

POLICY WORDING

Please read carefully and retain



Property Insurance for Landlord's Buy to Let

Welcome to Intasure Property Insurance

Designed exclusively for Landlord's Buy to Let



Intasure's property insurance is exclusively designed for Landlord's Buy to Let. Insurance cover is provided by Channel Syndicate 2015 at Lloyd's.

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 Channel Syndicate 2015 at Lloyd's.

This Policy document should be read together with your Schedule and any endorsements.

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, 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: +44 (0)345 111 0670

Monday - Friday 9am - 5.30pm.

CLAIMS: +44 (0)345 111 0672 (24 hours)

LANDLORDS LEGAL ADVICE: +44 (0)344 770 1040 (24 hours / 7 days)

LANDLORDS LEGAL SOLUTIONS: +44 (0)344 770 9000 Monday - Friday 9am -5pm

To report a claim

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.

	Page
How to use your Policy	2
Definitions applying to Sections 1 - 4 of the Policy	3
Index linking of sums insured	5
Section 1 - Buildings	6
Section 2 - Contents	12
Section 3 - Public liability	16
Section 4 - Landlords' Legal Solutions - Optional	17
Section A - Legal Expenses	19
Section B - Rent Guarantee - Optional	21
Claims Settlement for Landlords' Legal Solutions	22
Conditions applying to Landlords' Legal Solutions	23
Additional Covers	25
General exclusions applying to Sections 1 - 3 of the Policy	26
General conditions applying to Sections 1 - 3 of the Policy	28
General claims conditions (including notification procedure) (applicable to Sections 1- 3)	30
Endorsements applicable to Sections 1 - 3 of the Policy	31
Complaints Procedure	35

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 enclosed 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** Property. **You** must tell **us**

immediately of any changes to this information including of course any change of address.

Please see condition G on page 28 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 CR0 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 sections on Claims Settlement for Buildings and Contents on pages 11 and 15.

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 Applying to Sections 1 - 3 of the Policy

Definitions are set out below and any word or phrase which has a definition is printed throughout this Policy in bold type.

Act of terrorism

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other Government de jure or de facto.

Buildings

Residence, including:

- 1 interior decorations, landlords fixtures and fittings, satellite dishes, telecommunications, aerials, aerial fittings and their masts;
- 2 telephone, gas, water, electric and other instruments, meters, piping, cabling and the like and the accessories thereof, including similar property in adjoining yards or roadways or underground, belonging to **You** or to suppliers or others for which **You** are responsible;
- 3 **Garden** walls, patios, terraces, hedges, gates, fences, paths, drives, car parks, cess pits and septic tanks; and
- 4 outbuildings, swimming pools, hot tubs, jacuzzis, squash and tennis courts and gymnasias, used by residents for domestic and leisure purposes.
- 5 wells, lakes and rivers within the boundary of the property for liability cover only;

Computer virus

A corrupting instruction that propagates itself via a computer system or network.

Contents

Landlords domestic furniture and furnishings, which belong to **You**, or for which **You** are responsible and are contained in, or fixed to, the **Residence** where **You** are providing accommodation other than for **your** own use. The term **Contents** does not include **Valuables** or **money** or property more specifically insured by this or any other Policy.

Costs and expenses

- 1 All **Costs and Expenses** recoverable by any claimant from **You**;
- 2 the **Costs and Expenses** incurred with **our** written consent for:
 - (a) representation at any coroner's inquest or inquiry in respect of any death; and
 - (b) the defence of proceedings in any court brought against **You** in respect of breach or alleged breach of statutory

duty resulting in **Injury**; and

- 3 all other **Costs and Expenses** of litigation incurred with **our** written consent.

Damage

Loss or damage.

Domestic Employee

Any person working for **You** in connection with domestic duties who is employed by **You** under a Contract of Service, or self-employed and working on a labour only basis under **your** control or supervision.

Electronic data

Facts, concepts and information converted to a form usable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such equipment.

Employee

- 1 Any person under a contract of service or apprenticeship with **You**;
- 2 any labour master or labour only sub contractor or person supplied by any of them;
- 3 any self employed person;
- 4 any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by **You**; and
- 5 any person participating in any government or otherwise authorized work experience, training, study exchange or similar scheme whilst engaged in working for **You** in connection with the **Buildings** or **Contents** insured by this Policy or the land.

Endorsement

Any variation or addition to the terms of the Policy.

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.

Injury

Death, bodily injury, illness or disease.

Garden

The open ground within the boundaries of the land belonging to the Insured property.

Heave

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

Definitions Applying to Sections 1 - 3 of the Policy

Landslip

Downward movement of sloping ground.

Light construction

Any domestic outbuilding, 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

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.

Period of insurance

Period shown in **your Schedule** and any further period for which **You** have paid, or have agreed to pay and **We** have accepted, or have agreed to accept, the premium.

Residence

Private dwelling(s) or block(s) of flats, including outbuildings and garages, at the addresses(es) shown in **your Schedule**.

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 single item, of **Contents** is £3,000 unless otherwise shown in the **Schedule**.

Subsidence

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

Territorial limits

United Kingdom the Channel Islands and the Isle of Man.

The insurers

In respect of each Section insured by this Policy the insurer(s) stated in the **Schedule** applicable to said Section.

Unoccupied

For more than 60 consecutive days

- 1) not furnished for normal occupation; or

- 2) furnished for normal occupation, but has not been lived in by any person with **your** permission.

- 3) Un-let

Valuables

Jewellery, watches, gold, silver, precious metals, gemstones, furs, pictures, curios and other works of art, stamp, coin and medal collections, radios, home computers and audio and video equipment.

We/us/our(s)/ourselves

The **Insurer(s)** stated in the **Schedule** and Intasure as administrators of the policy.

