire.
- a) **Damage** caused by frost, subsidence, ground leave or slip or lightning;
- b) **damage** to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts;
- c) **damage** caused by rising water table levels;
- d) **landlord's contents'** in the open.
- a) **Damage** whilst the **buildings** are **unoccupied**;
- b) **damage** to the apparatus and/or pipes from which water or oil has escaped;
- c) **damage** caused by gradual emission;
- d) the first £350 of every claim unless otherwise specified in **your** schedule.
- a) **Damage** whilst the **buildings** are **unoccupied**;
- b) theft or attempted theft which did not resulted from forcible or violent entry or exit to the **building**. This exclusion does not apply to theft or attempted theft by **tenants**.
- a) **Damage** whilst the **buildings** are **unoccupied**.

Section 2 – Contents cover



What is covered

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

9. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.
10. Falling trees and branches, telegraph poles, lamp-posts.
11. Falling satellite dishes, receiving aerials and their fittings and masts.
12. Accidental damage to the **landlord's contents** in addition to the Insured Events listed in paragraphs 1 to 11 of this section.

13. Clearing of drains, gutters and sewers up to £2,500 any one loss.



What is not covered

Damage:

- a) caused by erosion of the coast or riverbank;
- b) to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the main **building** is damaged at the same time;
- c) caused by structural repairs, alterations, demolitions or extensions;
- d) arising from faulty or defective workmanship, designs or materials;
- e) that originated before the start of this insurance;
- f) caused by the movement of solid floors unless the foundations beneath the floor are damaged at the same time and by the same cause;
- g) to **landlord's contents** caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the **buildings**;
- h) Normal settlement, shrinkage or expansion;
- i) The first £1,000 of every claim unless otherwise specified in **your** schedule;

- a) **Damage** caused to them.

Damage:

- a) whilst the **buildings** are **unoccupied**;
- b) cost of normal maintenance;
- d) caused by faulty workmanship or design;
- e) as a result of any **building** alterations, renovations or repairs;
- f) **damage** if specifically excluded from cover.

Section 2 – Contents cover



What is covered

14. Loss of rent and/or cost of alternative accommodation incurred by **you** as a result of the **buildings** becoming **uninhabitable** following loss or damage caused by any of the Insured Events listed in Section 1.

15. Loss of keys – for replacing necessary locks and keys of:

- a) alarms and safes installed in the **premises**; and
- b) external doors and windows of the **premises** following loss or theft of the keys.

16. Legal Liability to the public – **limit of liability** £2,000,000 any one loss.

All sums for which **you** are legally liable as the owner of the **landlord's contents** to pay as compensation for **bodily injury** to any person, or loss or **damage** to third party property including resulting defence **costs and expenses** incurred with **our** consent in respect of any claim against **you** which is the subject of cover under this Insured Event.

17. Accidental damage including malicious damage and theft by a **tenant** to the **landlord's contents** in addition to the Insured Events listed in paragraphs 1 to 11 of this section.

18. Emergency access – **we** will pay up to £1,000 any one loss to repair **damage** caused by forced access by the emergency services to deal with a medical emergency or to prevent **damage** at the **premises**.



What is not covered

- a) Any amount exceeding 25% of the **sum insured** applicable to **landlord's contents** on the **buildings** damaged and for losses which have occurred in a period exceeding 12 months from the date the **property** became **uninhabitable**, unless stated otherwise in the schedule;
- b) any claim where **damage** under Section 1 has not been accepted by **us**.

- a) Any amount exceeding £500 for any one loss.

- a) **Bodily injury** or death to any **employee** or a member of **your** family or household;
- b) liability arising out of the transmission of any communicable disease;
- c) **damage** to property under **your** custody or control;
- d) liability arising out of any profession, occupation or **business** other than through private letting of the **buildings**;
- e) liability arising out of the ownership, possession or operation of:
 - i) any mechanically propelled vehicle other than a private garden vehicle operated within **your premises**;
 - ii) any power-operated lift;
 - iii) any aircraft or watercraft;
 - iv) a caravan whilst being towed;
 - v) any breed of dog prohibited under the Dangerous Dogs Act 1991;
- f) liability arising out of **pollution**;
- g) if **you** are entitled to cover under any other insurance;
- h) any cost or expense not agreed by **us** in writing.
- a) Any amount recoverable by **you** from the tenancy **deposit** paid by the **tenant** as detailed on the **tenancy agreement** (proof of **deposit** payment must be submitted following a claim);
- b) **damage** which is insured by a policy issued to the **tenant**.

Section 2 – Contents cover



What is covered

19. Contents in the open – **we** will pay up to £250 for any one loss of **contents** in the open on the land belonging to the **premises** for **damage** caused by covered events under this section at the time of **damage**.
20. Metered water and heating oil – **we** will pay up to £1,000 for any one accidental loss of metered water or domestic heating oil for which **you** are responsible following accidental **damage** to interior fixed domestic water or heating installations in or on the **premises**.



What is not covered

- a) **Damage** caused while the **premises** is **unoccupied**;
 - b) damage to pedal cycles.
-
- a) **Damage** caused while the **premises** is **unoccupied**.

Conditions applicable to this Section 2 – Contents cover

Average

Wherever a **sum insured** is stated to be in accordance with average, if at the time of any **damage** the **sum insured** on any item of the **landlord's contents'** is less than the total value of the property, **you** will be considered as being **your** own insurer for the difference and will bear a rateable share of the loss accordingly.

Basis of claims settlement

Following **damage** to the **landlord's contents'** **we** will replace the damaged **landlord's contents'** as new provided that the **sum insured** is at least equal to the cost of replacing all the **landlord's contents'**.

At **our** option, **we** may either pay the cost of replacing the lost or damaged item as new or pay the cost of repairing the item.

For any claim made under this policy, **our** liability will:

1. not exceed the proportion that the **sum insured** bears to the full cost of replacement of **your landlord's contents'** as stated in the schedule;
2. not exceed the **limit of liability** for **landlord's contents'** as stated in the schedule.

