

## **POLICY WORDING**

Please read carefully and retain



## **Property Insurance for Guesthouses and Bed & Breakfasts**

# Welcome to Intasure Property Insurance

designed exclusively for Guesthouses and Bed & Breakfasts in the UK.



Intasure's property insurance is exclusively designed for Guesthouse / Bed & Breakfast owners, including Grade II listed buildings. Insurance cover is provided by Underwriters at Lloyd's and other insurers as defined in the Policy Wording. Legal Expenses is provided by Arc Legal Assistance Ltd under Section 6.

Please read this Policy carefully and see that it meets with your requirements. If not, or if there is anything you do not understand, please tell us as soon as possible.

## Introduction

This policy of insurance is issued in accordance with the authorisation granted under contract to Intasure® and underwritten by Underwriters at Lloyd's and other insurers as defined in the Policy Wording.

This policy document should be read together with the Schedule and any Endorsement(s).

Your premium has been based upon the information shown in the schedule and you should ensure that you are clear which sections of cover you have included, the details of which are shown on your schedule; you understand what each section covers and the restrictions and exclusions that apply; and what your responsibilities are under the policy as a whole.

## Language of contract of insurance

Unless otherwise agreed the language of this contract of insurance shall be English.



for and on behalf of Intasure®

**ENQUIRIES: 0345 111 0670**

Monday - Friday 9am - 5.30pm.

**CLAIMS: 0345 111 0672** (24 hours)

**LEGAL EXPENSES ADVICE HELPLINE: 0344 770 1040**

For Legal and Tax Advice. Monday - Friday 9am - 5pm

**LEGAL EXPENSES CLAIMS: 0344 770 9000**

To report a claim. Monday - Friday 9am - 5pm

## Intasure

AMP House  
Dingwall Road  
Croydon  
Surrey  
CR0 2LX

The Policy has several Sections. Please check your Schedule to see which Sections are in force and any clauses or endorsements that are applicable.

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# How to use your Policy

## YOUR POLICY

Here is your new Policy containing details of the cover you have arranged. We have made every effort to make our intentions clear. Please read your Policy carefully and if you have any queries we will be pleased to help you.

We aim to provide a high level of service and to pay claims fairly and promptly within the terms set out in the Policy.

## WHAT COVER IS INCLUDED?

The Policy is divided into a number of different Sections. To find which Sections are in force you should check your Schedule, the document sent with the Policy. The Schedule also tells you how much you are insured for under each Section.

## HOW MUCH TO INSURE FOR

It is up to you to make sure that the amounts you insure for represent the full re-building cost of the building(s) and the full replacement costs as new of the contents concerned. Remember, if you underinsure, claim payments may be reduced. You can change your Sums Insured at any time - you do not have to wait for renewal.

**IF YOU HAVE A QUERY** If you have any queries or concerns regarding this Policy you should contact us using telephone numbers at the beginning of this policy wording.

## CANCELLATION INFORMATION

You have the right to cancel the insurance Policy 30 days from the day after receipt of the documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purpose of this cancellation clause, it will be deemed that You will have received the Policy documents upon the day following the date it was emailed / posted to you.

Once cover has commenced outside the 30 day period, you may cancel your policy at any time and will receive a pro-rata refund. The pro-rata refund will consist of a deduction for the period of cover and any fees paid. This will also be subject to no claims having either been paid, reported or outstanding.

For the Insurer's cancellation rights, please refer to the General Conditions section of your policy wording.

## CHANGES IN YOUR CIRCUMSTANCES

Your Policy has been based on the information which you have given us about yourself and your **Guesthouse / Bed & Breakfast**. You must tell us immediately of any changes to this information including of course any change of address. Please see condition 7 on page 38 for more detail in relation to the information we need to know about and the potential consequences of not providing us with that information.

## USING THE HELPLINES

The telephone numbers of the Helplines are shown on the inside front cover of this document.

## HOW TO MAKE A CLAIM

To make a claim, first read the Policy and Schedule to check that you are covered. To register a claim and obtain a claim form please contact Intasure on **0345 111 0672**. Or you may write to:

Intasure  
AMP House  
Dingwall Road  
Croydon  
Surrey  
CRO 2LX

You should complete a claim form and let us have as much information as possible to help us deal with your claim quickly and fairly.

You should also refer to the section on pages 40 and 41, Settlement of Claims.

Finally, do not hesitate to ask for advice, we will be pleased to help you.

## YOUR RESPONSIBILITIES

In order to protect your property to its fullest extent we will expect you to comply with all terms and conditions.

When property is unattended all accessible doors and windows must be secured.

## GOVERNING LAW

There is a choice of law for this insurance, but unless We agree otherwise English Law applies.

## DATA PROTECTION

It is agreed by the Insured that any information provided to Us and / or the underwriter regarding the Insured will be processed by Us and / or the underwriter, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

## CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

We, the insurer and you do not intend any term of this contract to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

## Definitions (applicable to Sections 1 to 5)

**Certain words in your Policy have special meanings. These meanings are given below.**

### Bodily Injury

Death, injury, illness or disease.

### Buildings

Any permanent structure used within the grounds of **our Guesthouse / Bed & Breakfast** for domestic purposes or in respect to **your** business as a provider of Bed & Breakfast or Guesthouse services:

- **Fixtures and fittings;**
- lifts;
- domestic fixed fuel tanks; including gas, LPG and oil tanks;
- **Swimming pools / Hot tubs / Jacuzzis;**
- outbuildings and permanent structures;
- gates, hedges, walls and fences;
- radio and television aerials, satellite dishes, their fittings and masts;
- wind turbines, fixed generators and solar panels, (if specified);
- wells, lakes and rivers within the boundary of the **property** for liability cover only;
- paths and drives

all at the address shown in the **Schedule** and which belong to **You** or for which **You** are legally responsible.

### Contents

#### Household Contents

**Your** Household goods, personal property and **Valuables** all belonging to or the responsibility of **You** or **Your family** contained in the **Guesthouse / Bed & Breakfast** or in the open within the boundaries of the land belonging to the **Guesthouse / Bed & Breakfast**. **Our** liability in respect of **Valuables** shall not exceed 20% of the **Contents** sum insured in any one period of insurance.

#### Business Contents

**Your** business goods, computer equipment, facsimile machines, photocopiers, typewriters, word processors, telecommunication equipment and office furniture owned by **You**.

The term **Contents** does not include:

- Any living creature, any mechanically propelled vehicle (other than domestic gardening machines), aircraft, hovercraft, watercraft and accessories attached thereto, outboard engines, motorcycles, caravans, trailers, trailer tents and their parts and accessories, credit cards, deeds, bonds, bills of exchange, promissory notes, securities for **Money**, documents, manuscripts, firearms, shotguns.

- Goods used for business or professional purposes except in respect to **your** business as a provider of **Bed & Breakfast / Guesthouse** services.
- Any part of the **Buildings** including **Fixtures and fittings** unless otherwise agreed.
- Any **property** specifically insured against the perils covered hereby under any other insurance.
- Damage by vermin or insects.

### Employee

- (a) Any person under a contract of service or apprenticeship with **You**
- (b) Any person who is hired to or borrowed by **You**
- (c) Any person engaged in connection with a work experience or training scheme
- (d) Any labour master or person supplied by them
- (e) Any person engaged by labour only subcontractors
- (f) Any self-employed person working on a labour only basis under **your** control or supervision
- (g) Any voluntary helper while working for **You** in connection with the business.

### Endorsements

Any variation or addition to the terms of the Policy.

### Entertainment equipment

- Computers including **Portable computer(s)**
- mobile phones;
- digital decoders;
- projectors;
- DVD recorders;
- televisions
- game consoles;

**Our** liability in respect of **Entertainment equipment** shall not exceed 40% of the **Contents** sum insured. In respect of the optional (All Risks) Personal Effects in or away from the home under Section 3 - the maximum amount to be paid on any single item is £3,000 unless otherwise shown in the **Schedule**. The limit of 40% of the **Contents** sum insured does not apply under Section 3.

### Excess

The sum shown in **your Schedule** which is the amount to be deducted from **your** claim for loss or damage resulting from the same incident. The **Excess** may vary and be increased within the policy wording for certain perils.

## Definitions (applicable to Sections 1 to 6)

### Fixtures and fittings

All items that are fixed to and form part of the structure of the **Guesthouse / Bed & Breakfast** including:

- Decorations including wall paper, murals and stenciling.
- Bathroom suites.
- Flooring: integral to fabric of building.
- Fitted kitchens and their fitted appliances.
- Built-in wardrobes.

### Garden

The open ground within the boundaries of the land belonging to the Insured **Property** and not communal complex areas.

### Gross Income

The money paid or payable to **You** in respect of food, drink, accommodation and services provided by the **Bed & Breakfast / Guesthouse** less the cost of food, drink and laundry expenses.

### Guest / Guests

Any person paying for overnight accommodation in the **Guesthouse / Bed & Breakfast**.

### Guesthouse / Bed & Breakfast

The private dwelling and its domestic outbuilding used for domestic purposes and also as a **Bed & Breakfast / Guesthouse** establishment with no more than 8 letting rooms and 16 paying **Guests**.

Terms of use include:

- Personal and business use (**Guesthouse / Bed & Breakfast**)
- Main residence

### Heave

Upward and/or lateral movement of the site on which **Your Buildings** stand caused by swelling of the ground.

### Insured

- The first named party in the Policy **Schedule**.
- Any member of the **Insured's** family permanently residing with him/her.

### Insurers / Underwriters

The **insurers** stated in the **Schedule** and Intasure as administrators of the policy.

### Landslip

Downward movement of sloping ground.

### Light construction

Any domestic outbuilding, with the exception of brick built garages, including sheds, greenhouses, glass conservatories, lean-tos, car ports and pergolas.

### Listed buildings

Private dwelling granted Grade II or Grade II\* status. In Scotland, **Buildings** granted B and C status.

**Listed buildings** to be of:

- **Standard construction**
- Wattle and daub
- Lathe and plaster
- Timber framed
- Cob

### Money

Cash, bank or currency notes, cheques, travellers cheques, postal or money orders, saving stamps and certificates, travel tickets, luncheon vouchers, current stamps (face value only) and gift tokens held for Personal Use or in connection with **your** business as a **Bed & Breakfast / Guesthouse** at the insured premises.

### No Claims Bonus/Discount

Policies will be allowed a discretionary discount for claims free periods of up to three years or more. In the event of a claim this discount will be removed and subsequent premiums will increase.

### Policyholder/You/Your

The person(s) named as the Policyholder in the **Schedule**.

### Portable computer(s)

Computer, laptop, iPad, netbook, notebook, tablet, eReader.

### Property

Material property.

### Schedule

The current **Schedule** issued by **Us** as part of **Your** Policy shows details of the **Policyholder**, the **Property** insured, the period of insurance and which sections of the Policy apply.

### Single article limit

The maximum amount to be paid on any one item of **Contents** is £3,000 unless otherwise shown in the **Schedule**. The maximum amount to be paid on any one item of Personal Effects and **Valuables** section 3 is £3,000 unless otherwise shown in the **Schedule**.

### Standard construction

Built of brick, stone or concrete, and roofed with slate, tile, asphalt, metal or concrete. Flat or pitched roof with standard foundations.

### Stock

**Stock** and materials in trade including raw materials work in progress finished goods and goods in trust belonging to the **Insured** or for which the **Insured** is legally responsible.

## Definitions (applicable to Sections 1 to 6)

### **Subsidence**

Downward movement of the site on which **Your Buildings** stand by a cause other than the weight of the **Buildings** themselves.

### **Swimming pools / Hot tubs / Jacuzzis**

Privately owned **Swimming pools/Hot tubs / Jacuzzis** – for the sole use of **You** and **Your family** or any person lawfully in the **Guesthouse / Bed & Breakfast**. It is further understood and agreed that no cover will apply in respect of **Communal swimming pools**.

**Communal swimming pools** – Swimming pools used on a shared basis with other property owners.

### **Unfurnished**

The **Guesthouse / Bed & Breakfast** does not have enough furniture to be lived in normally.

### **Unoccupied**

The **Guesthouse / Bed & Breakfast** has not been lived in for 30 days in a row. **Money, Valuables** and credit cards to be removed.

### **Unspecified Personal Effects and Clothing**

**Your** personal property which is designed to be worn or carried on or about **Your** person taken away from the **Guesthouse / Bed & Breakfast**.

### **Valuables**

Jewellery, gold, silver, precious metals, clocks and watches, records, CDs and DVDs, coin, medal and stamp collections, works of art, figurines, vases and furs. **Our** liability in respect of **Valuables** shall not exceed 20% of the **Contents** sum insured in any one period of insurance.

In respect of the optional (All Risks) **Valuables** in or away from the home under Section 3 - the maximum amount to be paid on any single item is £3,000 unless otherwise shown in the **Schedule**. The limit of 20% of the **Contents** sum insured does not apply under Section 3.

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

See the definition of **Insurers / Underwriters** whose identity is stated in the **Endorsement** entitled Identity of **Insurers** and whose proportionate liability will be detailed on request.