You/your/yourself

Person(s), company(ies) or entity named in **your Schedule**.

Sum Insured

Sum Insured

Standard Buildings & Non-Standard Buildings

The **Buildings** sum insured will be up to £1m or whatever amount is printed on **your** Policy **Schedule**. 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 of Sums Insured

The sums insured in **your** **Schedule** will be adjusted annually in line with the following.

Buildings

The House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. Should this index not be available another index will be used.

Contents

The government's General Index of Retail Prices. Should this index not be available another index will be used.

Specific limits detailed in this Policy are not index-linked.

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 **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 states if this section is in force

We will pay for

A The standard perils

Damage to **Buildings** caused by

- 1 Fire, lightning, explosion, earthquake.
- 2 Smoke.
- 3
 - Storm
 - Flood
 - Hail
 - Snow
 - Avalanche
- 4 Escape of water or oil from any interior fixed heating or domestic water installation, washing machine, dishwasher, refrigerator or freezer.
- 5 Freezing or forcible or violent bursting to any fixed heating or domestic water installation in the **Residence**.

We will not pay for

- A Damage** caused by faulty workmanship or defective design or defective materials or gradually operating cause.
- 1 The first £1,000 of any claim for **Damage** caused by earthquake or subterranean fire.
 - 2 **Damage** resulting from any gradually operating cause.
 - 3 Loss or **Damage** caused
 - (a) by frost.
 - (b) to **Buildings** of **Light construction**, domestic fixed fuel tanks in the open, gates, fences, hedges and **Garden** sheds.
 - (c) by weight of snow on **Buildings** 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) caused by a rise in the water table (the level below which the ground is completely saturated with water).
 - 4
 - ((a) The first £250 of each claim in respect of any property comprising a flat or maisonette.
 - (b) The cost of repairing/replacing any plumbing or heating apparatus, including pipe work, showers or boilers that are the cause of the leak/burst. The Policy covers the resultant **Damage** from any escape of water.
 - (c) Loss or **Damage** caused to **Buildings** of **Light construction**
 - (d) **Damage** caused while the **Residence** is **Unoccupied**.
 - (e) Loss or **Damage** to swimming pools / hot tubs / jacuzzis, filtration plants, heaters and pumps and all other ancillary equipment.
 - 5
 - (a) The cost of repairing/replacing any plumbing or heating apparatus, including pipe work, showers or boilers that are the cause of the leak/burst. The Policy covers the resultant **Damage** from any escape of water.
 - (b) **Damage** caused while the **Residence** is **Unoccupied**.
 - (c) Loss or **Damage** to swimming pools / hot tubs / jacuzzis, filtration plants, heaters and pumps and all other ancillary equipment.

Section 1 - BUILDINGS

Your schedule states if this section is in force

We will pay for

We will pay for	We will not pay for
<p>6 Theft or attempted theft involving forcible and violent entry or exit.</p>	<p>6 (a) Theft unless there are signs of forcible or violent entry or exit. (b) Damage that any resident of the Residence has caused, allowed, chosen to overlook or not reported to the police. (c) Damage caused while the Residence is Unoccupied. (d) Solar panels unless securely fitted to the building in a non-accessible position, £500 excess will apply. (e) Mysterious disappearance.</p>
<p>7 Riot, strike, labour or political disturbance or civil commotion.</p>	<p>7</p>
<p>8 Malicious persons or vandals.</p>	<p>8 (a) Damage that any resident of the Residence has caused, allowed, chosen to overlook or not reported to the police. (b) Damage caused while the Residence is Unoccupied.</p>
<p>9 Subsidence or Heave of the site upon which the Buildings stand, or Landslip.</p>	<p>9 (a) The first £1,000 of each claim (unless higher Excess specified). (b) Damage to paths, drives, terraces, patios, walls, gates, fences, swimming pools, hot tubs, jacuzzis and tennis courts unless the foundations beneath the external walls of the Buildings are damaged at the same time by the same cause. (c) Damage (i) due to coastal or river erosion; (ii) resulting from demolition, alteration or repair to the Buildings; (iii) resulting from faulty workmanship, defective design or the use of defective materials; (iv) resulting from the movement of solid floors, unless the foundations beneath the external walls of the Buildings are damaged at the same time, by the same cause; or (v) resulting from the bedding down of new structures or settlement of made up ground. (d) Loss in market value of the property.</p>
<p>10 Collision involving aircraft, aerial devices or anything dropped from them, vehicles or animals.</p>	<p>10 Damage caused by domestic pets.</p>
<p>11 Falling trees or branches (including the cost of removal up to £500), lamp posts or telegraph poles, causing Damage to the buildings.</p>	<p>11 (a) Damage to gates, fences or hedges and structures of Light construction (b) Damage caused by felling or lopping.</p>
<p>12 Falling satellite dishes, receiving aerials and their fittings or masts</p>	<p>12 (a) Damage caused to them. (b) Damage due to the corrosion of the fixtures and fittings.</p>

Section 1 - BUILDINGS

Your schedule states if this section is in force

We will pay for

13 Damage to Underground Services
Accidental **Damage** to underground services to the **Home** for which **You** are legally responsible.

14 Glass and Sanitary Fixtures
Accidental breakage of fixed glass, wash basins, splashbacks, pedestals, sinks, lavatory pans, cisterns, bidets, baths, shower screens and fitted ceramic hobs.

Limited to £5,000 in any one **Period of insurance**.

B Accidental Damage
Your **Schedule** states if this is in force.
Accidental **Damage** to the **Buildings**.

We will not pay for

13
(a) **Damage** caused whilst clearing, rodding, or attempting to clear a blockage.
(b) **Damage** caused by rodents / vermin.
(c) **Damage** caused by gradually operating cause.