It is **your** responsibility to ensure at all times the **landlord's contents' sum insured** reflects the total cost of replacement as new.

We will not pay for the cost of replacing or repairing any undamaged part(s) of the **landlord's contents'** which forms part of a pair, set, suite or part of a common design.

We will not reduce the **sum insured** under this section following a claim provided that **you** agree to carry out **our** recommendations to prevent further **damage**.

Index-linking clause

The sums insured under this section may be adjusted each month in accordance with the following indices:

- The Consumer Durable section of the General Index of Retail Prices or its equivalent

No additional premium will be charged for each monthly increase but at each renewal the premium will be calculated on the revised sums insured and will be shown on **your** renewal schedule.

Section 3 – Landlord’s legal liability

(This section only applicable if shown as being included or insured/covered on the schedule).

Important Note: Any successful claim for **landlord’s legal liability** will be liable to the **excess** as stated on the schedule.



What is covered

This section includes **your** landlord’s legal liability under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 for injury to a third party or loss or damage to third party property arising from a defect in **your premises** including defence costs that **we** have agreed to pay in writing.

Up to the amount stated in **your** schedule for which **you** are legally liable to pay as compensation for **bodily injury** to any person or loss or damage to third party property arising directly as a consequence of **your** ownership of the **premises**, including defence **costs and expenses** incurred with **our** consent.



What is not covered

- a) **Bodily injury to employees**, or is a member of **your** family or household; arising out of the transmission of any communicable disease;
 - b) damage to property under **your** custody or control;
 - c) arising out of any profession, occupation or **business** other than through private letting of the **premises**;
 - d) arising out of the ownership, possession or operation of:
 - e) any mechanically propelled vehicle other than a private garden vehicle operated within **your premises**;
 - f) any aircraft or watercraft;
 - g) any caravan whilst being towed;
 - h) any breed of dog prohibited under the Dangerous Dogs Act 1991; arising out of ownership or use of any **land** or building not situated within the **buildings** as specified in the schedule; arising out of **pollution**;
- if **you** are entitled to cover under any other insurance.
- other insurance.

Section 4 – Employers' liability

(This section only applicable if shown as being included or insured/covered on the schedule).



What is covered

Employers' liability compulsory insurance

The cover granted by this section is in accordance with the provisions of any law enacted in the **territorial limits**, relating to compulsory insurance of liability to **employees**. If, however, **we** pay any sum which would not have been paid but for the provisions of this law then **you** will repay that sum to **us**.

We will cover **you** against:

1. all sums which **you** will become legally liable to pay as damages; and
- 2 **costs and expenses**,

in the event of **bodily injury** sustained by any **employee** which arises out of and in the course of their employment by **you** in the **business** and which is occurs in the **territorial limits**.

The maximum **we** will pay to any claimant or any number of claimants for any one occurrence or all events of a series attributable to one original cause will not exceed the amount specified in the schedule and will include **costs and expenses**.

We will cover **you** against liability for **bodily injury** assumed by **you** to the extent that any contract or agreement entered into by **you** with any **principal** requires provided that:

- a) the liability arises out of the performance by **you** of a contract or agreement;
- b) the conduct and control of claims is vested in **us**;
- c) the cover granted will apply only for liability to any **employee**; and
- d) nothing in this extension will increase **our** liability to pay any amount in excess of the **limit of liability** under this section.

We will also pay solicitors' fees incurred with **our** written consent for:

- a) representation at any coroners' inquest or fatal injury inquiry for any death; and
- b) defending in any court of summary jurisdiction any proceedings for any act or omission causing or relating to any event, which may be the subject of cover under this section.



What is not covered

We will not cover **you** under this section against:

1. liability for **bodily injury** to an **employee**:
 - a) in circumstances where compulsory insurance or security is required by Road Traffic Act legislation;
 - b) for any **employee** undertaking the following activities:
 - i) tree felling and lopping;
 - ii) window cleaning, painting or similar operations carried out from cradles and/or hoists;
 - iii) the provision of, erection of, dismantling of or addition to new or existing buildings.
2. liability arising **offshore**.
3. liability arising from the manufacture, mining, processing, distribution, testing, **remediation**, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos in excess of £5,000,000 for any one loss.
4. liability arising out of **terrorism** in excess of £5,000,000 for any one loss.
5. fines or penalties of any kind.

Section 5 – Legal expenses

This section is provided Automatically

This Cover has two parts:

PART A covers **you** for legal disputes that arise from owning or letting out **your insured property**;

PART B relates to other legal matters arising from **your business**.

If you are not trading as a business only PART A of this section applies.

Insuring clauses

For the covers described below **we** will pay the **insured person's costs and expenses** up to £100,000 for all claims related by time or original cause including the cost of appeals. This limit includes payment of employment compensation awards where cover applies with a total limit of £1,000,000 in any one **period of insurance**.

Provided that:

1. the claim (unless otherwise stated) arises in connection with **your business** and occurs within the **territorial limits**;
2. the claim:
 - a) always has **reasonable prospects of success**;
 - b) is reported to **us**:
 - i) during the **period of insurance**;
 - ii) as soon as is reasonably practicable possible after the **insured person** becomes aware of the circumstances which could give rise to a claim under this section; and
 - iii) within sixty days of **you** first becoming aware of the matter in dispute where **you** are in disagreement with a **tenant of your insured property**;
3. unless there is a conflict of interest, the **insured person** always agrees to use the **appointed advisor** chosen by **us** in any claim;
 - a) to be heard by an Employment Tribunal or **small claims court**; and/or
 - b) before proceedings have been or need to be issued; and
4. any dispute will be dealt with by a court, tribunal, Advisory Conciliation and Arbitration Service (ACAS) or a relevant regulatory or licensing body in the **territorial limits**.

A claim is considered to be reported to **us** when **we** have received the **insured persons** fully completed claim form.