### **You/Your family**

**You**, your spouse or domestic partner who lives at the same address as **You** and shares financial responsibilities, your children, parents and other relatives who permanently reside with **You**, including foster and cared for children who may be under the legal guardianship of a Local Authority.

## Sum Insured

### Standard Buildings

The buildings sum insured will be up to £1m. This will protect the insured against any rebuild cost inflation and remove the danger of under insurance. Properties with a known rebuild value in excess of £1m will be referred to Underwriting.

### Grade II Listed Buildings

The sums insured will be adjusted annually in line with the British Royal Institute of Chartered Surveyors.

## Index Linking

### Contents

The Government's General Index of Retail Prices.

Should this Index not be available another appropriate Index will be used.

### Important

Because of regional and national variations in the construction of buildings and cost of materials you should review your buildings sum insured on a regular basis.

No additional charge will be made for this during each year but renewal premiums will be calculated on the adjusted Sums Insured.

Index Linking will continue from the date of loss or damage to the settlement of the resulting claim provided you have not unreasonably delayed notification or settlement of the claim.



## Section 1 - BUILDINGS

Your Schedule tells You if this Section is in force.

### We will pay for

### We will not pay for

We will pay for	We will not pay for
	The amount of any Excess shown in your schedule
<p><b>A The Basic Cover</b></p> <p>Loss of or damage to <b>Buildings</b> caused by:</p>	<p><b>A</b> (i) Damage caused by faulty workmanship or design or defective materials or gradually operating cause.</p> <p>(ii) Damage caused by <b>Guests</b></p> <p>(iii) Any loss or damage caused as a result of the <b>Property</b> being used for illegal activities.</p>
<p><b>1</b> Fire, explosion, lightning, earthquake and subterranean fire.</p>	<p><b>1</b> The first £1,000 of any claim for damage caused by earthquake or subterranean fire.</p>
<p><b>2</b> Subsidence or heave of the site on which the <b>Buildings</b> stand, or landslip.</p>	<p><b>2</b> (a) The first £1,000 of any claim (unless higher excess specified)</p> <p>(b) Damage resulting from coastal or river erosion.</p> <p>(c) Damage resulting from faulty workmanship, defective design or the use of defective materials.</p> <p>(d) Damage resulting from demolition, alteration or repair to the <b>Buildings</b>.</p> <p>(e) Damage resulting from the bedding down of new structures or settlement of made-up ground.</p> <p>(f) Damage resulting from the movement of solid floors unless the foundations beneath the external walls of <b>your Guesthouse / Bed &amp; Breakfast</b> are damaged at the same time.</p> <p>(g) Damage to paths, drives, terraces, patios, walls, gates, fences, <b>Swimming pools / Hot tubs / Jacuzzis</b> and tennis courts unless the foundations beneath the external walls of the <b>Guesthouse / Bed &amp; Breakfast</b> are damaged by the same cause, and at the same time.</p> <p>(h) Diminution of market value.</p>
<p><b>3</b> Smoke.</p>	<p><b>3</b> (a) Damage caused by any gradually operating cause.</p> <p>(b) Pollution damage.</p>
<p><b>4</b> Riot, civil commotion, labour or political disturbances.</p>	<p><b>4</b></p>
<p><b>5</b> Malicious persons or vandals.</p>	<p><b>5</b> Loss or damage caused</p> <p>(a) by persons lawfully in the <b>Guesthouse / Bed &amp; Breakfast</b>.</p> <p>(b) whilst the <b>Guesthouse / Bed &amp; Breakfast</b> is <b>Unfurnished</b>.</p> <p>(c) by <b>Guest(s)</b> and or persons accompanied onto the premises by <b>Guest</b>.</p>

## Section 1 - BUILDINGS

Your Schedule tells You if this Section is in force.

### We will pay for

- 6**
- Storm
  - Flood
  - Hail
  - Snow
  - Avalanche

- 7** Theft or attempted theft.

- 8** Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.

- 9** Escape of water, sewage or oil from any fixed heating or domestic water installation, washing machines or dishwashers.

### We will not pay for

The amount of any Excess shown in your schedule

- 6** Loss or damage caused
- (a) by subsidence or landslip.
  - (b) by frost.
  - (c) to domestic out-buildings and garages of **Light construction**, domestic fixed fuel tanks in the open, gates, fences, hedges and garden sheds.
  - (d) to **Swimming pool / Hot tub / Jacuzzi** covers, filtration plants, heaters and pumps.
  - (e) by weight of snow on **Buildings of Light construction**, domestic fixed fuel tanks in the open, gates, fences, hedges and garden sheds.
  - (f) by **Guest(s)** leaving windows open.
  - (g) by a rise in the water table (the level below which the ground is completely saturated with water).

- 7**
- (a) Loss or damage caused by **You or Your family or Guest**.
  - (b) Solar panels unless securely fitted to the building in a non-accessible position, £500 **Excess** will apply.
  - (c) Loss or damage unless following forcible/violent entry.
  - (d) Disappearance by mysterious or undefined circumstances.

- 8** Damage caused by domestic pets or birds.

- 9** Loss or damage
- (a) to domestic out-buildings and garages of **Light construction**.
  - (b) caused by wet or dry rot.
  - (c) to the installation itself caused by corrosion or wear and tear.
  - (d) caused by frost/freezing whilst the **Property** is vacant unless the temperature is maintained above 15°C or 59°F or the water supply is shut off and fixed water tanks, apparatus and pipes are drained, (excluding central heating systems) when the **Property** is vacated for more than two weeks.
  - (e) to **Swimming pools/Hot tubs/Jacuzzis**, filtration plants, heaters and pumps and all other ancillary equipment.
  - (f) and **We** do not cover the cost of repairing/replacing any plumbing or heating apparatus, including pipe work, showers, boilers etc that are the cause of the leak/burst. The policy covers the resultant damage from any escape of water.

## Section 1 - BUILDINGS

Your Schedule tells You if this Section is in force.

### We will pay for

### We will not pay for

	The amount of any Excess shown in your schedule
<p><b>10</b> Falling trees or branches (including the cost of removal up to £500), lamp posts or telegraph poles, causing damage to the <b>Buildings</b>.</p>	<p><b>10</b> (a) Damage to hedges, gates and fences.            (b) Destruction or damage caused during felling or lopping operations.            (c) Removal unless the falling tree, branch, lamp post or telegraph pole has caused damage to the structure of the <b>Bed &amp; Breakfast / Guesthouse</b> at the same time.</p>
<p><b>11</b> Falling receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings.</p>	<p><b>11</b> Damage to the <b>Fixtures and fittings</b> themselves caused by corrosion or wear and tear.</p>
<p><b>12</b> Electrical Power Surges            Damage caused by electricity to <b>Fixtures and fittings</b> and the electrical parts of any apparatus or its accessories caused by short-circuiting, spontaneous combustion or abnormal currents.</p>	<p><b>12</b> (a) Damage caused by electricity to <b>Fixtures and fittings</b> the electrical parts of any apparatus and/or its accessories as a consequence of wear and tear or faulty maintenance of the electrical apparatus.            (b) More than £1,000 any one occurrence, and £3,000 in any one year of insurance.</p>
<p><b>13</b> <b>Damage to Underground Services</b>            Accidental damage to underground services to the <b>Guesthouse / Bed &amp; Breakfast</b> for which <b>You</b> are legally responsible.</p>	<p><b>13</b> (a) Damage caused whilst clearing, rodding, or attempting to clear a blockage.            (b) Damage caused by rodents / vermin.            (c) Blockage in pipes.            (d) Damage caused by gradually operating cause.            (e) Damage caused by <b>Guests</b>.</p>
<p><b>14</b> <b>Glass and Sanitary Fixtures</b>            Accidental breakage of fixed glass, wash basins, splashbacks, pedestals, sinks, lavatory pans, cisterns, bidets, baths, shower screens and fitted ceramic hobs.</p> <p>Limited to no more than £3,000 in any one period of insurance.</p>	<p><b>14</b> (a) Damage to or the cost of removing or replacing frames.            (b) Breakage of <b>Property</b> not in sound condition.            (c) Frost damage.            (d) Damage caused by <b>Guests</b></p>
<p><b>B</b> <b>Temporary Accommodation</b>            The reasonable cost of <b>Your</b> personal temporary accommodation in the event of the <b>Guesthouse / Bed &amp; Breakfast</b> being so damaged as to render it uninhabitable by any cause for which indemnity is provided under Section 1A of this Policy.</p> <p><b>Our</b> liability shall not exceed £25,000 in any one period of insurance.</p>	<p><b>B</b></p>

## Section 1 - BUILDINGS

Your Schedule tells You if this Section is in force.

### We will pay for

### We will not pay for

The amount of any Excess shown in your schedule

#### C Removal of Debris and Demolition Costs

Expenses necessarily incurred by **You** with **Our** consent in removing debris, dismantling and /or demolishing, shoring or propping up of the portion or portions of the insured **Property** destroyed or damaged by any peril insured under Section 1 subject to **Our** liability not exceeding 10% of the Sum Insured on the **Buildings** in any one period of insurance.

#### C

#### D Architects and Surveyors Fees / Local Authority Requirements

(a) The cost of architects, surveyors and other fees for estimates, plans, specifications suggested by a loss adjuster necessarily and reasonably incurred in reinstatement consequent upon destruction of or damage to the **Buildings** by any peril hereby insured against, not exceeding the scale of fees laid down by the Royal Institution of British Architects, the Royal Institute of Chartered Surveyors or other appropriate professional institute current at the time of the destruction or damage. Provided that **Our** liability hereunder shall not exceed £50,000 In any one period of insurance.

(b) The cost of meeting building regulations or municipal or local authority bye-laws.

#### D

(a) Fees for preparing any claim

(b) Any cost **You** are legally responsible for paying because of notice served upon **You** before the date of loss or damage.

#### E Moving Guesthouse / Bed & Breakfast

If **You** are selling the **Guesthouse / Bed & Breakfast** the purchaser will have the benefit of this Section during the period between exchange of contracts and completion provided that the **Guesthouse / Bed & Breakfast** is not insured elsewhere.

#### E

## Section 1 - BUILDINGS

Your Schedule tells You if this Section is in force.

### We will pay for

### We will not pay for

The amount of any Excess shown in your schedule

#### F Loss of Metered Water and Oil

Providing cover by Section 2 - Contents is not in force, loss of metered water or domestic heating oil (for which **You** are legally responsible) following accidental damage to fixed domestic water or heating installations situated in or on the **Guesthouse / Bed & Breakfast**.

- F
- (a) Excluding loss or damage caused while the **Guesthouse / Bed & Breakfast** is **Unfurnished** or **Unoccupied** for a period in excess of 30 days.
  - (b) More than £1,500 for any one claim during any one period of insurance.
  - (c) **Swimming pools / Hot tubs / Jacuzzis.**
  - (d) Loss or damage caused by frost/freezing whilst the **Property** is vacant unless the temperature is maintained above 15°C or 59°F or the water supply is shut off and fixed water tanks, apparatus and pipes are drained, (excluding central heating systems) when the **Property** is vacated for more than two weeks.

#### G Trace and Access

**We** will pay the cost (**incurred with our permission**) of finding the source of any escape of water or oil from any fixed domestic water services or heating installations within the main building of **Your** home including subsequent repairs to walls, floors or ceilings.

- G
- (a) More than £2,000 for any one claim during any one period of insurance.
  - (b) The cost of repairing/replacing the pipe work.
  - (c) Damage to **Swimming pools / Hot tubs / Jacuzzis.**
  - (d) Damage to underground services.
  - (e) Loss or damage caused by frost/freezing whilst the **Property** is vacant unless the temperature is maintained above 15°C or 59°F or the water supply is shut off and fixed water tanks, apparatus and pipes are drained, (excluding central heating systems) when the **Property** is vacated for more than two weeks.

#### H Emergency Access

Damage to **Your Guesthouse / Bed & Breakfast** caused by forced access to attend a medical emergency or an event which could result in damage to the **Guesthouse / Bed & Breakfast**.

#### H

## Section 1 - BUILDINGS

### Accidental Damage Cover

Your Schedule tells You if this Section is in force.

#### We will pay for

##### 1 Accidental Damage to the Buildings

Applicable only when **Property** is occupied by the **Insured** and any member of the **Insured's** family.

#### We will not pay for

The amount of any Excess shown in your schedule

- 1 (a) Loss or damage to the **Guesthouse / Bed & Breakfast** or any part of it caused by **Guests**.
- (b) The cost of maintenance.
- (c) Damage caused by settlement or shrinkage of the **Buildings**.
- (d) Damage caused by subsidence or landslip.
- (e) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets or any gradually operating cause.
- (f) Damage caused by faulty workmanship or defective design or the use of defective materials.
- (g) Any loss, destruction or damage specifically excluded elsewhere in Section 1.
- (h) Loss or damage by inherent defect and electrical and mechanical breakdown.
- (i) **Swimming pools / Hot tubs / Jacuzzis**, filtration plants, heaters, pumps and **Swimming pool / Hot tub / Jacuzzi** covers.
- (j) Solar panels, wind turbines
- (k) Damage caused by pollution.