14
(a) **Damage** to or the cost of removing or replacing frames.
(b) Breakage of property not in sound condition.
(c) Frost **Damage**.

B
1 The cost of maintenance.

2 Damage
(a) specifically excluded elsewhere in this section;
(b) caused by wear and tear, domestic pets, insects, vermin, rot, fungus, atmospheric or climatic conditions or any gradually operating cause;
(c) caused by faulty workmanship, defective design or the use of defective materials;
(d) caused by settlement or shrinkage of the **Buildings**; or
(e) caused while the **Residence** is **Unoccupied**.
(f) caused by weight of snow on **Buildings of Light construction**
(g) to swimming pools / hot tubs / jacuzzis, filtration plants, heaters, pumps and swimming pool / hot tub / jacuzzi covers.

3 Damage resulting from
(a) clearing, or attempting to clear, a blockage; or
(b) wear and tear or any gradually operating cause.

Section 1 - BUILDINGS

Additional covers

The following additional covers apply which shall be subject to the exclusions to this section and the general exclusions to this Policy

1 Additional costs and expenses

The additional costs of:

- (a) architects', surveyors', and other professional fees;
- (b) clearing debris, demolition or shoring or propping up; and
- (c) complying with government or local authority requirements necessary as a result of **Damage** insured by this section.

We will not pay for the following

- (i) In respect of (a) above, fees incurred for preparing any claim under this Policy.
- (ii) In respect of (c) above, any cost **You** are legally responsible for paying because of a notice served on **You** before the date of loss or **Damage**.

2 Loss of rent and cost of temporary accommodation

if it is not possible to live in the **Residence** as a result of **Damage** insured by this section.

Our liability shall not exceed £25,000 in total in respect of

- (a) loss of rent payable to **You**;
- (b) any ground rent payable by **You**; and
- (c) the reasonable costs of necessary temporary accommodation for the owner or lessee.

3 Damage to landscaped gardens

Up to £1,000 in any one **Period of insurance** for the costs of restoring **Damage** to landscaped **Gardens** caused by the emergency services while attending the **Residence** as a consequence of **Damage** insured by this section.

4 Clearance of drains

The indemnity provided by this section extends to include the costs incurred in clearing and cleaning drains, gutters, sewers, drain inspection covers or similar underground service areas for which **You** are responsible in consequence of any peril insured by this section, subject to a limit of liability of £2,500 each and every claim.

5 Trace and access

Up to £2,500 for costs of locating the source of **Damage** caused by escape of water or oil at the **Residence**, such costs to include the reinstatement of walls, floors and ceilings removed or damaged during the search within the main building of the property. **Damage** to swimming pools, hot tubs or jacuzzis is excluded.

6 Transfer of interest in the Residence

If **You** are selling the **Residence**, the purchaser will have the

benefit of this section during the period between exchange of contracts and completion, provided that the **Residence** is not insured under any other Policy.

7 Indemnity to owners or lessees

If the **Buildings** are occupied as flats which are individually owned or leased but insured in one amount on behalf of the individual owners or lessees, any person which is the owner or lessee of any flat managed by **You** will be treated as **You** for the purpose of this section.

8 Contents of common parts

The definition of **Buildings** extends to include carpets, curtains, furniture and furnishings owned by **You**, or for which **You** are responsible, whilst contained in the common parts of any one block of flats, subject to a limit of liability of £5,000 any one claim.

9 Public authorities

The insurance by this section extends to include such additional cost of reinstatement of any lost or damaged **Buildings** insured herein as may be incurred solely by reason of the necessity to comply with building or other regulations under, or framed in pursuance of, any act of parliament, or with bye laws of any municipal or local authority, provided that the amount recoverable under this additional cover shall not include

- (a) the cost incurred in complying with any of the aforesaid regulations or bye laws
 - (i) in respect of **Damage** occurring prior to the granting of this additional cover;
 - (ii) in respect of **Damage** not insured by this section;
 - (iii) under which notice had been served upon **You** prior to the happening of the **Damage**; or
 - (iv) in respect of undamaged **Buildings** or undamaged portions of **Buildings**, other than foundations of that portion of the **Buildings** lost or damaged
 - (b) the additional cost that would have been required to make good the **Buildings** lost or damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations or bye laws not arisen; or
 - (c) the amount of any rates, tax duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the **Buildings** by the owner thereof by reason of compliance with any of the aforesaid regulations or bye laws.
- This additional cover shall not amend the limit of liability provided by this section.

Section 1 - BUILDINGS

Special conditions

1 Reinstatement basis of payment

Subject to the provisions stated below, the basis upon which the amount payable in respect of any item to which this condition applies is to be calculated shall be the reinstatement of the property lost or damaged.

For this purpose reinstatement means

- (a) the rebuilding or replacement of property that has been lost, provided that **our** liability is not increased, may be carried out
 - (i) in any manner suitable to **your** requirements; or
 - (ii) upon another site
- (b) the repair or restoration of property damaged in either case to a condition equivalent to, or substantially the same as, but not better or more extensive than, its conditions when new.

Provided that

- (a) **our** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed;
- (b) if, at the time of reinstatement, the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property insured by any item subject to this condition exceeds its sum insured at the commencement of any **Damage**, **our** liability shall not exceed that proportion of the amount of the **Damage** which the said sum insured shall bear to the sum representing the whole of such property at that time; and
- (c) no payment beyond the amount which would have been payable in the absence of this condition shall be made
 - (i) unless reinstatement commences and proceeds without unreasonable delay;
 - (ii) until the cost of reinstatement shall have been actually incurred; or
 - (iii) if the property insured by any item at the time of its **Damage** shall be insured by any other insurance effected by **You**, or on **your** behalf, which is not upon the same basis of reinstatement.