Section 5 – Legal expenses

PART A – Your insured property

Insured events covered



What is covered

1. Commercial lease disputes

Pursuit or defence of **your** legal rights arising from a dispute with **your tenant** under the terms of a written lease agreement in relation to **your insured property** which is:

- a) granted under the Landlord & Tenant Act 1954 provided that where the dispute arises from or relates to renewal of **your** lease agreement or the granting of a new business tenancy:
 - i) **reasonable prospects of success** exist to oppose **your tenant's** right to renew the tenancy under Section 30(1) of the Landlord and Tenant Act; and
 - ii) **you** can demonstrate that **you** have served the correct legal notice to terminate on the **tenant** in the prescribed form before **your tenant** has served **you** with a request for a new tenancy.
- b) contracted out of the Landlord & Tenant Act 1954 provided that:
 - i) **you** have correctly served the necessary legal notice on **your tenant**;
 - ii) **your tenant** has made the relevant declaration; and
 - iii) the lease is notified to **us** accordingly.



What is not covered

We will not cover **you** for any claim that arises from a disagreement with **your tenant** over payment or non-payment of rent or service charges.

Section 5 – Legal expenses

2. Holiday homes contract disputes

A dispute that arises from:

- a) a written agreement which **you** have entered into to let out **your insured property** as holiday accommodation that is not otherwise covered by 3. Property damage, nuisance & trespass or 4. Recovery of rent arrears below;
- b) a contract **you** have entered into to buy or hire goods or services for the benefit of **insured property** which **you** have let or intend to let to guests as holiday accommodation.

3. Property damage, nuisance and trespass

- a) An event which causes visible **damage to your insured property** and/or material property owned by **you** at **your insured property**.
- b) A public or private nuisance or a trespass relating to **your insured property**.

Provided that if **your insured property** is used as holiday accommodation:

- i) **you** can provide a detailed inventory of its condition and contents which has been signed by **your** guest(s); and
- ii) a disrepair or defects deposit has been paid in cash or payment has cleared in **your** bank account.

We will not compensate **you** for:

- a) goods or services which exceed £6,000 (including VAT) in value;
- b) loans and mortgages;
- c) an employment contract; or
- d) a settlement due under an insurance policy.

We will not cover **you** for any claim relating to:

- a) damage or loss arising from a contract between **you** and a third party who is not a tenant, ex-tenant, or guest staying at an **insured property you** have let out as holiday accommodation;
- b) the compulsory purchase of, or demolition, restrictions, controls or permissions placed on land or material property by any government, local or public authority;
- c) a dispute with any party other than the party who caused the damage, nuisance or trespass;
- d) any nuisance or trespass claim under 3. b) above that arises from a contract, lease, licence or **tenancy agreement** between **you** and the third party (including trespass by **your ex-tenant**);
- e) the **excess** as shown in the schedule which is applicable to 3. b) above except where **you** bring a claim against a person who is living at the **insured property** without **your** permission. **We** will ask **you** to pay the **excess** when **we** accept **your** claim.

Section 5 – Legal expenses

4. Recovery of rent arrears

Pursuit of **your** legal right to recover rent owed to **you** by:

- a) **your tenant** or ex-tenant of **insured property**;
- b) guest(s) staying at **your insured property** which is used as holiday accommodation.

5. Repossession of residential property

- a) Pursuit of **your** legal rights to repossess **your insured property** that has been let under:
- b) an assured shorthold tenancy; or
 - i) a shorthold tenancy; or
 - ii) an assured tenancy,

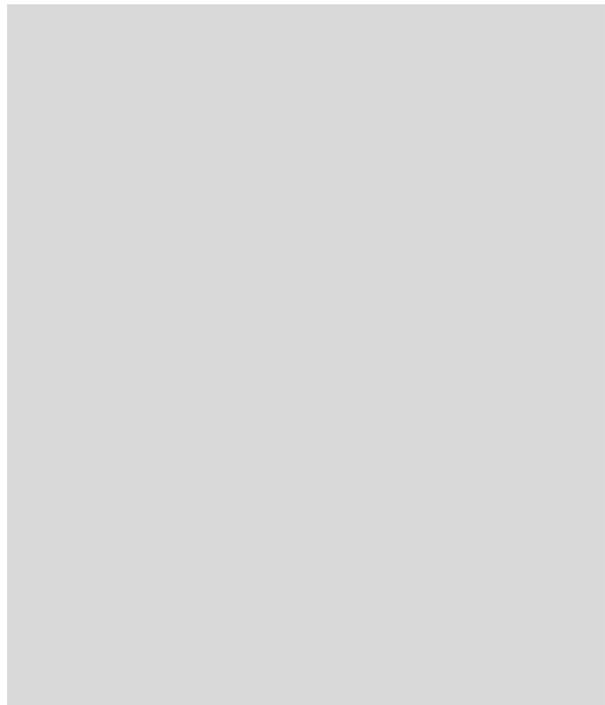
as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act.

Provided **you**:

- A. give the **tenant** the correct notices for the repossession; and
- B. will try to get repossession under:
 - i) **Schedule 2, Part 1** (grounds 1 to 8) of the Housing Act 1988 as amended by the Housing Act 1996;
 - ii) **Schedule 5, Part 1** (grounds 1 to 8) of the Housing Act (Scotland) 1988;
 - iii) Part 1, Section 21 of the Housing Act 1988 amended by the Housing Act 1996; or

Section 5 – Legal expenses

- iv) Part 2, Section 33 of the Housing Act (Scotland) 1988.
- c) Pursuit of **your** legal rights to repossess **your insured property** that **you** have let:
 - i) in accordance with the Private Tenancies (Northern Ireland) Order 2006; or
 - ii) to a limited company or business partnership for residential use by employees.
- d) Pursuit of **your** legal right to recover or repossess **your insured property** that is occupied by an **employee** or **ex-employee** under a service occupancy agreement.



Section 5 – Legal expenses

PART B – Your Business

Insured events covered



What is covered

1. Compliance and regulation

- a) Receipt of a Statutory Notice that imposes terms against which **you** wish to appeal;
- b) Notice of a formal investigation or disciplinary hearing by any professional or regulatory body;
- c) A civil action alleging wrongful arrest arising from an allegation of theft.