## Section 1 - BUILDINGS

### Accidental Damage Cover Extended to Guests

Your Schedule tells You if this Section is in force.

#### We will pay for

##### 1 Accidental Damage to the Buildings

Loss or damage caused by **Guest(s)**

Limited to £3000 in any one loss.

#### We will not pay for

- 1 (a) The cost of maintenance.
- (b) Damage caused by settlement or shrinkage of the **Buildings**.
- (c) Damage caused by subsidence or landslip.
- (d) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets or any gradually operating cause.
- (e) Damage caused by faulty workmanship or defective design or the use of defective materials.
- (f) Any loss, destruction or damage specifically excluded elsewhere in Section 1.
- (g) Loss or damage by inherent defect and electrical and mechanical breakdown.
- (h) **Swimming pools / Hot tubs / Jacuzzis**, filtration plants, heaters, pumps and **Swimming pool / Hot tub / Jacuzzi covers**
- (i) Solar Panels, Wind Turbines.
- (j) Damage caused by pollution.

## Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

### We will pay for

### We will not pay for

		The amount of any Excess shown in your schedule	
<p>The maximum amount to be paid on any one item of <b>Contents</b> (£3,000) unless otherwise shown in the <b>Schedule</b>.</p> <p><b>Valuables</b> shall not exceed 20% of the <b>Contents</b> sum insured in any one period of insurance.</p> <p><b>Entertainment equipment</b> shall not exceed 40% of the <b>Contents</b> sum insured in any one period of insurance.</p>			
<b>A</b>	<b>The Basic Cover</b> Loss of or damage to <b>Contents</b> contained in the <b>Guesthouse / Bed &amp; Breakfast</b> and its domestic out-buildings and garages caused by:	<b>A</b>	(i) Damage caused by faulty workmanship or defective design or defective materials or gradually operating cause. (ii) Damage caused by <b>Guests</b> . (iii) Any loss or damage caused as a result of the <b>Property</b> being used for illegal activities.
<b>1</b>	Fire, explosion, lightning, earthquake or subterranean fire.	<b>1</b>	The first £1,000 of any claim for damage caused by earthquake or subterranean fire.
<b>2</b>	Smoke	<b>2</b>	(a) Damage caused by any gradually operating cause. (b) Damage caused by pollution.
<b>3</b>	Riot, civil commotion, labour or political disturbances.	<b>3</b>	
<b>4</b>	Malicious persons or vandals.	<b>4</b>	Loss or damage caused by (a) Persons lawfully in the <b>Guesthouse / Bed &amp; Breakfast</b> . (b) Whilst the <b>Guesthouse / Bed &amp; Breakfast</b> is <b>Unfurnished</b> . (c) Persons invited into the <b>Guesthouse / Bed &amp; Breakfast</b> by <b>Guests</b>
<b>5</b>	<ul style="list-style-type: none"> <li>• Storm</li> <li>• Flood</li> <li>• Hail</li> <li>• Avalanche</li> </ul>	<b>5</b>	(a) Damage caused by subsidence or landslip. (b) Damage to <b>Swimming pool / Hot tub / Jacuzzi</b> covers. (c) <b>Contents</b> in the open. (d) Loss or damage caused by a rise in the water table (the level below which the ground is completely saturated with water).



## Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

### We will pay for

### We will not pay for

The amount of any Excess shown in your schedule

**6** Escape of water, sewage or oil from any fixed heating or domestic water installation, washing machines or dishwashers.

**6** Loss or damage

- (a) caused by wet or dry rot.
- (b) to the installation itself caused by corrosion or wear and tear.
- (c) caused by frost/freezing whilst the **Property** is vacant unless temperature is maintained above 15°C or 59°F or the water supply is shut off and fixed water tanks, apparatus and pipes are drained (excluding central heating systems) when the **Property** is vacated for more than two weeks.
- (d) and **We** do not cover the cost of repairing/replacing any plumbing or heating apparatus, including pipe work, showers, boilers etc that are the cause of the leak/burst. The policy covers the resultant damage from any escape of water.

**7** Theft or attempted theft.

**7**

- (a) Loss or damage from the **Guesthouse / Bed & Breakfast** or any part unless involving forcible and violent entry to or exit from the **Guesthouse / Bed & Breakfast**. Losses due to mysterious disappearances or undefined circumstances will not be covered.
- (b) Loss or damage by **You** or **Your family** or any **Guest(s)**.
- (c) Loss by deception unless deception is only used to gain entry to the **Guesthouse / Bed & Breakfast**.
- (d) Any amount in excess of £2,500 for loss from outbuildings including garages.
- (e) **Contents** in the open.
- (f) Mysterious disappearance.

**8** Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.

**8** Damage caused by domestic pets or birds.

**9** Falling trees or branches, lamp posts or telegraph poles.  
  
Limited to the cost of removal up to £500.

**9**

- (a) Destruction or damage caused during felling or lopping operations.
- (b) Removal unless the falling tree, branch, lamp post or telegraph pole has caused damage to the structure of the **Bed & Breakfast / Guesthouse** at the same time.

**10** Falling receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings.

**10**

- (a) Damage caused by frost.
- (b) Damage caused by corrosion of fittings.

**Our** liability shall not exceed £1,500 in any one year of insurance.

## Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

### We will pay for

### We will not pay for

The amount of any Excess shown in your schedule	
<p><b>11 Electrical Power Surge</b> Damage caused by electricity to appliances and the electrical parts of any apparatus or its accessories caused by shortcircuiting, spontaneous combustion or abnormal currents.</p> <p>Limited to £1,000 any one occurrence, and £3,000 in any one year of insurance.</p>	<p><b>11</b> (a) Damage to records, tapes, films, cassettes, discs, cartridges, styli, or computer software. (b) Damage caused by wear and tear or used contrary to the manufacturer's instructions (c) Damage caused by electricity to <b>Fixtures and fittings</b> the electrical parts of any apparatus and/or its accessories as a consequence of wear and tear or faulty maintenance of the electrical apparatus.</p>
<p><b>12 Breakage of Glass and Mirrors</b> Accidental breakage of mirrors, glass tops to furniture and ceramic hobs and fixed glass in furniture in the <b>Guesthouse / Bed &amp; Breakfast</b>.</p> <p>Limited to £5,000 in any one period of insurance</p>	<p><b>12</b></p>
<p><b>B Contents Away from the Premises</b> The <b>Contents</b>, if and so far as these are not otherwise insured, whilst temporarily removed from the <b>Guesthouse / Bed &amp; Breakfast</b>,</p> <p>(a) loss or damage caused by any of the perils insured under Section 2A whilst in any trade building for the purpose of alterations, cleaning or processing, or in any furniture depository, up to a limit of 20% of the Sum Insured on <b>Contents</b>.</p> <p>(b) loss or damage elsewhere caused by the perils of Fire, Lightning, Explosion, Aircraft only.</p> <p>(c) loss or damage during the process of removal and transit following permanent change of <b>Guesthouse / Bed &amp; Breakfast</b> or whilst in transit to and from any furniture depository, caused by the perils of Fire, Lightning, Explosion, Aircraft.</p>	<p><b>B</b> (i) <b>Contents</b> outside the country in which the <b>Guesthouse / Bed &amp; Breakfast</b> is situated. (ii) cash, currency, bank notes, negotiable documents or coins and stamps (including coins or stamps forming part of a coin or stamp collection or <b>Valuables</b>). (iii) <b>Guests Contents</b>.</p>
<p><b>C Cash in Meters</b> Loss of cash contained in electricity or gas supply meters, in <b>Your Property</b> or for which <b>You</b> are responsible following violent or forcible entry to the <b>Guesthouse / Bed &amp; Breakfast</b>.</p> <p>Limited to a maximum of £50.</p>	<p><b>C</b> (i) Loss of cash in external meters of any kind.</p>

# Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

## We will pay for

## We will not pay for

	The amount of any Excess shown in your schedule
<p><b>D Additional Costs</b></p> <p>Additional costs of alternative accommodation necessarily incurred by <b>You</b> as occupier if the <b>Buildings</b> are rendered uninhabitable by any of the insured perils, not exceeding 10% of the Sum Insured on <b>Contents</b> of the Building(s) damaged or destroyed.</p>	<p><b>D</b></p>
<p><b>E Loss or Theft of Keys</b></p> <p>The cost of replacing a lock or mechanism in the event of the keys to the locks:-</p> <ul style="list-style-type: none"> <li>(a) of any external door of the <b>Guesthouse / Bed &amp; Breakfast</b> or</li> <li>(b) of the alarm system or domestic safe, if fitted, being accidentally lost or stolen.</li> </ul> <p>Claims are limited to £750 in respect of any one occasion.</p>	<p><b>E</b></p> <ul style="list-style-type: none"> <li>(a) Accidental loss or theft of keys by <b>Guest(s)</b>.</li> <li>(b) Cover for theft unless the keys are taken from the private residence of the <b>Insured</b> the Resident Manager or an Authorised <b>Employee</b>.</li> <li>(c) Loss or theft of keys relating to Internal door locks.</li> </ul>
<p><b>F Loss of Metered Water and Domestic Fuel</b></p> <p>Loss of metered water or domestic heating oil (for which <b>You</b> are legally responsible) following accidental damage to fixed domestic water or heating installations situated in or on the <b>Guesthouse / Bed &amp; Breakfast</b>.</p> <p>Limited to £1500 for any one claim during any one period of insurance.</p>	<p><b>F</b></p> <ul style="list-style-type: none"> <li>(a) Loss or damage caused while the <b>Guesthouse / Bed &amp; Breakfast</b> is <b>Unfurnished</b> or <b>Unoccupied</b> for a period in excess of 30 days.</li> <li>(b) <b>Swimming pools. / Hot tubs / Jacuzzis</b></li> <li>(c) Loss or damage caused by frost/freezing whilst the <b>Property</b> is vacant unless temperature is maintained above 15°C or 59°F or the water supply is shut off and fixed water tanks, apparatus and pipes are drained (excluding central heating systems) when the <b>Property</b> is vacated for more than two weeks</li> </ul>
<p><b>G Garden Ornaments and Furniture</b></p> <p><b>We</b> will pay the cost of replacing or repairing <b>Your</b> Garden Furniture, unfixed statues and barbeque equipment for loss or damage caused by an insured peril other than Storm, or Flood.</p> <p>Limited to a maximum of £1,500 any one period of insurance.</p>	<p><b>G</b></p>

## Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

### We will pay for

### We will not pay for

The amount of any Excess shown in your schedule

#### H Pedal Cycles

**Your** pedal cycle(s) and its accessories are insured against loss or damage caused by theft or attempted theft within the boundaries of the **Guesthouse / Bed & Breakfast**.

Limited to £500 per cycle, unless specifically itemised within the all risks section.

#### H Loss or damage:

- (a) caused by electrical and/or mechanical fault or breakdown
- (b) to tyres, lamps or other accessories unless the pedal cycle is lost or damaged at the same time
- (c) while the pedal cycle is used for racing or is hired or lent to anyone
- (d) by theft unless in a building or securely locked to an immovable object.
- (e) to any pedal cycle(s) hired or loaned to any **Guest(s)** in connection with **Your** business as a provider of **Guesthouse/ Bed & Breakfast** Services.

#### I Money

The **Insurer** will indemnify the **Insured** in respect of loss of or damage to Personal **Money** and **Money** held in connection with the Business as detailed below occurring during the Period of Insurance.

- (a) In the Building during Business Hours or whilst in a bank night safe.
- (b) In transit to and from the Premises whilst in the custody of the **Insured** or an authorized person acting on behalf of the **Insured**.
- (c) In the **Insured's** private dwelling house or in that part of the Building occupied by the **Insured** or their resident manager for residential purposes.
- (d) In the Building whilst left unattended or outside Business Hours and not secured in a locked safe.
- (e) In the Building whilst left unattended or outside Business Hours and secured in a locked unspecified safe.
- (f) In the Building whilst left unattended or outside Business Hours and secured in a specified safe.

Limited to £500 in any one period of insurance.

The **Insurer** will also indemnify the **Insured** in respect of damage to

- (a) any strongroom safe till or postal franking machine belonging to the **Insured** or for which the **Insured** is legally responsible up to an amount not exceeding the cost of repair or replacement.

#### I The **Insurer** shall not be liable for loss from

- (a) shortage due to error or omission.
- (b) an unattended vehicle.
- (c) the use of counterfeit **Money**.
- (d) damage not within the Territorial Limits.
- (e) loss of **Money** not reported to the Police within 24 hours of discovery.
- (f) garages or outbuildings unless involving forcible or violent entry or exit from the **Guesthouse / Bed & Breakfast**. Losses due to mysterious disappearances or undefined circumstances will not be covered.

## Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

### We will pay for

### We will not pay for

The amount of any Excess shown in your schedule	
<p><b>I</b> (b) clothing and personal effects belonging to the <b>Insured</b> or any partner director or <b>Employee</b> of the <b>Insured</b> resulting from theft or attempted theft of <b>Money</b> subject to a maximum of £500 for any one loss.</p>	<p><b>I</b></p>
<p><b>J Freezer contents</b> The freezer and refrigerator <b>Contents</b> are insured against spoilage caused by accidental failure of the freezer and/ or refrigerator; refrigerator fumes escaping from the equipment; accidental failure of the electricity or gas supply.</p> <p>Limited to £1,000</p>	<p><b>J</b> Loss or damage</p> <ul style="list-style-type: none"> <li>(a) caused by the deliberate restriction or withholding of the electricity or gas supply by any supply authority</li> <li>(b) caused by any strike, lockout or industrial dispute.</li> <li>(c) damage to the freezer or refrigerator itself.</li> </ul>
<p><b>K Replacement of Title Deeds</b> £1,000 of cover towards the costs of preparing new title deeds for the building should they be lost or damaged as a result of an insured peril.</p>	<p><b>K</b></p>

## Section 2 - CONTENTS

### Accidental Damage Cover

Your Schedule tells You if this Section is in force.

#### We will pay for

##### 1 Accidental Damage to the Contents, Business Contents and Stock

Applicable only when property is occupied by the **Insured** or family.

**Our** liability in respect of **Valuables** shall not exceed 20% of the **Contents** sum insured in any one period of insurance.

Handheld computer games and consoles limited to £500.

#### We will not pay for

The amount of any Excess shown in your schedule

- 1 (a) Loss or damage to the **Contents** of the **Guesthouse / Bed & Breakfast** or any part of it occupied by paying **Guests**.
- (b) The cost of maintenance.
- (c) Damage caused by settlement or shrinkage of the **Buildings**.
- (d) Damage caused by subsidence or landslip.
- (e) Any loss, destruction or damage which is specifically excluded elsewhere in section 2 - Contents.
- (f) Damage to personal effects and clothing.
- (g) Deterioration of food.
- (h) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets, repair, cleaning, alteration, restoration, dyeing, depreciation or any gradually operating cause.
- (i) Damage caused by faulty workmanship or design or the use of defective materials.
- (j) Loss or damage by inherent defect and electrical or mechanical breakdown.
- (k) **Swimming pools / Hot tubs / Jacuzis** and **Swimming pool / Hot tub / Jacuzzi** covers.
- (l) Damage to **Portable computer(s)**. Unless specified on the Policy **Schedule** (cover at University specifically excluded).
- (m) Loss or damage to mobile phones unless specified on the Policy **Schedule**.
- (m) Damage to spectacles, contact lenses and corneal lenses.
- (n) Damage to dentures, dental related items and hearing aids. (Hearing aids excluded unless specified on the Policy **Schedule**).
- (o) Loss or damage caused by pollution.

## Section 2 - CONTENTS

### Accidental Damage Cover Extended to Guests

Your Schedule tells You if this Section is in force.

#### We will pay for

##### 1 Accidental damage to the Contents, Business

###### Contents and Stock

Applicable when loss or damage is caused by **Guests**.

**Our** liability in respect of **Valuables** shall not exceed 20% of the **Contents** sum insured in any one period of insurance

Handheld computer games and consoles limited to £500.

Limited to £3000 in any one loss.

#### We will not pay for

##### 1

- (a) The cost of maintenance.
- (b) Damage caused by settlement or shrinkage of the **Buildings**.
- (c) Damage caused by subsidence or landslip.
- (d) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets or any gradually operating cause.
- (e) Damage caused by faulty workmanship or design or the use of defective materials.
- (f) Any loss, destruction or damage specifically excluded elsewhere in Section 2.
- (g) Damage to personal effects and clothing.
- (h) Deterioration of food.
- (i) Loss or damage by inherent defect and electrical and mechanical breakdown.
- (j) **Swimming pools / Hot tubs / Jacuzzis** and **Swimming pool / Hot tub / Jacuzzi** covers.
- (k) Damage to **Portable computer(s)**. Unless specified on the Policy **Schedule**.
- (l) Loss or damage to mobile phones unless specified on the Policy **Schedule** (cover at University is specifically excluded)
- (m) Damage to spectacles, contact lenses and corneal lenses.
- (n) Damage to dentures, dental related items and hearing aids. (Hearing aids excluded unless specified on the Policy **Schedule**).
- (o) Loss or damage caused by pollution.
- (p) Damage caused by groups of more than 5 persons.

## Section 3 - PERSONAL EFFECTS AND VALUABLES (ALL RISKS)

Your Schedule tells You if this Section is in force.

### We will pay for

### We will not pay for

#### A Your Personal Unspecified Valuables, Personal Effects and Clothing (worldwide)

Accidental loss of or damage to **Your** Unspecified **Valuables**, Personal Effects, Clothing and Sports Equipment up to a maximum amount as shown on the **Schedule** with any single item up to £3,000.

Cover is limited to £1,000 for theft from any unattended motor vehicle per claim.

Handheld computer games and consoles limited to £500

The amount of any Excess shown in your schedule

Loss or damage listed under General Exclusions to Section 2.

#### A Loss or damage:

- (a) to compact discs, cassettes, or records worth more than £100 in total.
- (b) to sports equipment in the course of play.
- (c) to equipment and accessories for mountaineering, potholing, snow skiing, snow boarding, water skiing, parachuting, hang gliding, paragliding, windsurfing, sailboarding, surfboarding, skydiving and other watersports.
- (d) to credit cards.
- (e) to contact lenses or corneal lenses, spectacles.
- (f) to any mechanically propelled vehicles, motorcycles, trailers, caravans, boats, aircraft and their respective parts.
- (g) other than by forcible and violent entry in respect of items kept in a car or commercial vehicle unless they are non visible from the exterior and stored in the boot or a concealed luggage compartment and the vehicle locked and, where applicable, the alarm installation activated.
- (h) to mobile phones unless specified on the Policy **Schedule**.
- (i) to **Portable computer(s)**. Unless specified on the Policy **Schedule**.
- (j) to pedal cycles:
  - (i) to tyres, lamps or other accessories unless the pedal cycle is lost or damaged at the same time
  - (ii) while the pedal cycle is used for racing or is hired or lent to anyone
  - (iii) caused by theft unless in a building or securely locked to an immovable object.
  - (iv) limited to the specific value on the Policy **Schedule**.
- (l) to dentures, dental related items and hearing aids. (Hearing aids excluded unless specified on the Policy **Schedule**).
- (m) to jewellery or watches with a combined value greater than £3,001 unless such items are:
  - (i) being worn or,
  - (ii) being carried by hand under the close personal supervision of the **Insured**, or



## Section 3 - PERSONAL EFFECTS AND VALUABLES (ALL RISKS)

Your Schedule tells You if this Section is in force.

### We will pay for

### We will not pay for

The amount of any Excess shown in your schedule

Loss or damage listed under General Exclusions to Section 2.

(iii) deposited in bank or locked safe, unless the **Insured** is staying at an hotel or motel, when such items are to be kept in the main safe of the hotel or motel.

#### B Personal Money

Limited to £350 in any one period of insurance.

#### B

- (a) Loss of **Money** not reported to the Police within 24 hours of discovery.
- (b) Loss of **Money** from Garages or outbuildings or held for business or professional services.
- (c) Loss of **Guest(s)** personal **Money**.

## Section 4 - BUSINESS INTERRUPTION

Your Schedule tells You if this Section is in force.

### What is covered

#### Indemnity

In the event of loss as a result of interruption of, or interference with the business following loss or destruction or damage to the **Guesthouse / Bed and Breakfast** as a result of: a peril insured against under Section 1 (Buildings) or Section 2 (Contents); or loss, destruction or damage so caused being termed damage for which payment has been made or liability admitted by an **Insurer** under any insurance covering **Your** interest in the **Property** at the hotel against such loss, destruction or damage provided that such damage would not have been excluded by Section 1 (Buildings) or Section 2 (Contents) of this policy.

**We** will indemnify **You** against loss of **Gross Income** in accordance with the following provisions:

- (a) By paying for the indemnity period the amount by which the **Gross Income** during the indemnity period shall fall short of the **Gross Income** during the equivalent period immediately before the damage
- (b) By paying any reasonable additional expenses incurred in maintaining the **Gross Income** during the indemnity period but not more than the loss avoided under a) less any amount saved during the indemnity period in respect of reduced expenses due to the damage.

For the purpose of this section any adjustment implemented in current cost accounting will be disregarded.

In adjusting the amount paid, all variations or special circumstances affecting the business will be taken into account in order that the amount paid represents as nearly as practicable the results which would have been expected if the damage had not occurred.

If the damage occurs in the first trading year the payment under (a) will be based on the trading figures immediately prior to the loss.

No claim will be payable under this section unless **You**: take all action which may be reasonably practicable to minimize or check any interruption of, or interference with the business to avoid or diminish the loss.

Not later than 30 days after the expiry of the indemnity period (or within such further time as **We** may allow in writing) at **Your** own expense deliver to **Us** in writing a statement setting forth particulars of **Your** claim.

**Our** liability in respect to Business Interruption shall not exceed £25,000 in any period of insurance.

### What is not covered

Damage arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.

Indemnity will be void if the business is wound up, or continued by a liquidator or receiver, or permanently discontinued without **Our** consent.

Murder or suicide at the **Guesthouse / Bed & Breakfast**.

## Section 5 - PUBLIC & PRODUCTS LIABILITY

Your Schedule tells You if this Section is in force.

### What is covered

#### Special Note

For the purpose of this Section only, the Definition of **Policyholder/You/Your** shall include any person or persons who with **Your** permission temporarily occupy the **Guesthouse / Bed & Breakfast**.

#### The Cover

**You** will, subject to the Limit of Indemnity, be indemnified against all sums for which **You** may be legally liable to pay as compensation occurring during the Period of Insurance and arising out of ownership of the Premises or in the course of the Business as a **Guesthouse / Bed & Breakfast** accommodation provider in respect of:-

- (a) accidental **Bodily Injury** to any person.
- (b) accidental loss of or damage to material **Property** not belonging to **You** or in **Your** custody or control or any of **Your Guests** or employees occurring on or about the **Guesthouse / Bed & Breakfast**.
- (d) accidental nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water
- (e) wrongful arrest, detention, imprisonment, or eviction of any person, or invasion of the right of privacy
- (f) anything sold or supplied by **You** (or its container or packaging) due to its nature or condition

The maximum amount payable under this Section in respect of any one claim or series of claims arising out of any one event is defined in the **Schedule** and is in addition to costs and expenses incurred with **Our** written consent.

### What is not covered

#### Exclusions

**We** shall not indemnify **You** against liability: -

- (a) which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (b) for **Bodily Injury** to any person arising out of and in the course of employment or engagement by **You** or **Your family** other than for solely private domestic duties where the maximum amount payable is £5,000,000
- (c) arising out of **Your** employment profession or business other than **Your Guesthouse / Bed & Breakfast**.
- (d) arising out of the ownership of land or **Buildings** other than the **Guesthouse / Bed & Breakfast** detailed in the **Schedule**.
- (e) for loss or damage to **Property** belonging to **You, Your family** or any third party, that is not included in the sum insured in **Your Policy Schedule**.
- (f) arising in connection with the use ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms.
- (g) arising from the use ownership or possession of any mechanically propelled vehicle.
- (h) arising from pollution or contamination of any sort and however caused.
- (i) arising out of any incidents where **You** are entitled to indemnity under any other insurance except for the amount in excess of the limit payable (and for which payment has been agreed) under such other insurance.
- (j) for any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome(AIDS) and/or mutant derivatives or variations however caused.
- (k) arising from the ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991, the Dangerous dogs (Northern Ireland) Order 1991 or the Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation applies.

If your main residence is in the Republic of Ireland arising from the ownership or possession of an animal to which any section of the Control of Dogs Act 1986 or any amending legislation applies.

## Section 5 - PUBLIC & PRODUCTS LIABILITY

Your Schedule tells You if this Section is in force.

### 'Sudden and Unintended Pollution'

Although liability in respect of pollution is excluded in general terms from cover under this Policy, limited cover is provided by this Extension. Such cover is subject to all other provisions of this paragraph so far as they can be applied.

This section of the Policy is extended to cover liability at law of the **Policyholder** for damages and/or claimants costs in respect of accidental **Bodily Injury** or accidental damage to material property caused solely by:

#### **Pollution:**

Which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one period of insurance. All pollution which arises out of any one incident shall be treated as having taken place at the time such incident takes place.

#### **Limit of Liability**

**Our** liability for all damages payable by **You** under this Section to any claimant or number of claimants in respect of any one claim or all claims or a series arising out of one original cause shall not exceed the amount specified in the **Schedule**.