2 Subrogation waiver

In the event of a claim arising under this section **We** agree to waive any rights remedies or relief to which **We** may become entitled by subrogation against

- (a) any company
 - (i) in the relation of holding company or subsidiary to **You**; or
 - (ii) which is a subsidiary of a parent company of which **You** are **yourself** a subsidiary in each case within the meaning of the relevant companies' legislation current at the time of the **Damage**

(b) the tenant of any **Buildings** insured by this section provided that

- (i) the **Damage** did not result from a breach of the terms of the lease by the tenant;
- (ii) the **Damage** did not result from a criminal, fraudulent or malicious act of the tenant; and
- (iii) the tenant contributes to the cost of insuring the **Buildings** against the event which caused the **Damage**.

3 Non invalidation

The insurance by this section will not be made invalid by any act omission or alteration which, unknown to **You** or beyond **your** control, increases the risk of **Damage** provided that **You**

- (a) notify **us** immediately **You** become aware of such act, omission or alteration; and
- (b) pay any additional premium that **We** may require.

Section 1 - BUILDINGS

Claims settlement for 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 paragraph 1 – Additional covers under Section 1.

The total amount payable under paragraph A 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.

Proportionate Remedy

If the cost of rebuilding the **buildings** is more than **your** sum insured at the time of any loss or **Damage**, then **We** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **We** will pay up to 75% of the claim made by **you**.

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.

Section 2 - CONTENTS

Your schedule states if this section is in force

We will pay for

The maximum amount to be paid on any single item of **Contents** (£3,000) unless otherwise shown in the **Schedule**.

A The standard perils

Damage to Contents caused by

- 1 Fire, lightning, explosion, earthquake.
- 2 Smoke.
- 3
 - Storm
 - Flood
 - Hail
 - Avalanche
- 4 Escape of water or oil from any interior fixed heating or domestic water installation, washing machine, dishwasher, refrigerator or freezer.
- 5 Freezing or forcible or violent bursting to any fixed heating or domestic water installation in the **Residence**.
- 6 Theft or attempted theft involving forcible and violent entry or exit.
- 7 Riot, strike, labour or political disturbance or civil commotion.
- 8 Malicious persons or vandals.

We will not pay for

A Damage caused by faulty workmanship or defective design or defective materials or gradually operating cause.

- 1 The first £1,000 of any claim for **Damage** caused by earthquake or subterranean fire.
- 2 **Damage** resulting from any gradually operating cause.
- 3
 - (a) **Damage** caused by frost.
 - (b) Loss or **Damage** to swimming pool /hot tub / jacuzzi covers, filtration plants, heaters and pumps.
 - (c) **Contents** in the open.
 - (d) **Damage** caused by a rise in the water table (the level below which the ground is completely saturated with water)
- 4
 - (a) Loss of or **Damage** to the installation or appliance itself.
 - (b) The cost of repairing/replacing any plumbing or heating apparatus, including pipe work, showers or boilers that are the cause of the leak/burst. The Policy covers the resultant **Damage** from any escape of water.
- 5
 - (a) Loss of or **Damage** to the installation or appliance itself.
 - (b) The cost of repairing/replacing any plumbing or heating apparatus, including pipe work, showers or boilers that are the cause of the leak/burst. The Policy covers the resultant **Damage** from any escape of water.
- 6
 - (a) **Damage** that any resident of the **Residence** has caused, allowed, chosen to overlook or not reported to the police.
 - (b) Loss or **Damage** occurring whilst the **Residence** or any part is vacant, lent or let unless involving forcible and violent entry to or exit from the **Residence**.
 - (c) Mysterious disappearance.
- 7
- 8

Section 2 - CONTENTS

Your schedule states if this section is in force

We will pay for

9 **Subsidence** or **Heave** of the site upon which the **Buildings** stand, or **Landslip**.

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

11 Falling trees or branches, lamp posts or telegraph poles.

Limited to the cost of removal up to £500.

12 **Breakage of Glass and Mirrors**

Accidental breakage of mirrors, glass tops to furniture and ceramic hobs and fixed glass in furniture in the **Residence**.

Limited to £5,000 in any one **Period of insurance**.

B **Accidental Damage**

Accidental **Damage** to **Contents** in the **Residence**.

We will not pay for

- 9**
- (a) The first £1,000 of each claim.
 - (b) **Damage** to paths, drives, terraces, patios, walls, gates, fences, swimming pools, hot tubs, jacuzzis and tennis courts unless the foundations beneath the external walls of the **Buildings** are damaged at the same time by the same cause.
 - (c) **Damage**
 - (i) due to coastal or river erosion;
 - (ii) resulting from demolition, alteration or repair to the **Buildings**;
 - (iii) resulting from faulty workmanship, defective design or the use of defective materials;
 - (iv) resulting from the movement of solid floors, unless the foundations beneath the external walls of the **Buildings** are damaged at the same time, by the same cause; or
 - (v) resulting from the bedding down of new structures or settlement of made up ground.

10 **Damage** caused by domestic pets.

11 **Damage** caused by felling or lopping.

12

B

1 **Damage** specifically excluded elsewhere in this section.

2 **Damage** caused

- (a) by domestic pets, insects, vermin, rot, fungus, atmospheric or climatic conditions, cleaning, repair, alteration, restoration, depreciation or any gradually operating cause;
- (b) by electrical or mechanical breakdown.

3 **Damage** caused while the **Residence** is **Unoccupied**.

4 (a) **Damage** caused by wear and tear or electrical or mechanical defect; or

- (b) by cleaning, repair, restoration or use contrary to maker's instructions.