2. Contract and debt recovery

A breach or alleged breach of an agreement or alleged agreement which has been entered into by **you** or on **your** behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services, provided that if **you** are claiming for an undisputed debt **you** have exhausted **your** normal credit control procedures.



What is not covered

We will not cover any claim arising from or relating to:

- a) a routine inspection by a regulatory authority;
- b) the pursuit of an action by **you** other than an appeal; or
- c) a Health and Safety Executive Fee for intervention.

We will not cover **you** for any claim arising from or relating to:

- a) an amount which is less than £200;
- b) the letting, leasing, licensing sale or purchase of land or buildings where **you** act as the landlord;
- c) loans, mortgages, endowments, pensions or any other financial product;
- d) the settlement payable under an insurance policy;
- e) computer hardware, software, internet services or systems which have been:
 - i) tailored to **your** requirements; or
 - ii) supplied by **you**;
- f) a breach or alleged breach of a professional duty by an **insured person**;
- g) a dispute between **you** and an **employee** or **ex-employee**; or
- h) adjudication or arbitration.

Section 5 – Legal expenses

3. Crisis communication

Following an event which causes **your business** significant adverse publicity or reputational damage which is likely to have a widespread financial impact on **your business**, we will:

- a) liaise with **you** and **your** solicitor (whether the solicitor is an **appointed adviser** under this policy, or acts on **your** behalf under any other policy), to draft a media statement or press release;
- b) arrange, support and represent an **insured person** at a press conference; and/or
- c) prepare communications for **your** customers and/or a telephone or website script,

provided that **you** have sought and followed advice from **our** Crisis Communication helpline.

4. Employment

A dispute between **you** and **your employee**, **ex-employee**, or a prospective **employee**, arising from a breach or an alleged breach of their:

- a) contract of service with **you**; and/or
- b) related legal rights.

A claim can be made under this section this policy provided that all internal procedures as set out in the:

- a) ACAS Code of Practice for Disciplinary and Grievance Procedures; or
- b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

We will not compensate any claim relating to:

1. **costs and expenses** in excess of £10,000; or
2. matters that should be dealt with through **your** normal complaints procedures.

We will not cover **you** for any claim relating to:

- a) the pursuit of an action by **you** other than an appeal;
- b) redundancy, alleged redundancy or unfair selection for redundancy, occurring during the first one hundred and eighty days of the inception of this section of this policy, except where **you** have had equivalent cover in force up until the start of this section; and
- c) **costs and expenses** for preparation and representation at an internal disciplinary hearing, grievance or appeal.

Section 5 – Legal expenses

5. **Employment compensation awards**

Following a claim **we** have accepted under Cover 4. Employment above, **we** will pay any:

- a) basic and compensatory award;
- b) an amount agreed by **us** in settlement of a dispute.

Provided that:

- a) **reasonable prospects of success** exist for a wholly successful defence throughout; and
- b) compensation is:
 - i) agreed through mediation or conciliation or under a settlement approved by **us**; or
 - ii) awarded by a tribunal after full argument unless given by default.

6. **Employees' extra protection**

At **your** request:

- a) where civil proceedings are issued against **your employee**;
 - i) for unlawful discrimination; or
 - ii) in their capacity as a trustee of a pension fund set up for the benefit of **your employees**;
- b) where **your employee** or a member of their family suffers death or physical injury as the result of a sudden event;
- c) a claim arising from personal identity theft targeted at **your** directors and/or partners.

We will not pay employment compensation awards relating to:

- a) money owed to an **employee**;
- b) trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning a European Works Council; or
- c) civil claims or statutory rights relating to trustees of occupational pension schemes.

We will not cover any claim arising from or relating to:

- a) defending **you**; or
- b) a condition, illness or disease which develops gradually over time.

Section 5 – Legal expenses

7. **Employment restrictive covenants**

- a) A dispute with **your employee** or **ex-employee** which arises from their breach of a restrictive covenant where **you** are seeking financial remedy or damages.

Provided that the restrictive covenant:

- i) is designed to protect **your** legitimate **business** interests;
 - ii) is evidenced in writing and signed by **your employee** or **ex-employee**;
 - iii) extends no further than is reasonably necessary to protect the **business** interests; and
 - iv) does not contain restrictions in excess of twelve months.
- b) A dispute with another party who alleges that **you** have breached their legal rights protected by a restrictive covenant.

Section 5 – Legal expenses

8. Legal defence

- a) A criminal investigation and/or enquiry by:
 - i) the police;
 - ii) a health and safety authority; or
 - iii) other body with the power to prosecute,

where it is suspected that an offence may have been committed that could lead to the **insured person** being prosecuted;

- b) An offence or alleged offence which leads to the **insured person** being prosecuted in a court of criminal jurisdiction; and
- c) A motor prosecution brought against **your** directors and/or partners which does not relate to the **business**.

9. Loss of earnings

The **insured person's** absence from work to attend court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the **appointed adviser** or whilst on jury service which results in loss of earnings.

10. Statutory licence appeals

An appeal against the decision of the relevant authority to alter, suspend, revoke or refuse to renew **your** statutory licence or compulsory registration.

We will not cover:

- a) any claim relating to a parking offence;
- b) any claim relating to a claim made against **you** for compensation under Section 13 of the Data Protection Act 1998 or under the General Data Protection Regulation and any enabling data protection legislation.

We will not pay any sum that can be recovered from the court or tribunal.

Section 5 – Legal expenses

11. Tax protection

- a) A formally notified aspect or **full enquiry** into **your** tax affairs, or into the personal tax affairs of **your** directors and/or partners.
- b) A dispute about **your** compliance with regulations relating to any of the following:
 - i) Value Added Tax;
 - ii) Pay As You Earn;
 - iii) Social Security;
 - iv) National Insurance Contributions;
 - v) the Construction Industry Scheme;
 - vi) IR35,following a compliance check by HM Revenue and Customs.
- c) An enquiry into **your** tax affairs, or into the personal tax affairs of **your** directors and/or partners, arising from an alleged discovery by HM Revenue and Customs.