#### **Contractual Liability and Indemnity to principal**

**We** will subject otherwise to the terms exceptions conditions and **Endorsements** of this Policy indemnify **You** under any Section against liability in respect of **Bodily Injury** or loss or damage to **Property** as follows:

To the extent that any contract or agreement entered into by **You** with any Principal so requires **We** will:

- (a) Indemnify **You** against liability assumed by **You**
- (b) Indemnify the Principal in like manner to **You** in respect of the liability of the Principal arising out of the performance by **You** of such contract or agreement provided that:
  - (i) the conduct and control of claims is vested in **Us**
  - (ii) the Principal shall observe fulfil and be subject to the terms conditions and **Endorsements** of this Policy so far as they can apply
  - (iii) the indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause.

Where any indemnity is provided to any Principal **We** will treat each Principal and **You** as though a separate Policy has been issued to each of them provided that nothing in this clause shall increase the liability of **Us** to pay any amount in respect of any

one claim or during any one period of insurance in excess of the Limit of Indemnity.

#### **Indemnity to other persons**

In the event of **Your** death **Your** legal personal representative will be indemnified in respect of such liability incurred by **You**.

Any of **Your** domestic servants will be indemnified in the same manner.

## Section 6 - LEGAL EXPENSES (OPTIONAL)

This section is administered by Arc Legal Assistance Limited ("We/Us/Our") authority agreement with Inter Partner Assistance SA ("IPA"). IPA's liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other insurers proportion or in respect of any other cover part of this Policy.

*Your Schedule tells You if this Section is in force.*

### Legal & Tax Advice

**You** can use the helpline service to discuss any problem occurring under this policy within the United Kingdom, the Channel Islands and the Isle of Man.

Simply telephone **0344 770 1040** and quote "**860 Intasure - Guest House**".

### Counselling Assistance

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **Your** employees deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** employees general wellbeing.

Counsellors and information specialists are also trained to help **Your** employees with practical problems like debt.

The helpline is complemented by a comprehensive online information and support service, through which information and advice can be accessed on a range of issues and problems which often impact on everyday life. Topics are diverse and include relationships, childcare issues, consumer issues, stress, health and fitness. Information is updated regularly by a team of experienced counsellors and information specialists.

The Lifestyle Counselling Helpline can be accessed on **0344 770 1036** or via the Online Support Service by visiting **www.arclegal.co.uk/carefirst** where **Your** employee will be required to enter a username and password which is available from Intasure.

### How to make a claim

As soon as **You** have a problem that **You** may require assistance with under this insurance **You** should telephone the Helpline.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or accountant to act for **You** and Your problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting **www.arclegal.co.uk/informationcentre**.

Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Helpline.

### Customer Service

**Our** aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

#### Our contact details are:-

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD

Tel: 01206 615000

Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

#### The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel: 08000 234 567

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

### Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We or the **Insurer** cannot meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

## Section 6 - LEGAL EXPENSES (OPTIONAL)

Your Schedule tells You if this Section is in force.

### We will pay for

### We will not pay for

#### INSURED EVENTS

##### 1 EMPLOYMENT

- (a) Defending **You** in an employment dispute with an **Employee**, ex-**Employee**, prospective **Employee** or trade union acting on their behalf, arising from a breach or an alleged breach of their
  - (i) contract of service with **You** and/or
  - (ii) statutory rights under employment legislation
- (b) Pursuing a claim on behalf of the **Insured** that arises from a dispute with the **Insured's** current, former or prospective employer relating to the **Insured's** contract of employment or related statutory rights.

Provided that

- (i) in respect of any claim falling under the jurisdiction of an Employment Tribunal the **Insured** agrees to use the **appointed advisor** chosen by **us**
- (ii) an employment dispute is deemed to have occurred once all internal dismissal, disciplinary and grievance procedures as recommended by the Advisory Conciliation and Arbitration Service (ACAS) Code of Practice have been or ought to have been concluded.

##### 2 EMPLOYMENT COMPENSATION AWARDS

- Following a claim we have accepted under Insured Event 1a) any
- (a) basic and compensatory award made against **You** by a tribunal
  - (b) amount agreed by **us** in settlement of a dispute

Provided that

- (i) **reasonable prospects of success** exist for a wholly successful defence throughout
- (ii) in respect of any compensation payable for redundancy, alleged redundancy or unfair selection for redundancy **You** have sought and followed advice from **us** or **our** agent throughout including prior to serving any notice of a redundancy

the compensation is awarded by an Employment Tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument other than by consent or default, or is payable under a settlement approved in writing by **us**.

##### What is not insured under Insured Event 1

- 1) Any claim
  - (a) brought against **You** which arises from or relates to any transfer of business which falls under the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006
  - (b) for **legal costs & expenses** in respect of an internal disciplinary hearing or grievance
  - (c) any dispute relating solely to personal injury
- 2) In respect of Insured Event 1b) above **We** will not pursue a claim against **You**.

##### What is not insured under Insured Event 2

- Any Compensation Awards relating to
- 1) trade union activities, membership or non membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning European Works Council
  - 2) **Money** due to an **Employee** under a contract of employment or a statutory provision relating thereto
  - 3) **your** failure to comply with a reinstatement or re-engagement order
  - 4) a breach of the National Minimum Wage Act 1998
  - 5) civil claims or statutory rights relating to trustees of occupational pension schemes.

## Section 6 - LEGAL EXPENSES (OPTIONAL)

Your Schedule tells You if this Section is in force.

### We will pay for

### We will not pay for

#### INSURED EVENTS

##### 3 TAX PROTECTION

- (a) a formal aspect or full enquiry into the **Insured's** tax affairs
- (b) any appeal proceeding following an assessment by HM Revenue & Customs relating to Value Added Tax
- (c) a dispute about **your** compliance with regulations relating to:
  - Pay As You Earn, or
  - Social Security, or
  - National Insurance Contributions
 following a review by HM Revenue and Customs
- (d) a formal aspect or full enquiry into the personal tax affairs of **your** directors and/or partners

Provided that

- 1. all returns are completed and have been submitted within the statutory timescales permitted
- 2. in respect of aspect enquiries that arise from **your** business **You** are responsible for the first £250 of each and every claim

##### What is not insured under Insured Event 3

Any claim arising from or relating to

- 1) an investigation by the Special Civil Investigation Office or the Special Compliance Office of HM Revenue and Customs
- 2) an investigation under the Civil Investigation of Fraud procedure
- 3) a tax avoidance scheme
- 4) returns or accounts where the HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements or where **You** fall below the standard expected of a reasonably prudent businessman in keeping books and records.
- 5) **your** failure to register for VAT
- 6) the **Insured** engaging in a business or venture for gain apart from a full or aspect enquiry that arises from **your** business
- 7) the personal tax affairs of managers, officers and employees of **your** business other than where the **Insured** is **your** spouse or other family member that permanently lives with **You**

##### 4 PROPERTY

A dispute relating to material property which is owned by **You** or is **your** responsibility

- (a) following an event which causes or could cause physical damage to **your** material property including **your** principal home
- (b) following a public or private nuisance or trespass
- (c) and which **You** wish to recover or repossess from an **Employee** or ex-**Employee**

##### What is not insured under Insured Event 4

Any claim arising from or relating to

- 1) a contract between **You** and the third party except for claim under 4 c)
- 2) defending any claim brought against **You** unless defending a counter-claim
- 3) any claim relating to a motor vehicle whilst at **your** premises
- 4) goods in transit or goods lent or hired out
- 5) the compulsory purchase of, or restrictions or controls placed on **your** material property by any government, local or public authority

##### 5 COMPLIANCE & REGULATION

- (a) defending the **Insured** when dealing with the police or Health & Safety Executive before being charged in connection with a matter that arises from **your** business or from the **Insured's** work as an **Employee**
- (b) defending the **Insured** where an event that arises from **your** business or their work as an **Employee** (except a parking offence); leads to the **Insured** being prosecuted in a court of criminal jurisdiction
- (c) representing **You** following a notice by the relevant authority to alter, suspend, revoke or refuse to renew **your** statutory licence
- (d) appealing against the terms of a Statutory Notice served against **You**
- (e) representing the **Insured** at a formal investigation or disciplinary hearing by any trade association, professional or regulatory body

## Section 6 - LEGAL EXPENSES (OPTIONAL)

Your Schedule tells You if this Section is in force.

### We will pay for

### We will not pay for

- (f) defending **You** in a civil action alleging wrongful arrest arising from an allegation of theft
- (g) defending the **Insured** in a civil action for compensation under section 13 of the Data Protection Act 1998 including compensation awarded against **You**: provided that where a civil action is brought against **You**, **You** must be registered with the Information Commissioner
- (h) the **Insured's** loss of earnings while absent from work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the **appointed advisor** or whilst on Jury Service. The amount **We** pay shall not exceed £100 per day or part thereof less whatever is recoverable from the court or tribunal subject to a maximum limit of £1000.

### 6 EMPLOYEES' EXTRA PROTECTION

At **your** request

- (a) defending the **Insured** in civil proceedings under legislation for unlawful discrimination on the grounds of sex, race, disability, sexual orientation, age, religious belief or political opinion
- (b) defending an **Employee** as a trustee of a pension fund set up for the benefit of **your** employees
- (c) pursuing a claim following an event causing the **Insured Bodily Injury**. Unless the **Insured** is **your** spouse or another member of **your family** who permanently lives with **You** the event must arise from **your** business activities.

### 7 CONTRACT & DEBT RECOVERY

A breach or alleged breach of an agreement or alleged agreement which has been entered into by

- a) **You** or on **your** behalf in connection with **your** business
- b) **You**, **your** spouse or another member of **your family** who permanently lives with **You** in a private and personal capacity for the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services

Provided that in respect of 7 a) above

- (i) the amount in dispute exceeds £200
- (ii) if the amount in dispute exceeds £5,000 **You** are responsible for the first £500 in each and every claim
- (iii) in respect of a claim for an undisputed debt
  - **You** notify us within 90 days of the **Money** becoming due and payable
  - **You** have exhausted **your** normal credit control procedures

### What is not insured under Insured Event 7

Any claim relating to

- 1) computer software or systems which have been tailored to **your** requirements
- 2) the sale or provision of computer hardware, software, systems or services by **You**
- 3) the letting, leasing or licencing of land or **Buildings** where the **Insured** acts as the landlord
- 4) the sale or purchase of any land or **Buildings**
- 5) loans, mortgages, endowments, pensions or any other financial or investment product
- 6) the settlement payable under an insurance policy
- 7) other than where the contract relates to **your** business
  - (a) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 including VAT
  - (b) a contract involving a motor vehicle
- 8) any claim that would be covered under Insured Event 1

### 8 IDENTITY THEFT

A dispute arising from the use of the **Insured's** personal information without their permission to commit fraud or other crimes

### What is not insured under Insured Event 8

Any **Money** claimed, goods, loans or borrowings, or other property or equivalent costs obtained as a result of the identity theft



## Section 6 - LEGAL EXPENSES (OPTIONAL)

Your Schedule tells You if this Section is in force.

### We will pay for

#### YOUR POLICY COVER

This policy is evidence of the contract between **You** and the **insurer**. It is based on the information given to **us** by or for **You** when **You** applied for this insurance. The policy and any endorsement that may attach to this policy shall be read together as one document.

#### WHAT IS INSURED

For all Insured Events the **insurer** will pay the **Insured's legal costs & expenses** (and Compensation Awards under Insured Event 2) up to the **limit of indemnity** of £100,000, including the cost of appeals provided that:

- 1) **You** have paid the insurance premium
- 2) the Insured Event occurs within the **territorial limit**
- 3) the claim
  - always has **prospects of success**
  - is reported to **us**
    - during the **period of insurance**
    - immediately after the **Insured** first becomes aware of circumstances which could give rise to a claim under this policy
- 4) unless there is a conflict of interest, the **Insured** always agrees to use the **appointed advisor** nominated by **us** in any claim
  - falling under the jurisdiction of an Employment Tribunal or the **small claims court**, and/or
  - prior to the issue of legal proceedings
- 5) any proceedings or hearing are dealt with by a court, tribunal or other body that we agree to, in the **territorial limit**
- 6) in respect of a claim under Insured Events 1, 6c and 7 the **Insured** enters into a **conditional fee agreement** with the **appointed advisor** or the **appointed advisor** enters into a **collective conditional fee agreement** with **us** if the claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the **small claims court** or an Employment Tribunal.

### We will not pay for

#### WHAT IS NOT INSURED

The **Insured** is not insured for any claim arising from or relating to:

- 1) **Legal Costs & Expenses** or Compensation Awards incurred before **We** accept a claim
- 2) any actual or alleged act, omission or dispute occurring prior to, or existing at the inception of the policy, and which the **Insured** knew or ought reasonably to have known could give rise to a claim under this policy
- 3) an allegation against the **Insured** involving:
  - assault, violence or dishonesty;
  - malicious falsehood;
  - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
  - illegal immigration;
  - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences).
- 4) the defence of legal proceedings relating to
  - damages for personal injury (other than injury to feelings under Insured Event 1),
  - loss or damage to **Property** owned by the **Insured**
  - **your** business that arise from a breach or alleged breach of professional duty
- 5) fines, penalties or compensation awarded against the **Insured** except as covered under Insured Events 2 or 5 (g)
- 6) costs awarded against the **Insured** by a court of criminal jurisdiction following a conviction
- 7) patents, copyright, trade marks, passing-off, trade or service marks, registered designs, secrecy and confidential information
- 8) a dispute with any subsidiary, parent, associated or sister company or between shareholders, partners of **your** business or **your family** members
- 9) where the amount in dispute is less than £100
- 10) a franchise agreement
- 11) a judicial review
- 12) a dispute with **us** or the **insurer** not dealt with under Condition 6

## Section 6 - LEGAL EXPENSES (OPTIONAL)

Your Schedule tells You if this Section is in force.