5 Swimming pools / hot tubs / jacuzzis and swimming pool / hot tub / jacuzzi covers.

Section 2 - CONTENTS

Additional covers

The following additional covers apply which shall be subject to the exclusions to this section and the general exclusions to this Policy.

1 Loss of rent and cost of temporary accommodation

if it is not possible to live in the **Residence** as a result of **Damage** insured by this section.

Up to 25% of the **Contents** sum insured for

- (a) rent payable by **You** or to **You**; and
- (b) the reasonable costs of necessary temporary accommodation for the owner or lessee.

2 Loss of keys

Up to £250 for replacing necessary locks and keys of

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

3 Metered water and heating oil

Up to £1,000 for loss of metered water or domestic heating oil following accidental **Damage** to interior fixed domestic water or heating installations in or on the **Residence**.

We will not pay for **Damage** caused while the **Residence** is **Unoccupied**.

Section 2 - CONTENTS

Claims settlement for contents

Provided that if, at the time of **Damage**, the sum insured is not less than the full replacement cost, **We** will at **our** option

- 1 replace the item(s) as new
or
- 2 pay the cost of repair for items which can be economically repaired
or
- 3 pay the full replacement cost.
The full replacement cost is the cost of replacing all **Contents** as new.

Where **You** have chosen not to repair or replace an item, **We** will make a deduction for wear, tear and depreciation.

The maximum amount payable by **us** for any one claim :

- (a) the **Single article limit** of £3,000 for a single item of **Contents** within the **Residence** unless otherwise shown in the **Schedule**.
- (b) in respect of **Contents** not in the **Residence** but within the boundaries of the land will be £250; or
- (c) in total shall not exceed the sum insured stated in **your Schedule** plus 25% of the sum insured on the relevant **Contents** item for loss of rent and cost of temporary accommodation described in additional cover 1) of this section.

The sum insured will not be reduced following payment of a claim.

Matching items

We will not pay for 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.

Proportionate Remedy

If the cost of replacing or repairing the **contents** is more than **your** sum insured at the time of any loss or **damage**, then **We** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your contents** is equal to 75% of what **your** premium would have been if **your contents** sum insured was enough to replace the entire **Contents** of **your home** as new, then **We** will pay up to 75% of any claim made by **you**..

Excess

Unless a different **Excess** is specified in **your Schedule**, **You** will pay the first £250 of each claim.

Section 3 - PUBLIC LIABILITY

Your schedule states if this section is in force

We will pay for the following

A Property owner's liability

- 1 Your legal liability to provide compensation, together with **Costs and Expenses** incurred with **our** consent, following accidental **Injury** to any person, or accidental loss of or **Damage** to property incurred:
 - (a) as owner (not occupier) of the **Buildings** and land insured by Section 1 of this Policy;
 - (b) in connection with any other private **Residence** formerly owned and occupied by **You** and incurred by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 provided that no other insurance covers the liability.
If Section 1 Buildings of this Policy expires or is cancelled cover under this paragraph (A)1(b) shall continue for a period of 7 years in respect only of the **Residence**.
- 2 Your legal liability to provide compensation, together with **Costs and Expenses** incurred with **our** consent, following accidental **Injury** to any person, or accidental loss of or **Damage** to property incurred as owner of the **Contents** insured by Section 2 of this Policy.

Provided that **our** liability for any one claim or series of claims arising out of any one incident described in 1) and 2) above shall not exceed £2,000,000, plus **Costs and Expenses**.

B Indemnity to owners or lessees

If the **Residence** is occupied as flats which are individually owned or leased but insured in one amount on behalf of the individual owners or lessees, **We** will treat as though he/she were **You**, any person who is the owner or lessee of any flat managed by **You**, provided that the amount payable shall not exceed the limit of liability stated in this section.

C Pollution

Notwithstanding General Exclusion 4 of this Policy, the indemnity provided by this section will include pollution or contamination by naturally occurring or man-made substances forces or organisms, or any combination of them, whether permanent or transitory and however occurring provided that such pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of insurance**.

We will not pay for the following

- 1 Liability arising from accidental **Injury** to **You** or any of **your** Employees.
- 2 Loss of or **Damage** to property which belongs to **You** or for which **You** are responsible.
- 3 Liability arising from the ownership or use of motor vehicles (other than gardening machines) or lifts.
- 4 Liability arising from any profession, business or employment **You** are engaged in other than in connection with the ownership of the **Buildings** and land or **Contents**.
- 5 Liability arising from any agreement or contract unless liability would have applied anyway.
- 6 Liability arising from the passing on of any infectious disease, or any virus, syndrome or illness.
- 7 Compensation or **Costs and Expenses** arising from an action brought in a court of law outside of the **Territorial limits**.

Section 4 - LANDLORD'S LEGAL SOLUTIONS - Optional

This section is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, on whose behalf We act.

The Insurer'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.

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

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are:

Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR

Registered No: FC008998

Your schedule states if this section is in force

Definitions applying to this section of the Policy

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

Appointed advisor

The Solicitor or other advisor appointed by **us** to act on **your** behalf.

Insurer

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

Costs & expenses

- a) Reasonable legal costs, fees and disbursements reasonably and proportionately charged by the **Appointed advisor** on the **Standard basis** and agreed in advance by **us**.
- b) Other side's costs, except if **You** are prosecuted, where **You** have been ordered to pay them or pay them with **our** agreement.
- c) **Your** basic wages or salary from **your** work as an employee while attending court at the request of the **Appointed advisor** where **your** employer does not pay **You** for time lost up to a maximum of £100 per day and £1,000 in total.
- d) Accommodation expenses for Insured Event A 5.

The most the **Insurer** will pay for one or more Insured Events that originate from the same cause is £50,000 including the cost of appeals.