Provided that:

- a) all returns are completed and have been submitted within the statutory timescales permitted;
- b) **you** keep proper records in accordance with statutory requirements; and
- c) for any appealable matter **you** have requested an Internal Review from HM Revenue and Customs where available.

We will not cover any claim arising from or relating to:

- a) tax returns which result in HM Revenue and Customs imposing a penalty or claiming interest or which contain negligent misstatements;
- b) an investigation by the Specialist Investigations Branch of HM Revenue and Customs;
- c) where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **insured person's** financial arrangements;
- d) any enquiry that concerns assets, monies or wealth outside of the United Kingdom; or
- e) **your** failure to register for VAT.

Data Protection and Privacy Cover

This cover operates on a claims-made basis. This means that **we** will only provide cover for claims or circumstances made against **you** and notified to **us** during the **period of insurance**.

Additional definitions

Costs and expenses (applicable to this cover only)

- a) All cost and expenses incurred by **you** with **our** written consent for any claim against **you** which may be covered under this endorsement.
- b) Claimants costs and expenses arising for any claim against **you** which may be covered under this policy.

GDPR

General Data Protection Regulation and any enabling data protection legislation.

What is covered

We will cover **you** for **your** liability to pay compensation including **costs and expenses** directly arising from a claim made against **you** for breach of the **GDPR**, Section 13 of the Data Protection Act 1998 or any amending legislation, caused in connection with the **business** during the **period of insurance**.

Provided that the claim is first made against **you** and notified to **us** during the **period of insurance**.

Limit of Liability (how much we will pay)

We will pay **£250,000** for all claims made including **costs and expenses** during the **period of insurance**.

Conditions (actions that you or we agree to take)

Included here are the conditions of the insurance that you need to meet as your part of this contract. If you do not meet these conditions, we may need to reject a claim or a claim payment could be reduced. In some circumstances your policy may not be valid.

1.
 - a) For the purposes of this Data Protection and Privacy cover, any Other insurance clause contained in **your** policy will not apply and will instead be replaced by either b) or c) as shown below, as may be applicable:
 - b) **We** will have no liability to pay any sum under this additional cover if cover for that sum is payable under another policy issued to **you** by **us** (or would be but for the exhaustion of the limit of liability or the application of the excess amount under that other policy).
 - a) If the liability which is being claimed for under this additional cover is covered by any other Insurer **we** will not pay more than **our** proportionate share.
2. **You** must:
 - a) have in place an appropriate procedure to detect, report and investigate a personal data breach;
 - b) offer suitable redress where a data breach has occurred;
 - c) only make a claim under this Data Protection and Privacy cover where a) and b) above have been complied with.

Data Protection and Privacy Cover

What is not covered

We will not cover any claim arising from or relating to:

1. compensation, costs or expenses covered by any other Legal Expenses insurance;
2. the costs of rectifying, rewriting, replacing, reinstating or erasing personal data as defined in the **GDPR**;
3. the payment of fines or penalties;
4. refund of monies paid to **you** by any claimant;
5. liability arising solely because **you** did not comply with **your** legal obligations set out under the **GDPR**;
6. indirect or consequential loss.
7. any cover relating to the Data Protection Act 1998 which may have applied or does apply to a previous or concurrent policy which is referenced under a DIC/DIL (Difference in Cover / Difference in Limits) clause or similar, which is in excess of the cover available under this endorsement;
8. any actual or alleged act, omission or dispute happening before, or existing at the start of this Data Protection and Privacy cover, and which **you** knew or ought reasonably to have known could lead to a claim;
9. any deliberate act by **you** or any director, partner or **employee** of **yours**.

If you need to make a claim

If **you** need to make a claim under this Data Protection and Privacy Cover please telephone ARAG on **0117 917 1698** or download a claim form at www.arag.co.uk/newclaims.

General conditions applicable to all sections of the policy

These are the conditions of the cover and apply throughout **your** policy. There are additional conditions under each section of cover. If **you** do not comply with these conditions **you** may not receive payment for a claim, a claim may be reduced, or **you** may lose all right to cover under **your** policy.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **your** insurance agent.

1. Cancellation – our rights

We may cancel this policy or any section by giving 30 days' notice in writing by registered letter to **you** at **your** last known address and in this case **you** will be entitled to a proportionate return of premium for the unexpired term of this policy (other than in circumstances where **we** invoke the Fraudulent claims condition under the Claims conditions section).

Reasons **we** may decide to cancel **your** policy include if:

- a) there is a material change in **your business**;
- b) there is reasonable suspicion of fraud or where there has been a deliberate or reckless misrepresentation of material facts and/or other non-disclosure;
- c) **you** do not co-operate or supply information or documentation that **we** request which materially affects our ability to process this policy or **our** ability to defend **our** interests;
- d) following a survey at any of **your** properties or sites **we** have required **you** to make risk improvements and **you** have not completed these within a reasonable period of time advised by **us**;
- e) the first or renewal premium has not been paid;

f) **you** or anyone acting on **your** behalf threatening or abusive behaviour or the use of threatening or abusive language, intimidation or bullying of **our** staff or suppliers; and

g) **you** do not exercise **your** duty of care as required under General condition 4 – Maintenance and reasonable precautions contained in this policy and failing to put this right when **we** ask **you** by sending **you** 7 days' written notice to **your** last known address.

Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **we** reserve the right to deduct this from any claim payment.

2. Change in circumstances or alteration to the risk

If **you** would like to make changes to **your** policy please contact **your** insurance agent.

If **you** are aware of any material changes to the information provided or if **you** become aware of any material changes **you** must tell **your** insurance agent about those changes. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **you** need to change the information **you** have given **us** please contact **your** insurance agent as soon as reasonably practicable on becoming aware of that change.

Examples where **we** would need **you** to notify **your** insurance agent of a change include:

- If any **sums insured you** have declared to **us** have increased or decreased;
- There is a change to the **business you** undertake that **we** do not know about;

General conditions applicable to all sections of the policy

- **You** move **premises** or make alterations to the **premises you** occupy; and
- The security and fire protections **you** have declared to **us** change.