### We will pay for

### We will not pay for

13) defamation

- 14) a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
- e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this Policy, the burden of proving the contrary shall be upon the **Insured**.

## Section 6 - LEGAL EXPENSES (OPTIONAL)

Your Schedule tells You if this Section is in force.

### CONDITIONS

Failure to keep to any of these conditions, without good reason, will lead the **insurer** to cancel **your** policy, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **legal costs & expenses** from the **Insured** if this happens

#### 1. The Insured's responsibilities

An **Insured** must

- a) observe and keep to the terms of the policy
- b) not do anything that hinders **us** or the **appointed advisor**
- c) tell **us** immediately after first becoming aware of any cause, event or circumstances which could give rise to a claim under this policy
- d) tell **us** immediately of anything that may materially alter our assessment of the claim
- e) cooperate fully with the **appointed advisor** and **us**, give the **appointed advisor** any instructions **We** require, and keep them updated with progress of the claim
- f) provide **us** with everything **We** need to help **us** handle the claim
- g) take reasonable steps to recover **legal costs & expenses** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to them
- h) tell the **appointed advisor** to have the **legal costs & expenses** assessed or audited if **We** require
- i) minimise any **legal costs & expenses** and try to prevent anything happening that may cause a claim
- j) allow the **insurer** at any time to take over and conduct in the **Insured's** name any claim, proceeding or investigation

#### 2. The appointed advisor

- a) In certain circumstances as set out in 2 c) below the **Insured** may choose an **appointed advisor**. In all other cases no such right exists and **We** shall choose the **appointed advisor**.
- b) Where the **Insured** wishes to exercise their right to choose, they should write to **us** with their nominated representative's contact details. The **Insured's** chosen **appointed advisor** must agree to act under our standard terms of business and cooperate with **us** at all times.
- c) If **We** agree to start legal proceedings and the court requires any representative to be legally qualified, or there is a conflict of interest, the **Insured** may choose a suitably

qualified **appointed advisor**. The right of the **Insured** to choose never applies to Employment Tribunal, Tax or small claims court claims unless there is a conflict of interest.

- d) If the **appointed advisor** refuses, with good reason to continue acting for the **Insured**, the **Insured** dismisses the **appointed advisor** without good reason, or the **Insured** withdraws from the claim without our agreement, cover will end immediately unless **We** agree to appoint another **appointed advisor**.
- e) The **appointed advisor** must enter into a **conditional fee agreement** with the **Insured** or a **collective conditional fee agreement** with **us** if a claim under Insured Events 1, 6c and 7 will be decided in a Court within England & Wales and falls outside the jurisdiction of the **small claims court** or an Employment Tribunal

#### 3. Our consent

**We** must give our written consent to the **Insured** to incur any **legal costs & expenses** or Compensation Awards. The **insurer** does not accept any liability for **legal costs & expenses** or Compensation Awards incurred without **our** written consent.

#### 4. Settlement

- a) The **insurer** has the right to settle the claim by paying the value of the **Insured's** claim
- b) The **Insured** must not negotiate, settle the claim or agree to pay any **legal costs & expenses** without **our** written agreement
- c) If the **Insured** refuses to settle the claim following
  - (i) a reasonable offer, or
  - (ii) advice to do so from the **appointed advisor** the **Insurer** may refuse to pay further **legal costs & expenses**

#### 5. Counsel's Opinion

**We** may require the **Insured** to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the **Insured** then the **insurer** will pay for the opinion.

#### 6. Arbitration

If there is a dispute between the **Insured** and **us** about the handling of a claim or the choice of an **appointed advisor**, the matter must be referred through our formal complaints procedure which is explained on page 27 of this policy. **We** will do our best to address the **Insured's** concerns. If the matter remains unresolved the **Insured** can ask the Financial

## Section 6 - LEGAL EXPENSES (OPTIONAL)

Your Schedule tells You if this Section is in force.

Ombudsman Service to review provided that the complaint falls within their jurisdiction. (Contact details are shown on page 27 of this policy). independent solicitor to be chosen jointly by the parties. If an independent arbitrator cannot be agreed upon, then an arbitrator will be appointed by the president of the Law Society of England & Wales. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding.

### 7. Other Insurance

The **insurer** will not pay for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist

### 8. Fraud

In the event of fraud, **we**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to the **insured** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **us**
- d) Will no longer be liable to the **insured** in any regard after the fraudulent act.

### 9. Cancellation

**You** may cancel the policy at any time by giving at least 21 days' written notice to **us**. The **insurer** will refund part of the premium for the unexpired period unless the **Insured** has notified a claim which has been or is subsequently accepted under this Policy in which case no return of premium shall be allowed.

The **insurer** may cancel the policy at any time by giving **You** at least 21 days' written notice. The **insurer** will refund part of the premium for the unexpired period.

### 10. Acts of Parliament & Jurisdiction

All Acts of Parliament referred to within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

This policy will be governed by English Law.

### 11. Data Protection Act 1998

It is agreed by the **Insured** that any information provided to **us** &/or the **Insurer** regarding the **Insured** will be processed

by **us** &/or the **Insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

### 12. Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

### 13. Warranties

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the **Insurer** cannot rely on the breach of such term to exclude, limit or discharge its liability if the **insured** shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If the **Insured** breaches any warranty in this Policy, the **Insurer's** liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The **Insurer** will have no liability to the **Insured** for any loss which occurs, or which is attributable to something happening,

### 14. Disclosure

If you fail to disclose relevant information or **you** disclose false information in relation to this policy, **we**, or Intasure, may:

- a) Cancel the contract and keep the premiums if the **disclosure breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **disclosure breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **disclosure breach** been known
- d) Proportionately reduce the amount **you** are entitled to in the event of a successful claim if a higher premium would have been charged had the **disclosure breach** been known.

## Section 6 - LEGAL EXPENSES (OPTIONAL)

Your Schedule tells You if this Section is in force.

### 15. Change in law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **we** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **we** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

### MEANING OF WORDS & TERMS

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

#### Appointed advisor

The solicitor, accountant, or other advisor appointed by **us** to act on behalf of the **Insured** under the terms of the policy.

#### Conditional fee agreement

The separate agreement between the **Insured** and the **appointed advisor** for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999), the format and contents of which have been agreed to by **us** before it is entered into.

#### Collective conditional fee agreement

The separate agreement between the **appointed advisor** and **us** for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999) which does not refer to specific proceedings but which provides for the **appointed advisor's** fees and expenses to be payable on a common basis.

#### Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

#### Insured

For claims that arise from **your** business activities:

- (a) **You, your** directors, partners, managers, officers and employees of **your** business
- (b) the estates, heirs, legal representatives or assigns of any

persons mentioned in (a) in the event of such person dying

- (c) a person declared to **us**, who is contracted to perform work for **You**, who is in all other respects insured by **You** on the same basis as **your** other employees and who performs work under **your** supervision

For claims that do not arise from **your** business activities

- (a) **You** in **your** personal capacity,
- (b) **your** spouse and
- (c) other relatives permanently living with **You** in **your** principal home.

#### Insurer

Inter Partner Assistance SA, a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

#### Legal costs & expenses

- 1) In respect of all Insured Events other than as provided for in 2) & 3) below
  - a) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **appointed advisor** on the Standard Basis and agreed in advance by **us**
  - b) Reasonable accountancy fees, disbursements and other costs reasonably incurred by the **appointed advisor** and agreed in advance by **us**
  - c) Other side's costs incurred in civil claims where the **Insured** has been ordered to pay them or pays them with **our** agreement
- 2) In respect of Insured Events 1, 6c and 7 where the claim is brought within England & Wales and falls outside the jurisdiction of the **small claims court** or an Employment Tribunal reasonable legal costs reasonably and proportionately incurred by the **appointed advisor** on the Standard Basis and agreed in advance by **us**
- 3) The **Insured's** loss of earnings incurred under Insured Event 5 h).

#### Limit of indemnity

The maximum legal costs & expenses and Compensation Awards payable by the **insurer** in respect of all claims related by time or original cause, is £100,000. In respect of Compensation Awards the maximum amount payable by the **insurer** in respect of all claims aggregated in any one period of insurance is £1,000,000.

#### Period of insurance

The period as shown in **your** Commercial Policy to which this policy attaches.

## Section 6 - LEGAL EXPENSES (OPTIONAL)

*Your Schedule tells You if this Section is in force.*

### **Prospects of success**

In civil proceedings and criminal prosecution claims (except where the **Insured** pleads guilty), where the **Insured** has a greater than 50% chance of successfully pursuing or defending their claim. If the **Insured** is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any Judgment that might be obtained.

In criminal prosecution claims where the **Insured** pleads guilty, where there is a greater than 50% chance of successfully mitigating the **Insured's** sentence or fine.

In tax claims, any dispute or appeal where the **Insured** has a greater than 50% chance of being successful.

In all claims involving an appeal, where the **Insured** has a greater than 50% chance of being successful.

### **Small Claims Court**

A court in England & 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. A Sheriff court in Scotland where the sum in dispute is less than £3,000 or a court in Northern Ireland where the sum in dispute is less than £2,000.

### **Territorial limit**

For Insured Events 5 and 7 the United Kingdom, Channel Islands, Isle of Man and countries in the European Union.

For all other Insured Events the United Kingdom, Channel Islands and the Isle of Man.

### **We/us/our**

Arc Legal Assistance Limited.

### **You/your**

The Company named in the Commercial Policy to which this policy attaches, including any subsidiary &/or associated companies declared to **us** and/or the person who purchased this insurance.

## GENERAL CONDITIONS (applicable to Sections 1 to 5)

### GENERAL CLAIMS CONDITIONS

#### 1 Action by the Insured

In the event of any loss or damage the **Insured** shall:

- (a) Notify **Us** immediately, or at most within 21 days of discovery.
- (b) Notify police authorities immediately of any malicious damage/theft or within 24 hours of discovery or knowledge of same.
- (c) Undertake all steps to minimize the damage and prevent further damage occurring.
- (d) Provide to **Us**;
  - (i) Full information concerning the damage/loss occurs;
  - (ii) All proofs and information made to the claim as may be required/requested;
  - (iii) If requested a statutory declaration of the truth of the claim;
  - (iv) Allow any third party as required by **Us** access to the **Property** and/or full information regarding the loss or damage.

#### 2 Fraud

If the **Insured** makes a fraudulent claim under this policy the **Insurers** shall not be liable to pay the **Insured** any sums in respect of the fraudulent claim. The **Insurers** may recover from the **Insured** any sums that the **Insurers** have already paid to the **Insured** in respect of the fraudulent claim. The **Insurers** may by notice to the **Insured** treat this Policy as terminated with effect from the date of the **Insured's** fraudulent act.

### GENERAL CONDITIONS

#### 1 Cancellation

##### Cancelling this Insurance

**You** can cancel this insurance at any time by writing to **Us**.

**We** can cancel this insurance by giving **You** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non payment of premium;
- a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- non-cooperation or failure to supply any information or documentation **We** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

#### 2 Instalment/Direct Debit

If **You** pay **Your** premium by Direct Debit and there is any default in payment **We** may cancel the Policy by giving notice in accordance with Condition 1 - Cancellation. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

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. In any event a due proportion of the premium and administration charge shall be payable for the period of cover provided.

#### 3 Conditions Precedent

The due observance of the terms, provisions, conditions and endorsements of this Policy by **You** in so far as they relate to anything to be done or complied with by **You** shall be a condition precedent to **Our** liability to make any payment under this Policy.

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the **Insurer** cannot rely on the breach of such term to exclude, limit or discharge its liability if the **insured** shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

# GENERAL CONDITIONS (applicable to Sections 1 to 5)

## GENERAL CONDITIONS

If the **Insured** breaches any warranty in this Policy, the **Insurer's** liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The **Insurer** will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the **Insurer's** liability is suspended.

### 4 Other Insurances

(a) Section 1 - Buildings and Section 2 - Contents; Section 3 - Personal Effects and Valuables (All Risks)

If at the time of any damage resulting in a loss under these Sections there be any other insurance effected by **You** or on **your** behalf covering such loss or any part of it, our liability hereunder shall be limited to our rateable proportion of such

(b) Section 5 - Public & Products Liability.

If the liability which is the subject of a claim under this Section is or would but for the existence of this Section be insured under any other insurance **We** shall not be liable under this Section except to the extent of any excess beyond the amount payable under such other insurance had this Section not been effected.