Disclosure Breach

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

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.

Period of Insurance

Period shown in **your Schedule** and any further period for which **You** have paid, or have agreed to pay and **We** have accepted, or have agreed to accept, the premium.

Prospects of success

Where **You** have a greater than 50% chance of successfully pursuing **your** claim against another person. If **You** are 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 **You**:

- (a) plead guilty, where there is a greater than 50% chance of successfully mitigating **your** sentence or fine or
- (b) plead not-guilty, where there is a greater than 50% chance of that plea being accepted by the court. In all claims involving an appeal, where **You** have a greater than 50% chance of being successful.

Residence

Private dwelling(s) or block(s) of flats, including outbuildings and garages, at the address(es) shown in **your Schedule**.

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.

Section 4 - LANDLORD'S LEGAL SOLUTIONS - Optional

Your schedule states if this section is in force

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 £3,000.

Standard basis

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

Territorial limits

England, Scotland, Wales or Northern Ireland.

We/us/our

Arc Legal Assistance Limited.

You/Your

Person(s), company(ies) or entity named in **your Schedule**.

Section 4 - LANDLORD'S LEGAL SOLUTIONS - Optional

Your schedule states if this section is in force

We will pay for the following

- A Legal expenses**
- 1** Property **Damage**, nuisance and trespass.
- (a) An event which causes **Damage** to **your Residence** and/or anything owned by **You** at **your Residence**.
- (b) A public or private nuisance or a trespass relating to **your Residence**.
- 2 Repossession**
- 2.1** Tenancies under the Housing Acts for England, Wales and Scotland.
- Pursuit of **your** legal rights to repossess **your Residence** that **You** have let under:
- (i) an assured shorthold tenancy; or
- (ii) a shorthold tenancy; or
- (iii) an assured tenancy; or
- as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act.
- Provided **You**:
- (a) give the tenant the correct notices for the repossession of **your Residence**; and
- (b) will try to get repossession under:
- Schedule 2, Part 1 (grounds 1 to 8) of the Housing Act 1988 as amended by the Housing Act 1996; or
 - Schedule 5, Part 1 (grounds 1 to 8) of the Housing Act (Scotland) 1988; or
 - Part 1, Section 21 of the Housing Act 1988 amended by the Housing Act 1996; or
 - Part 2, Section 33 of the Housing Act (Scotland) 1988.

We will not pay for the following

- 1 Damage** to **your Residence** that arises from or relates to a contractual agreement other than a tenancy agreement.
- 2** The **Excess** of £250 for each claim brought under 1(b), except where **You** bring a claim against a person who is living at **your Residence** without **your** permission. **We** will ask **You** to pay the £250 **Excess** when **We** accept **your** claim.
- 3** Trespass by **your** tenant or ex-tenant.

Section 4 - LANDLORD'S LEGAL SOLUTIONS - Optional

Your schedule states if this section is in force

We will pay for the following

2.2 Tenancies that do not fall under the Housing Acts for England, Wales and Scotland.

Pursuit of **your** legal rights to repossess **your Residence** that **You** have let:

- (i) under a contractual tenancy agreement that was created after 1988 where the annual rent for **your Residence** is no greater than £100,000 and the provisions of the Housing Acts in England, Wales and Scotland do not apply; or
- (ii) in accordance with the Private Tenancies (Northern Ireland) Order 2006; or
- (iii) to a limited company or business partnership for residential use by employees; or
- (iv) where **You** live at **your Residence** and have one or two written licence agreement(s) which contain(s) a termination clause.

Provided that:

- (a) in respect of 2.2 (i) above **You** will be seeking repossession in accordance with the forfeiture clause of the contractual tenancy agreement
- (b) in respect of 2.2 (iv) above **You** will be seeking to invoke the termination clause.

3 Recovery of rent arrears

Pursuit of **your** legal right to recover rent owed to **You** by **your** tenant or ex-tenant.

4 Prosecution defence

A prosecution that arises from **You** letting out **your Residence**.

5 Accommodation costs

Your accommodation costs up to £75 per day up to a maximum of £2,250 in total while **You** are unable to get possession of **your Residence** provided that possession is sought because **You** wish to live at **your Residence**.

We will not pay for the following

Section 4 - LANDLORD'S LEGAL SOLUTIONS - Optional

Your schedule states if this section is in force

B-Rent guarantee is available only where A-Legal expenses cover is operative under this section

We will pay for the following

B Rent guarantee

Following a claim **We** have accepted for repossession of **your Residence** under Insured Event A 2. above, the **Insurer** will pay **You** any rent owed to **You** until **You** gain possession provided that rent first falls into arrears and is reported during the **Period of insurance** and while the tenant is living at **your Residence**.

Once **You** have gained possession of **your Residence** the most the **Insurer** will pay shall be 75% of the monthly rent that was previously payable for a maximum further period of two months provided that **You** agree to re-let **your Residence** where an offer equal to or greater than 85% of the preceding rent is offered.

The maximum rent the **Insurer** will pay is:

- (a) 5 months for a 6 month Policy; or
- (b) 11 months for a 12 month Policy.

We will not pay for the following

The first unpaid month's rent.