These are just some examples and there may be other circumstances **we** would want **you** to tell **us** about. If **you** are in any doubt, please contact **your** insurance agent directly as failure to notify **us** of any changes could lead to **your** policy being cancelled, or a claim rejected or not fully paid.

If **you** are unsure whether a change to the information **you** have given **us** is material please contact **your** insurance agent.

In addition **you** must notify **us** of any alteration to the information provided at the start or renewal occurring during the **period of insurance** at which time **we** may apply an additional premium or other additional terms or conditions.

3. Interest

We agree to automatically note the interest of any other party if requested to do so by **you**, to any of the property insured and which attached before the happening of any **damage**, but only to the extent that the interest is not otherwise insured and subject to their identity being disclosed in writing to **us** by **you** following **damage**.

4. Maintenance and reasonable precautions

You will at **your** own expense:

- a) take all reasonable precautions to prevent or reduce **damage**;
- b) stop any activity which may result in a claim under this policy;
- c) maintain all **buildings**, furnishings, ways and works machinery in sound condition and good repair;

- d) remedy any defect or danger as soon as reasonably practicable after discovery and in the meantime take additional precautions as the circumstances may require;
- e) comply with all statutory requirements and other safety regulations imposed by any authority;
- f) act promptly to gain vacant possession of the **buildings** and recover any **rent arrears**;
- g) not breach any of the conditions of the **tenancy agreement(s)** or **legal charge** affecting this policy; and
- h) ensure that all protections installed for the protection of the **building** must be regularly maintained and be in use when the **building** is left unattended or when any **tenant** has retired for the night.

5. Multiple insureds

The most **we** will pay is the relevant amount shown in the schedule or this policy.

If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay were there only one insured named in the schedule.

You agree that if there is more than one insured named in the schedule, the first insured listed is authorised to receive all notices and agree any changes to this policy.

6. Notice of building works

You must notify **us** before starting of any structural building work (for example conversions and extensions) to any **buildings**.

General conditions applicable to all sections of the policy

7. Remedies following a breach in your duty of fair presentation

Before this policy was entered into

If **you** have breached **your** duty to make a fair presentation of the risk to **us** before this policy was entered into, then:

- a) where the breach was deliberate or reckless, **we** may avoid this policy and refuse all claims, and keep all premiums paid;
- b) where the breach was neither deliberate nor reckless, and but for the breach:

- i) **we would not have agreed to provide cover under this policy on any terms:**

we may avoid this policy and refuse all claims, but will return any premiums paid;

- ii) **we would have agreed to provide cover under this policy but on different terms (other than premium terms):**

we may require that this policy includes those different terms with effect from its start; and/or

- iii) **we would have agreed to provide cover under this policy but would have charged a higher premium,**

- a. if the discovery of the breach arose because of a claim, at **your** option:

- i. **we** will reduce proportionately the amount paid on a claim. **We** will pay only X% of what **we** would otherwise have been required to pay, where $X = \frac{\text{premium actually charged}}{\text{higher premium that would have been charged}} \times 100$; or

- ii. **we** will pay the claim in full provided that **you** pay to **us** the additional premium that **we** would have charged, but for **your** breach of the duty of fair presentation, calculated from the start of the **period of insurance**.

NOTE: In the case of underinsurance option ii. is not available.

- b. If the discovery of the breach did not arise because of a claim **you** must pay to **us** the additional premium that **we** would have charged, but for **your** breach of the duty of fair presentation, calculated from the start of the **period of insurance**.

Before a variation was agreed

If **you** have breached **your** duty to make a fair presentation of the risk to **us** before any variation to this policy was agreed, then:

- a) If the breach was deliberate or reckless, **we** may terminate this policy with effect from the date of the variation, and keep all premiums paid;
- b) where the breach was neither deliberate nor reckless, and but for the breach:

- i) **we would not have agreed to the variation on any terms:**

we may treat this policy as though the variation was never made, but will return any additional premiums paid in relation to the variation;

- ii) **we would have agreed to the variation but on different terms (other than premium terms):**

we may require that the variation includes those different terms with effect from the date the variation was made; and/or

General conditions applicable to all sections of the policy

- iii) **we would have agreed to the variation but would have increased the premium, or would have increased it by more than we did, or would not have reduced it or would have reduced it by less than we did:**
- a. if the discovery of the breach arose because of a claim, at **your** option:
- i. **we** may reduce proportionately the amount paid on a claim arising out of events after the variation. In those circumstances, **we** will pay only Y% of what **we** would otherwise have been required to pay, where $Y = \frac{\text{total premium actually charged}}{\text{premium that would have been charged}} \times 100$; or
- ii. **we** will pay the claim in full provided that **you** pay to **us** the additional premium that we would have charged, but for the breach of the duty of fair presentation, calculated from the date the variation was entered into.
- NOTE: In the case of underinsurance option ii. is not available.
- b. If the discovery of the breach did not arise because of a claim, **you** must pay to **us** the additional premium that **we** would have charged, but for the breach of the duty of fair presentation, calculated from the date the variation was entered into.
- iv) **where we would have agreed to the variation but on different terms and we would also have increased the premium, or would have increased it by more than we did, or would not have reduced it or would have reduced it by less than we did**
- a. **we** may require that the variation includes those different terms with effect from the date the variation was made; and
- b. before a variation was agreed b) iii) as shown above will also apply.
- ### 8. Statutory conditions and regulations
- a) If the property is let, **you** must comply with all regulations and statutory conditions regarding the letting of the **premises** including but not limited to:
- i) the number of persons legally allowed to reside at the **premises**;
- ii) compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended);
- iii) having the minimum legal number of smoke detectors*, fire extinguishers and fire blankets installed at the **premises**; and
- iv) holding (if applicable) an appropriate licence issued by the local authority for the **premises**.
- b) If the property is let, **you** must ensure that:
- i) all gas appliances at the **premises** comply with the Gas Safety (Installation and Use) Regulations 1998 and a copy of the annual safety check record (completed by a gas fitter/engineer who is registered on the Gas Safety Register (which has replaced Corgi)); and

General conditions applicable to all sections of the policy

- ii) all electrical appliances at the **premises** comply with the Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets etc. (Safety) Regulations 1994 and any further amendment to them.