### 5 Reasonable Precautions

**You** shall at all times take reasonable precautions necessary to avoid or reduce any loss.

### 6 Protection Maintenance

Any protections provided for the safety of the insured **Property** shall be maintained throughout the currency of this insurance and shall be in use at all times when the **Guesthouse / Bed & Breakfast** is left unattended.

### 7 Changes to Circumstances

**You** must take all reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** policy.

Please tell **Us** within 14 days of becoming aware of any changes to the information **You** provided when applying for this insurance. Please contact **Us** if **You** require a copy of **Your** Statement of Fact or **Your** Schedule.

**You** must also tell **Us** within 14 days of becoming aware:

- of any intended alterations, extension or renovation to the **Buildings**. **You** do not need to tell **Us** about internal alterations to the **Buildings**.
- of any change that may result in an amendment to the amounts insured or the limits that are shown in **Your**

### Schedule.

- of any change to the use of the **Home**, e.g. if the **Buildings** are to be lent, let or sub-let.
- of any change to the occupancy of the **Buildings** e.g. if the **Buildings** are to stop being **Your** permanent residence or are to be **Unoccupied** or
- that any member of **Your** household or any person to be insured by this policy is charged with, or convicted of a criminal offence (other than motoring offences).

When **We** are notified of a change, **We** will tell **You** whether this affects **Your** policy, e.g. whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **Your** policy. If **We** are not able to accept the change and it becomes necessary to cancel this insurance, **We** will do so as described within the cancellation conditions contained within the policy.

### Important Notice:

Please note that if the information provided by **You** is not complete and accurate **We** may:-

- cancel **Your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any excess, or
- revise the extent of cover or terms of this insurance.

### 8. Several Liability

The liability of the **Insurers** is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of **Insurers**. The **Insurers** are not responsible for the subscription of any co-subscribing **insurers** or any other **insurer** or co-insurer who for any reason does not satisfy all or part of its obligations.



## GENERAL EXCLUSIONS (applicable to Sections 1 to 5)

### We will not pay for

#### 1 Radioactive Contamination

Any expense, consequential loss, legal liability or any loss or damage to **Property** directly or indirectly arising from:

- (a) Ionising radiations 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 properties of any explosive nuclear assembly or nuclear component thereof.

#### 2 Sonic Bangs

Any loss, destruction or damage directly occasioned by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

#### 3 War

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

#### 4 Terrorism

Harm or damage to life or to **Property** (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event Terrorism is defined as any act or acts including but not limited to

- (a) The use or threat of force and/or violence and/or
- (b) Harm or damage to life or to **Property** (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological mean caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

5 Any action taken in controlling preventing suppressing or in any way relating to (a) or (b) above.

#### 6 Property Ownership

The Policy excludes loss and/or damage caused to the **Property** and any **Contents** as a direct result of any dispute over the ownership of the **Property**.

#### 7 Asbestos

Any legal liability of whatsoever nature directly or indirectly caused by, or contributed to, or arising from;

- (i) inhalation and/or ingestion of asbestos or exposure to asbestos or the existence of or the harmful nature of asbestos or health hazards associated with asbestos or any allegation or concern in relation thereto
- (ii) the presence of asbestos in any building and/or structure and /or on land and/or in the ground or the removal or mitigation of such asbestos or any obligation to investigate control or take action in respect of such asbestos.

It is further agreed that this insurance shall not apply to;

- (a) any obligation to defend any claim proceedings or suit brought against the **Insured**
- (b) costs or expenses of whatsoever nature as a result of any matter referred to in paragraphs (i) or (ii) above.

The term asbestos shall include asbestos, asbestos fibres, derivatives of asbestos or any substance of compound containing asbestos or asbestos waste.

## SETTLEMENT OF CLAIMS (applicable to Sections 1 to 5)

### BUILDINGS

**We** will at our option pay the cost of repair or replacement, subject to repair or rebuilding being carried out provided that, at the time of loss or damage, the Sum Insured is not less than the rebuilding cost and the **Buildings** are in good repair.

The rebuilding cost is the cost of rebuilding the **Buildings** in the same size and style and condition as when new, including the additional costs described in paragraphs C and D of this Section 1.

The total amount payable under paragraphs A and B will not exceed the Sum Insured.

If the **Buildings** are not in good repair or if repair or replacement is not carried out **We** will at our option:

- (a) Pay the cost of repair or replacement less a deduction for wear and tear and depreciation
- or**
- (b) Pay for the reduction in market value caused by the loss or damage.

The Sum Insured will not be reduced by the amount of any claim.

### Underinsurance

If the Sum Insured is less than the rebuilding cost **We** will only pay the same proportion of the loss or damage as the Sum Insured bears to the full rebuilding cost.

For example, if the Sum Insured represents only one half of the rebuilding cost **We** will only pay for one half of the amount lost or damaged.

This provision will not be applied where:

- (a) The total claim does not exceed £500.
- (b) At the time of a claim the Sum Insured represents more than 85% of the full rebuilding cost and subject to **You** re-valuing the Sum Insured thereafter.
- (c) Cover is provided in addition to Community Insurance.

### Matching Items

**We** will not pay the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature colour or design when Damage occurs within a clearly identifiable area or to a specific part.

### Total Loss

In the case of a total loss, three estimates would be taken to rebuild the **Property** as detailed on the policy **Schedule** under the limits of the total Sum Insured stated on the **Schedule** and commensurate with the **Property** description provided. Where the insured **Property** is part of multiple properties (blocks of flats) and no communal insurance cover (represented by the criteria of endorsement HH912) is in place the underwriter will award a cash equivalent based on the insured proportion of the total rebuild costs. This would be at the sole discretion of the underwriter.

### CONTENTS – Including Personal Effects and Valuables

**We** will at our option pay the cost of repair or for replacement as new provided that, at the time of loss or damage, the Sum Insured is not less than the full replacement cost.

The full replacement cost is the cost of replacing all **Contents** as new less an amount for wear, tear and depreciation on clothing and household linen.

In respect of any one claim **We** will not pay more than:

- (a) The Sum Insured as stated on **Your Schedule**
- (b) Our liability in respect of **Valuables** shall not exceed 20% of the **Contents** sum insured in any one period of insurance
- (c) The **Single article limit** of £3,000 for items of **Contents** within the **Guesthouse / Bed & Breakfast** unless otherwise shown in the **Schedule**
- (d) The **Single article limit** of £3,000 for **Personal Effects** and **Valuables** covered, under section 3, whilst away from the **Guesthouse / Bed & Breakfast**.
- (e) Our liability in respect of **Entertainment equipment** shall not exceed 40% of the **Contents** sum insured.

The Sum Insured will not be reduced by the amount of any claim.

### Underinsurance

If the Sum Insured is less than the full replacement cost **We** will only pay the same proportion of the loss or damage as the Sum Insured bears to the full replacement cost.

For example, if the Sum Insured represents only one half of the full replacement cost **We** will only pay for one half of the amount lost or damaged.

This provision will not be applied where:

- (a) The total claim does not exceed £500
- (b) At the time of a claim the Sum Insured represents more than 85% of the full replacement cost and subject to **You** re-valuing the Sum Insured thereafter.

### Matching Items

**We** will not pay the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature colour or design when Damage occurs within a clearly identifiable area or to a specific part.

# SETTLEMENT OF CLAIMS (applicable to Sections 1 to 5)

## General

### 1 Loss of or Damage to Property

In the event of loss of or damage to **Property** likely to result in a claim **You** must:

- (a) Immediately report to the police any theft, malicious damage, vandalism or loss of **Property**.
- (b) Notify **us** by telephone or letter without unnecessary delay.
- (c) At **your** expense provide full details of the claim within 30 days.
- (d) Supply **us** with full details of the claim within 30 days.
- (e) Take all reasonable steps to minimise loss or damage and take all practical steps to recover lost **Property** and discover any guilty person.

### 2 Legal Liability

In the event of any accident or incident likely to result in a legal liability claim **You** must:

- (a) Advise **us** immediately and as soon as possible provide full written details and assistance as requested by **us**.
- (b) Immediately send to **us** any letter, writ, summons or other legal document issued against **You** and **your family**.
- (c) Not negotiate, pay, settle, admit or deny any claim without **our** written consent.

### 3 Our Rights

In the event of a claim **We** may:

- (a) Enter into and inspect any building where loss or damage has occurred and take charge of any damaged **Property**. No **Property** may be abandoned to **us**.
- (b) Take over and control any proceedings in **your** name for **our** benefit to recover compensation from any source or defend proceedings against **You**.

### 4 Recovery of Lost or Stolen Property

If any lost or stolen **Property** is recovered **You** must let **us** know as soon as reasonably possible by recorded delivery.

If the **Property** is recovered before payment of the claim **You** must take it back and **We** will then pay for any damage.

If the **Property** is recovered after payment of the claim it will belong to **us** but **You** will have the option to retain it and refund any claim payment to **us**.

### 5 Governing Law

There is a choice of law for this insurance, but unless **We** agree otherwise English Law applies.

## ENDORSEMENTS (applicable to Sections 1 to 5)

The endorsements shown below, only apply to Your Policy if the endorsement number is specified in Your Policy **Schedule** and they are subject to the terms, conditions and limitations of this Policy.

### HH907

#### SECURITY ENDORSEMENT (STANDARD)

Whenever the **Guesthouse / Bed & Breakfast** is left unattended or **Unoccupied We** will not pay for loss or damage unless:

##### Exit doors

The final exit door is fitted with and has in operation a:

- mortice deadlock **or**
- cylinder rim lock **or**
- multi-point locking system

##### Doors

All other external doors (excluding patio doors) and any access doors from adjoining or integral garages are fitted with and have in operation either:

- mortice deadlock **or**
- cylinder rim lock **or**
- multi-point locking system
- security bolts fitted top and bottom

##### Patio doors

Sliding patio doors are fitted with and have in operation either:

- key-operated sliding door locks top and bottom **or**
- deadlock or catches securing into the frame operated by an internal handle **or**
- any internal patio door lock, or key operated lock mounted internally on the central rails

##### Windows

All ground floor, basement and accessible upper floor windows are fitted with and have in operation:

- lever operated window locks **or**
- catches **or**
- shutters **or**
- metal grilles embedded into the wall

### HH908

#### SECURITY ENDORSEMENT (OVER-RIDER)

The Security Endorsement HH907 is set aside in consideration of the alternative security as advised either in the original Proposal Form or in correspondence either from the **Policyholder** or the placing Broker.

Although the wording has been amended it is incumbent upon the **Insured** to maintain the security in a good working order and to advise **us** if any major changes take place in the future.

### HH909

#### SECURITY ENDORSEMENT (EIGHT WEEKS SET ASIDE)

The Security Endorsement HH907 will be set aside for a period of eight weeks from inception or the renewal date to enable the **Policyholder** to arrange for the required security to be installed.

### HH910

#### EARTHQUAKE EXCLUSION

We do not cover loss or damage caused by earthquake or volcanic eruption.

### HH912

#### COMMUNAL AREAS

The policy is extended in respect of the **Insured's** proportion to include all commercial areas, common parts and community swimming pools attached to the block of apartments or properties to which the complex allows legitimate access.

Any commercial premises/activities that are included under the HH912 endorsement are protected under the Property Owner's Liability. Public liability for the commercial activities is expressly excluded.

### HH915

#### PEDAL CYCLES

**We** will not pay for:-

- loss or damage while being used for track racing or trade purposes.
- theft unless in a building or securely locked to an immovable object.
- loss of or damage to accessories unless caused by an accident to the pedal cycle or unless the pedal cycle is stolen or destroyed by fire at the same time.

### HH916

#### STILLAGE CLAUSE

It is a condition precedent to **Our** liability that in respect of items stored or contained in the basement area or underground garage of the premises that they are stored at least 15cm off the floor and any exposed water pipes in the basement area or underground garage are suitably lagged.

### HH918

#### MACHINERY LIABILITY

In consideration of cover being extended to include a golf buggy, garden tractor or electric cycle, Section 5 - Public and Products Liability Exclusion (g) is deleted and further that the limit of indemnity extends beyond the confines of the **Property**, but not beyond the territorial limit of the country in which the **Property** is situate. In respect of France liability is excluded.

### HH920

#### FLOOD - INCREASED POLICY EXCESS

**Our** liability in respect of a claim for Flood Damage is subject to a £2,500 policy **excess** or 20% co-insurance contribution from the **insured**, whichever is the greater. This **endorsement** will apply to each and every claim for Flood.

## ENDORSEMENTS (applicable to Sections 1 to 5)

### HH922

#### BELLS ONLY ALARM WARRANTY

It is a condition precedent to **Our** Liability in respect of loss or damage involving theft or attempted theft that:

- (a) The burglar alarm installed at **your Guesthouse / Bed & Breakfast** be maintained in an efficient condition.
- (b) The burglar alarm be put into operation whenever **your Guesthouse / Bed & Breakfast** is left unattended when no **Guests** are in residence.