- 1 Costs and expenses** incurred before **We** accept **your** claim
- 2** any actual or alleged act, omission or dispute occurring prior to, or existing at the start of this section of the Policy, which **You** knew or ought reasonably to have known could give rise to a claim under this section
- 3** any disagreement with **your** tenant during the first 90 days of the first **Period of insurance** where the tenancy agreement started before the start of cover under this section
- 4** an allegation or prosecution against **You** 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)
- 5** the other side's costs in criminal cases, fines, penalties or compensation awarded against **You**
- 6** registering, assessing or reviewing rent, rent control, leasehold valuation or land tribunals
- 7** a **Residence** which is or should have been registered as a House of Multiple Occupation
- 8** a judicial review
- 9** a dispute with **us** or the **Insurer** not dealt with under Disputes on page 23
- 10** any dispute between **You** and a managing agent

Section 4 - LANDLORD'S LEGAL SOLUTIONS - Optional

Claims settlement for Landlord's Legal Solutions

Following an Insured Event the **Insurer** will pay **your Costs and expenses** provided that:

- 1 your claim**
 - always has **Prospects of success**.
 - is reported to **us** during the **Period of insurance** and within 60 days of **You** first becoming aware of circumstances which could give rise to a claim under this section of the Policy.
 - is considered as reported to **us** only when **We** have received **your** fully completed claim form.

- 2** unless there is a conflict of interest, **You** agree to use the **Appointed advisor** nominated by **us** in any claim
 - falling under the jurisdiction of the **Small claims court** and/or
 - prior to the issue of proceedings.

- 3** the dispute can be heard by a court (or other body that **We** agree to).

Section 4 - LANDLORD'S LEGAL SOLUTIONS - Optional

Conditions which apply to Section 4, Landlord's Legal Solutions

If the **insurer's** risk under this Policy has increased due to **your** failure to keep to any of these conditions the **Insurer** may cancel this section, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Costs & expenses** from **You** should this occur.

1 Your Responsibilities

You must

- (a) observe and keep to the terms of this section the Policy.
- (b) not do anything that hinders **us**, the **Insurer** or the **Appointed advisor**.
- (c) tell **us** immediately after **You** first become aware of any cause, event or circumstances which could give rise to a claim under this section of the 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 **Costs & expenses** that the **Insurer** pays and repay them to the **insurer** should these be paid to **You**.
- (h) tell the **Appointed advisor** to have the **Costs & expenses** assessed or audited if **We** require.
- (i) minimise any **Costs & expenses** and try to prevent anything happening that may cause a claim.
- (j) allow **us** at any time to take over and conduct in **your** name any claim, proceedings or investigation.

2 The Appointed Advisor

- (a) In certain circumstances as set out in 2 (c) below **You** can choose an **Appointed advisor**. In all other cases **We** shall choose the **Appointed advisor**.
- (b) Where **You** wish to exercise the right to choose, **You** should write to **us** with **your** nominated representative's contact details. Your chosen **Appointed advisor** must agree to act under **our** standard terms of business and must cooperate with **us** at all times. If **We** disagree over the appointment of an **Appointed advisor** then **We** will agree for another suitably qualified person to decide the matter.

- (c) If either **We** agree to start legal proceedings or legal proceedings are issued against **You** and the court requires any representative to be legally qualified, or there is a conflict of interest, **You** may choose a suitably qualified **Appointed advisor**. Your right to choose never applies to **Small claims court** claims unless there is conflict of interest.
- (d) If the **Appointed advisor** refuses with good reason to continue acting for **You**, or **You** dismiss the **Appointed advisor** without good reason, or **You** withdraw from the claim without **our** written agreement, cover will end immediately.

3 Our Consent

We must give **our** written consent to incur any **Costs & expenses**. The **Insurer** does not accept any liability for **Costs & expenses** incurred without **our** written consent.

4 Settlement

- (a) The **Insurer** has the right to settle the claim by paying the reasonable value of **your** claim.
- (b) **You** must not negotiate, settle the claim or agree to pay **Costs & expenses** without **our** written agreement.
- (c) If **You** refuse to settle the claim following
 - (i) a reasonable offer, or
 - (ii) advice to do so from the **Appointed advisor** the **Insurer** will refuse to pay further **Costs & expenses**.

5 Counsel's Opinion

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

6 Disputes

Subject to the **Insured's** right to refer a complaint to the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between the **Insured** and **Us** may, where **We** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

Section 4 - LANDLORD'S LEGAL SOLUTIONS - Optional

7 Acts of Parliament & Jurisdiction

All Acts of Parliament within this section shall include any subsequent amendment or replacement legislation.

Conditions that apply to Landlords Legal Solutions, Insured Event B Rent guarantee

You must:

- 1 have signed a tenancy agreement with each tenant before **You** allow occupation of the **Residence**.
- 2 obtain, prior to granting the tenancy, either
 - (i) a satisfactory tenant reference to include written references from a previous managing agent or landlord where applicable, or an employer (or any other financial source); and a credit history check (including County Court Judgments, the Enforcement of Judgments Office and bankruptcy); or
 - (ii) where there is a guarantor, a satisfactory written tenant reference from a previous managing agent or landlord where applicable, and for each guarantor a satisfactory employer or other financial reference and a credit history check (including County Court Judgments, the Enforcement of Judgements Office and bankruptcy).
- 3 not grant the tenancy if **You** are in any doubt of the integrity or the financial standing of the tenant.
- 4 ensure that all conditions on the reference report are met and be able to demonstrate that they have been met.
- 5 not enter into a tenancy agreement where a person has been requested to stand surety for the tenant unless that person has entered into a legally enforceable agreement in **your** favour.
- 6 not allow a tenant to occupy the **Residence** until the first month's rent and the dilapidations deposit has been paid in cash or payment has cleared in **your** bank account.
- 7 comply with statutory regulations relating to such deposits before allowing a tenant to occupy the **Residence**.
- 8 ensure that all statutory requirements are complied with regarding the issue and service of notices of intention to take proceedings.
- 9 prepare, prior to the granting of the tenancy, a detailed inventory of the **Contents** and condition of the **Residence** which the tenant has signed.
- 10 keep up-to-date rental records, ensure that where a tenant makes a payment of arrears, such payment is received on the express understanding that it is being taken on account of the longest outstanding sum of arrears that are due and is received without any prejudice to any termination notice and/or proceedings.