* Under the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 **you** are required to have at least one smoke alarm installed on every storey of **your** properties and a carbon monoxide alarm in any room containing a solid fuel burning appliance (eg a coal fire, wood burning stove). After that, **you** must make sure the alarms are in working order at the start of each new tenancy.

- For further details on gas certification please refer here: https://rla.org.uk/landlord/documents/gas_safety/gas_safety.shtml
- For further information on **your** obligations to electrical safety please refer here: <http://www.electricalsafetyfirst.org.uk/guidesand-advice/for-landlord/s/>
- If **you** are unsure what **your** legal responsibilities as a landlord entail please refer here: <https://www.gov.uk/private-renting/your-landlord-s-safety-responsibilities>

9. Unoccupied property notification

We must be notified in writing by e-mail, letter or fax, as soon as reasonably practicable after **you** become aware that any insured occupied building becomes **unoccupied**.

We will have the right to impose additional terms, conditions and exclusions and charge a suitable additional premium which will be paid by **you** if required.

10. Unoccupied property security

For **buildings unoccupied** or partly **unoccupied you** must ensure that:

- a) the gas, electricity (other than power required for an intruder alarm or fire alarm system) and water supplies are turned off at the mains and all water pipes, apparatus and tanks are drained down (unless the central heating system is kept running to maintain a temperature of 5 degrees centigrade) during the period 1st December to 31st March;
- b) all devices for preventing access to the building(s) are in full and effective operation at all times;
- c) the **premises** and yards are clear of all waste materials and redundant contents;
- d) the letter box is permanently sealed shut or a non-combustible receptacle is permanently fixed to the letter box;
- e) the **premises** are inspected at least once a fortnight by a responsible person to ensure that there is no deterioration in the fabric of the building and that compliance with conditions a) - e) continues.

General conditions applicable to all sections of the policy

Conditions which are only applicable to Section 5- Legal Expenses

1. Acts of parliament, statutory instruments, civil procedure rules and jurisdiction

All legal instruments and rules referred to within this section this policy include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any later amendment or replacement legislation.

2. Arbitration

In the event of a dispute between the **insured person** and **us** under this section, arbitration is available as detailed under Claims condition 1. Arbitration.

3. Barrister's opinion

We may require the **insured person** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **insured person**, then **we** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then **we** will pay for a final opinion which will be binding

on the **insured person** and **us**. This does not affect the **insured person's** right under Claims condition 1. Arbitration.

4. Consent

The **insured person** must agree to **us** having sight of the **appointed adviser's** file relating to the **insured person's** claim. The **insured person** is considered to have provided consent to **us** or **our** appointed agent to have sight of the **appointed adviser's** file for auditing and quality and cost control purposes.

5. Freedom to choose an appointed adviser

a) In certain circumstances, as set out in b) below, the **insured person** may choose an **appointed adviser**. In all other cases no right exists and **we** will choose the **appointed adviser**.

b) If:

i) **we** agree to start proceedings or proceedings are issued against the **insured person**; or

ii) there is a conflict of interest,

the **insured person** may choose a qualified **appointed adviser** except where the **insured person's** claim is to be dealt with by the Employment Tribunal or **small claims court** where **we** will always choose the **appointed adviser**.

c) Where the **insured person** wishes to exercise their right to choose, they must write to **us** (by e-mail, fax or letter) with their preferred representative's contact details. Where the **insured person** chooses to use their preferred representative **we** will not pay more than **we** agree to pay a solicitor from **our** panel.

d) If the **insured person** dismisses the **appointed adviser** without good reason, or withdraws from the claim without **our** written consent or if the **appointed adviser** refuses with good reason to continue acting for the **insured person** cover will end immediately.

e) For a claim under Part B Cover 2. Contract and debt recovery **you** must enter into a **conditional fee agreement** (unless the **appointed adviser** has entered into a **collective conditional fee agreement**) where legally permitted.

General conditions applicable to all sections of the policy

6. Settlement

- a) **We** can settle the claim by paying the reasonable value of the **insured person's** claim.
- b) The **insured person** must not negotiate, settle the claim or agree to pay **costs and expenses** without **our** written agreement.

If the **insured person** refuses to settle the claim following a reasonable offer or advice to do so from the **appointed adviser**, **we** reserve the right to refuse to pay further **costs and expenses**.

7. The insured person's responsibilities

An **insured person** must:

- a) tell **us** as soon as reasonably practicable of anything that may make it more costly or difficult for the **appointed adviser** to resolve a claim in their favour;
- a) cooperate fully with **us**, give the **appointed adviser** any instructions **we** reasonably require, and keep them updated with progress of the claim and not hinder them;
- b) take reasonable steps to recover **costs and expenses** and pay them to **us**;
- c) keep **costs and expenses** as low as is reasonably possible; and
- d) allow **us** at any time to take over and conduct in the **insured person's** name any settlement or defence of any claim or to prosecute for **our** own benefit any claim for cover or compensation or otherwise and have full discretion in the conduct of any proceedings and in settlement of any claim, proceeding or investigation.

General exclusions applicable to all sections

This policy will not insure or pay any claims for:

1. Asbestos

any loss, demand, claim or suit arising out of or related in any way to asbestos or asbestos containing materials.

2. Cyber terrorism

digital or cyber risks, that is:

- a) any loss caused by or contributed to, by, or arising from or occasioned by or resulting from:
 - i) the alteration, modification, distortion, corruption of or **damage** to any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part of it whether tangible or intangible (including but without limitation any information or programs or software); or
 - ii) any alteration, modification, distortion, erasure or corruption of data processed by any computer or other equipment or component or system or item;

whether **your** property or not, where the loss is caused by a **virus or similar mechanism, phishing or hacking or denial of service attack**, or

- b) any legal liability or financial loss or expense, including but not limited to consequential loss, caused by or contributed to, by, or arising from or occasioned by or resulting from a **virus or similar mechanism, phishing or hacking or denial of service attack**.