### HH926

#### ACCIDENTAL DAMAGE COVER (INSURED AND FAMILY)

The Policy is extended to provide accidental damage cover under Section 1 - Buildings and Section 2 - Contents.

The Cover is subject to the policy standard **Excess**.

### HH927

#### RESTRICTION OF COVER BUILDINGS CLAUSE

Cover under Section 1 Buildings is limited to A1 (Fire, Lighting, Explosion, Subterranean Fire) only. An **Excess** of £1,000 will also apply.

Any works carried out by a contractor will be excluded:

For the purpose of this exclusion a contractor is defined as any person, company or organization working at or on the **Property**, including where **You** are working in your capacity as professional tradesman.

### HH928

#### RESTRICTION OF COVER CONTENTS CLAUSE

Cover under Section 2 Contents is limited to A1 (Fire, Lighting, Explosion, Subterranean Fire) only. An **Excess** of £1,000 will also apply.

Any works carried out by a contractor will be excluded:

For the purpose of this exclusion a contractor is defined as any person, company or organization working at or on the **Property**, including where **You** are working in your capacity as professional tradesman.

### HH929

#### THEFT COVER (GUESTS)

Section 1 - Buildings A 7 and Section 2 - Contents A 7 Theft or Attempted Theft has been extended to include Theft or Attempted theft by **Guests**. Cover is subject to a £500 **Excess** or the policy standard **Excess** whichever is the greater. Cover is not included in respect of Valuables.

### HH931

#### ACCIDENTAL DAMAGE COVER (GUESTS)

Section 1 - Buildings Optional Accidental Damage Cover and Section 2 - Contents Optional Accidental Damage Cover has been extended to include Accidental Damage caused by **Guests**. The Cover is subject to the policy standard **Excess**.

### HH932

#### CENTRAL STATION MONITORED ALARM WARRANTY

It is a condition precedent to **Our** Liability in respect of loss or damage involving theft or attempted theft that:

- (a) The burglar alarm installed at **your Guesthouse / Bed & Breakfast** be maintained in an efficient condition.
- (b) The burglar alarm be put into operation whenever **your Guesthouse / Bed & Breakfast** is left unattended when no **Guests** are in residence.
- (c) **You** shall notify **us** immediately if written notice is received from the alarm receiving station warning of withdrawal of their response to calls from the Alarm.

### HH933

#### NON ADMITTED ENDORSEMENT

This insurance contract is negotiated and made in the United Kingdom between **You** and **us**, authorised to conduct insurance business in the United Kingdom. **You** acknowledge that no solicitation for the insurance has been made by **us** outside of the United Kingdom, that the contract is subject to English law and jurisdiction and that claims are payable in the United Kingdom. **You** acknowledge that any applicable future taxes (local) will be paid by **You** directly to the appropriate authority.

This will only apply in the year of notification by the local tax authorities. In all subsequent years Intasure will incorporate the local taxes within the premium.

### HH950

#### SUBSIDENCE COVER EXCLUSION

Subsidence, landslip and heave are excluded on this policy. This endorsement also excludes loss of rent cover and emergency accommodation and travel costs cover as a result of this uninsured loss.

### HH951

#### FLOOD COVER EXCLUSION

Flood cover is excluded on this policy. This endorsement also excludes loss of rent cover and emergency accommodation and travel costs cover as a result of this uninsured loss.

### HH952

#### RESTRICTION OF COVER BUILDINGS CLAUSE

Cover under Section 1 Buildings is limited to A1 (Fire, Lightning, Explosion, Subterranean Fire, Storm & Collision) only. An **Excess** of £1,000 will also apply.

Any works carried out by a contractor will be excluded:

For the purpose of this exclusion a contractor is defined as any person, company or organization working at or on the **Property**, including where **You** are working in your capacity as professional tradesman.

## ENDORSEMENTS (applicable to Sections 1 to 5)

### HH953

#### RESTRICTION OF COVER CONTENTS CLAUSE

Cover under Section 2 Contents is limited to A1 (Fire, Lightning, Explosion, Subterranean Fire, Storm & Collision) only. An **Excess** of £1,000 will also apply.

Any works carried out by a contractor will be excluded:

For the purpose of this exclusion a contractor is defined as any person, company or organization working at or on the **Property**, including where **You** are working in your capacity as a professional tradesman.

### HH955

#### STANDARD UNOCCUPIED WARRANTY

In respect of any vacant premises or parts of premises which are vacant:

- (a) All services, except electricity to power intruder alarms, where present shall be turned off at the main inlet, switches and stop-cocks as appropriate and in water systems (other than sprinkler installations) shall be drained down.
- (b) All external openings at ground &/or street level and all basements shall be secured against unauthorized entry.
- (c) The premises and their adjacent surrounds shall be kept clear of all loose combustible materials.
- (d) The premises shall be inspected on a regular basis by a duly appointed representative of the **Insured**, a record of all visits being maintained by the **Insured**, and any defects in the above requirements rectified immediately.

### HH956

#### PERMANENTLY UNOCCUPIED WARRANTY

In respect of any vacant premises or parts of premises which are vacant:

- (a) All services, except electricity to power intruder alarms, where present shall be turned off at the main inlet, switches and stop-cocks as appropriate and in water systems (other than sprinkler installations) shall be drained down.
- (b) All external openings at ground &/or street level and all basements shall be secured against unauthorized entry.
- (c) The premises and their adjacent surrounds shall be kept clear of all loose combustible materials.

### HH957

#### BUILDING WORKS WARRANTY

In respect of any vacant premises or parts of premises which are vacant:

- (a) All external openings at ground &/or street level and all

basements shall be secured against unauthorized entry.

- (b) The premises and their adjacent surrounds shall be kept clear of all loose combustible materials.
- (c) The premises shall be inspected on a regular basis by a duly appointed representative of the **Insured**, a record of all visits being maintained by the **Insured**, and any defects in the above requirements rectified immediately.

### HH965

#### SIT-ON MOWER / MOBILITY SCOOTER WARRANTY

It is a condition precedent to **Our** liability that Mower / Mobility Scooter keys must be removed from the vehicle and the vehicle must be locked in a secured out-building when not in use. The policy will not cover theft unless following forcible/violent entry. Vehicle disappearance by mysterious or undefined circumstances will not be covered by this policy.

### HH966

#### STUDENTS IN UNIVERSITY ACCOMMODATION

Section 2 - Contents is extended to include contents in university accommodation. There is a maximum limit of cover up to £2,500 and there is a £250 **Excess** applicable to each and every loss. The policy will not cover theft unless following forcible/violent entry. Disappearance by mysterious or undefined circumstances will not be covered by this policy. Cover for mobile phones is excluded. Cover for **Portable computer(s)** excluded unless specified under all risks cover.

### HH967

#### PORTABLE COMPUTER(S) WARRANTY

Section 3 - Personal Effects and Valuables is extended to include **Portable Computer(s)** for any loss when transported by air or sea provided such **Property** is kept as hand luggage when taken by air, and kept in a lock fast and secure cabin when taken by sea.

Theft is not covered when left unattended and not at the Premises unless locked within a Building or a Hotel Room or safe and there is evidence of forcible or violent entry or exit from such Building, Hotel Room or Safe. Cover excludes theft from motor vehicle.

This **Endorsement** extends cover to include accidental damage.

### HH968

#### FLAT ROOF WARRANTY

It is warranted that all flat roof sections be inspected and tested at least once every two year period by a qualified independent building/roofing contractor and should be maintained as recommended. A £500 **Excess** applies in respect of storm damage except for asphalt when the **Excess** is £1,000.

## ENDORSEMENTS (applicable to Sections 1 to 5)

### HH971

#### REGULATORY COMPLIANCE

In respect to **your** business as a provider of **Guest House / Bed & Breakfast** accommodation it is a requirement of the insurance policy that **You** comply with:

1. The Regulatory Reform (Fire Safety) Order 2005 (premises in England & Wales)
2. The Fire (Scotland) Act 2005 and the Fire Safety (Scotland) Regulations 2006 (Premises in Scotland)
3. The Health & Safety at Work Act 1974
4. Relevant Gas Safety Regulations
5. Electricity at Work Regulations 1989
6. Environmental Health regulations
7. All other relevant industry standard legislation superceding the above and relating to **your** business.

### HH975

#### HEARING AID COVER

Cover limited to £2,000 / €2,000 each unit excluding:

- (a) Swimming and bathing.
- (b) Loss of batteries.
- (c) Loss when unattended.
- (d) Wear and tear and deterioration of components.
- (e) Damaged caused when with audiologists
- (f) **Excess** of £250 / €250.

### HH977

#### CHIMNEY / OPEN FIRE WARRANTY

This insurance excludes loss or damage by fire arising from the chimney unless the chimney has been swept on an annual basis and an appropriate certificate issued as confirmation.

### HH978

#### WOOD BURNING HEATERS / STOVES WARRANTY

It is warranted that any wood burning heater or stove installed at the premises be fitted in accordance with the manufacturers instructions and that all chimney and flue pipes are free from contact with any combustible materials or combustible elements of the construction, and if so recommended that any chimney stacks and flues are lined with a non-combustible material..

### HH980

#### COOKING & PORTABLE HEATER WARRANTY

This Policy:

- (a) excludes any loss or damage caused by any form of cooking unless in a clearly designated kitchen or in an area where the

fire officer has given written approval.

- (b) excludes any loss or damage caused by the use of portable heating appliances other than oil filled electric radiators or fan assisted electric heaters.

### HH982

#### JEWELLERY CLAUSE

This insurance does not cover theft or disappearance of jewellery or watches unless the jewellery or watches are being worn or deposited in a bank or locked safe or hotel/motel safe or carried by hand and under **Your** personal supervision.

### HH983

#### SPLIT LIABILITY ENDORSEMENT - BUILDINGS

As listed in the **Schedule, Your** Policy is extended to include Section 5 - Liability. **Our** liability shall not extend beyond that which is defined under **Buildings**.

### HH984

#### SPLIT LIABILITY ENDORSEMENT - CONTENTS

As listed in the **Schedule, Your** Policy is extended to include Section 5 - Liability. **Our** liability shall not extend beyond that which is defined under **Contents**.



# COMPLAINTS PROCEDURE

If **You** have a Complaint which relates to either **your** Policy or to a claim which **You** have submitted under **your** policy then please raise this in the first instance with Intasure who will aim to resolve **your** concerns by close of the next business day.

If Intasure is unable to deal with **your** concerns the matter will be forwarded onto **your Insurer** via Intasure. Address is:

The Managing Director  
Intasure  
AMP House  
Dingwall Road  
Croydon, Surrey  
CR0 2LX  
United Kingdom

Whilst reviewing your complaint **your Insurer** will:

- Acknowledge **your** complaint promptly
- Investigate **your** complaint quickly and thoroughly
- Keep **You** informed of the progress of **your** complaint
- Do everything possible to resolve **your** complaint

**Your Insurer** is obliged to provide **You** with a written offer of resolution within 8 weeks of the date **your** complaint was received.

In the event that you remain dissatisfied and wish to make a complaint, you can do so by referring the matter to the Complaints team at Lloyd's:

Complaints  
Lloyd's  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Kent, ME4 4RN

Tel No: 020 7327 5693

Fax No: 020 7327 5225

E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

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

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service:

## The Financial Ombudsman Service (FOS)

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone: 0800 023 4567 (if calling from landline) or 0300 123 9123 (if calling from a mobile)

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Definition of an Eligible Complainant

An eligible complainant is either a private individual, a micro enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed £/€2 million, a charity with an annual income of less than £/€1 million or a trustee of a trust with a net asset value of less than £1 million at the time of the complaint. The FOS will only consider your complaint if you have given Intasure or the underwriter the opportunity to resolve it.

## Financial Services Compensation Scheme (FSCS)

All insurers on the Intasure Guesthouse and BB policy are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS website: [www.fscs.org.uk](http://www.fscs.org.uk).

## Law Applicable to Contract

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and we may choose the law which applies to this contract, to the extent permitted by those laws. Unless **You** and **we** agree otherwise, **we** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** are based, or, if **You** are based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **You** are based.

**We** and **You** have agreed that any legal proceedings between **You** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** are based, or, if **You** are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** are based.



## COMPLAINTS PROCEDURE

### **Legal Expenses Insurance**

Arc Legal Assistance Ltd

PO Box 8921

Colchester

CO4 5YD

Tel: 01206 615000

Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)



**ENQUIRIES: 0345 111 0670**

**CLAIMS: 0345 111 0672**

Monday - Friday 9am - 5.30pm.

**LEGAL EXPENSES ADVICE HELPLINE: 0344 770 1040**

For Legal and Tax Advice. Monday - Friday 9am - 5pm

**LEGAL EXPENSES CLAIMS: 0344 770 9000**

To report a claim. Monday - Friday 9am - 5pm





**intasure**<sup>®</sup>  
Insurance that speaks your language

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**Intasure**

AMP House  
Dingwall Road  
Croydon  
Surrey  
CR0 2LX