3. Date recognition

damage caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

We will cover further **damage** resulting from an insured cover, providing **damage** is covered elsewhere in this policy.

4. Domestic pets

damage caused by domestic pets.

5. Existing damage

damage occurring before the start of this insurance policy including all subsequent **damage**.

6. Fraud

If **you** or anyone acting on **your** behalf makes a fraudulent claim under **your** policy, including providing fraudulent information or documentation, **we** will:

- a) refuse to pay the claim;
- b) seek to recover any of costs already incurred by **us** relating to the fraudulent claim;
- c) have the option to cancel the policy from the date of the fraudulent act; and
- d) keep any premium paid to **us**.

This will not affect separate claims made before the fraudulent act, unless they too were fraudulent.

7. Indirect loss

any other costs which are caused by an event which led to **your** claim unless specifically stated in this policy.

8. Land

any loss (including loss of value) of or damage to the **land** or any part of the **land**.

General exclusions applicable to all sections

9. Motor vehicles

damage caused to any motor vehicle (other than domestic implements), caravans, trailers or watercraft and accessories.

10. Radioactive contamination

bodily injury, disablement or **damage** to any property, or any resulting loss or expense or any legal liability caused by, contributed to or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or its nuclear components;
- c) any weapon of war employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter; or
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when those isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.

11. Riot and civil commotion

riot or civil commotion in Northern Ireland. **Damage** is excluded regardless of any other cause, event or intervention that contributes concurrently or in any sequence to the **damage**.

12. Terrorism

damage or financial loss or expense, occasioned by or happening through or following **terrorism**. In any action, suit or other proceedings where **we** allege that any **damage** is not covered by this policy

the burden of proving that **damage** is covered will be upon **you**.

This exclusion will apply to all sections of this policy, other than liability covered under section 4 to the extent that it is necessary to comply with the minimum requirements of the laws of the countries, crown protectorates and dependencies in the **territorial limits**, relating to

compulsory insurance of liability to **employees** and provided that the maximum limit for any one loss or series of claims arising from one source or original cause will not exceed £5,000,000.

13. Uninsurable risks

wear and tear, depreciation, fungus, rot, **vermin** damage, mechanical or electrical fault, process of cleaning, repairing, restoration, renovating, rusting or corrosion any gradually operating cause or process.

14. Unoccupied property – restriction to Covered Events

If the **premises** has been left **unoccupied**, **damage** caused by the following is excluded:

- a) escape of water from, and frost damage to, fixed water tanks, apparatus and pipes;
- b) leakage of oil or gas from any fixed domestic heating system;
- c) collision or impact involving:
 - i) any vehicle, aircraft or other aerial devices (including anything dropped from them) or animal;
 - ii) aerials, satellite dishes or their fittings.
- d) riots, violent disorder, civil commotion, labour disturbances, vandalism and acts of malicious persons;
- e) accidental breakage of fixed glass and double glazing (including the cost of replacement frames), mirrors, glass tops, glass furniture, solar

General exclusions applicable to all sections

- panels, fixed sanitary ware and ceramic hobs;
- f) loss of oil or metered water;
- g) costs for finding a leak;.
- h) rent;
- i) alternative accommodation costs;
- j) physical loss or damage to **your** garden;
- k) theft;
- l) attempted theft;
- m) accidental damage caused by **tenants**.
- c) insurrection, rebellion, or action taken by a government authority in hindering, combating, or defending against an occurrence, seizure or destruction.

15. **War**

any consequence which is the result of any of the following, or anything connected with any of the following, whether or not the consequence has been contributed to by any other cause or event:

- a) war, hostile or warlike action in time of peace or war (whether or not declared) including action in hindering, combating or defending against an actual, impending or expected attack:
 - i) by government or sovereign power (legal or illegal) or by any authority maintaining or using military, naval or air forces, or any other armed forces or militia; or
 - ii) by military, naval or air forces, or any other armed forces or militia; or
 - iii) by an agent of any government, power, authority or force;
- b) any weapon of war employing nuclear or radioactive force or contamination whether in time of peace or war (whether or not declared), whether or not its discharge was accidental;

General exclusions applicable to all sections

Exclusions which only apply to Section 5 – Legal expenses

1. Before cover started

any actual or alleged act, omission or dispute happening before, or existing at the commencement of cover under section 5, and which the **you** knew or ought reasonably to have known could lead to a claim;

2. Damages or compensation

compensation awarded against **you**;

3. Franchise or agency agreements

franchise or agency agreements;

4. Judicial review

judicial reviews;

5. Legal proceedings

the defence of legal proceedings relating to:

- a) damages for personal injury (other than injury to feelings arising from an employment dispute); or
- b) loss or damage to **property** owned by the **insured person**;

6. Money laundering, malicious falsehoods, dishonesty, violence and illegal immigration

an allegation against **you** involving:

- a) assault, violence, dishonesty;
- b) malicious falsehood or defamation;
- c) the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
- d) illegal immigration;

e) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences);

7. Property chamber of the First-tier Tribunal

registering, assessing or reviewing rent, rent control, land tribunals or matters that fall under the jurisdiction of the Property Chamber of the First-tier Tribunal;

8. Existing tenants

any disagreement with a **tenant** of an **insured property** during the first 90 days of the first **period of insurance** where the **tenancy agreement** started before the start of section 5 unless **you** were insured for equivalent cover immediately before the start of section 5;

9. Without consent

costs and expenses incurred without **our** consent;

10. Houses of multiple occupation

a **property** which is or should have been registered as a House of Multiple Occupation;

11. Fines and penalties

finances, penalties or compensation awarded against the **insured person** (except as covered under Part B. - Cover 5. Employment compensation awards or the Data Protection and Privacy Cover endorsement) or costs awarded against the **insured person** by a court of criminal jurisdiction;

12. Patents, copyright and confidential information

patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to restrictive covenants as covered under Part B. Cover 7. Employment restrictive covenants);

General exclusions applicable to all sections

13. **Subsidiaries**

a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners;

14. **Arbitration**

a dispute with us or the party who arranged this Cover not dealt with under Claims condition 1. Arbitration.