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 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, during the period when the **Insurer's** liability is suspended.

10 Disclosure

If the **Insured** fails to disclose relevant information or the **Insured** discloses false information in relation to this policy, **Arc**, 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 the **Insured** is entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

Section 4 - LANDLORD'S LEGAL SOLUTIONS - Optional

Additional covers

Helpline

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 "**862 Intasure - Landlords**".

Making 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.

General Exclusions Applying to Sections 1 - 3 of the Policy

This Policy does not cover the following.

1 Radioactive Contamination and Nuclear Assemblies Exclusion

- (a) Loss or destruction of or **Damage** to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- (b) Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
 - Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2 War Exclusion

We will not pay for any loss or **Damage** or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or **Damage** to property by or under the order of any government or public or local authority.

3 Existing and Deliberate Damage Exclusion

We will not pay for loss or **Damage**:

- Occurring outside of the **period of insurance**;
- Caused deliberately by **You** or any person lawfully in the **home**.

4 Pollution or Contamination Exclusion

We will not pay for loss, **Damage** or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- When caused by oil or water escaping from a fixed oil or fixed water installation, or
- When caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **home**, and
- Reported to **us** not later than 30 days from the end of the **period of insurance**,

In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

5 Contract (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

6 Electronic Data Exclusion

We will not pay for:

- (a) Loss or destruction of or **Damage** to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- (b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - Computer viruses, erasure or corruption of **Electronic data**,
 - The failure of any equipment to correctly recognise the change of date.

For the purpose of this exclusion '**Computer virus**' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

7 Terrorism Exclusion

We will not pay for loss or **Damage** occasioned by or happening through or in consequence directly or indirectly of

- (a) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
And
- (b) in Northern Ireland civil commotion

This Policy also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an **Act of Terrorism**.

In Great Britain and Northern Ireland Terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means

any act including but not limited to the use of force or

General Exclusions Applying to Sections 1 - 3 of the Policy

violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to

- (i) influence any government or any international governmental organisation or
- (ii) put the public or any section of the public in fear

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this Policy the burden of proving that such **Damage** or loss is covered shall be upon the Insured.

8 Confiscation Exclusion

We will not pay for loss, **Damage** or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

9 Loss of Value

We will not pay for any reduction in market value of any property following its repair or reinstatement.

10 Indirect Loss or Damage

We will not pay for any loss or **Damage** that is not directly associated with the incident that caused **you** to claim, except where that loss or **Damage** is expressly included within this insurance.

11 Wear and Tear Exclusion

We will not pay for any loss, **Damage**, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, rot, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

12 Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance** **We** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **We** cancel the policy **We** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

13 Defective Design or Construction Exclusion

We will not pay for any loss, **Damage**, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

General Conditions Applying to Sections 1 - 3 of the Policy

A Reasonable care

You must take all reasonable steps to prevent accidents, loss or **Damage** and maintain the property in a sound condition and good repair.

B Cancellation

1 We may cancel this Policy by giving **You** 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 behavior or the use of threatening or abusive language.

2 You may cancel this Policy at any time by writing to **Us**.

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 of 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.

C 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.

D Governing law

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

E Data Protection Act 1998

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

F Contracts (Rights of Third Parties) Act 1999

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

G 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 occupancy of the **Buildings** e.g. 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

General Conditions Applying to Sections 1 - 3 of the Policy

- criminal offence (other than motoring offences).
- The **Residence** becomes **Unoccupied** or unfurnished;
- The **Residence** becomes **your** permanent **residence**;
- The **Residence** becomes illegally occupied;
- Your Residence** is going to be used for short periods each week or as a holiday home;
- Work is to be done on **your Residence** which is not routine repair, maintenance or decoration, for example any structural alteration or extension to **your Residence**;
- You** or any member of **your family** receives a conviction for any offence except for driving;
- Any increase in the value of **your contents** or the rebuilding cost of **your buildings**;
- Any part of **your Residence** is going to be used by **you** or **your tenant(s)** for any trade, professional or business purposes:

There is no need to tell **us** about trade, professional or business use if:

- (i) The trade, professional or business use is only clerical; and
- (ii) There are no staff employed to work from the **Residence**; and
- (iii) There are no visitors to the **Residence** in connection with the trade, profession or business; and
- (iv) There is no business money or stock in the Residence.

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.

H Proportionate Remedy

If the cost of rebuilding the **buildings** is more than **your** sum insured at the time of any loss or **Damage**, then **We** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which

has arisen as a result of the shortfall in the sum insured. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **We** will pay up to 75% of the claim made by **you**.

If the cost of replacing or repairing the **contents** is more than **your** sum insured at the time of any loss or **Damage**, then **We** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your contents** is equal to 75% of what **your** premium would have been if **your contents** sum insured was enough to replace the entire **contents** of **your home** as new, then **We** will pay up to 75% of any claim made by **you**.

Conditions Applying in the Event of a Claim (Sections 1 - 3 of the Policy)

A Notification of claims

If **you** need to make a claim under this policy, please contact Intasure straight away on 0345 111 0672.

To help **us** deal with **your** claim quickly **We** may require **you** to provide **us** with assistance and evidence that **We** require concerning the cause and value of any claim. Ideally, as part of the initial notification, please provide:

- **Your** name, address, and contact telephone numbers
- Policy/Certificate number
- Police details / Crime Reference number where applicable
- The cause of the loss or **Damage**
- Details and date of the loss or **Damage** together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

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) advise **Intasure on +44 (0)345 111 0672** as soon as reasonably practicable and
- (c) at **your** expense provide full written details of the claim within 30 days and
- (d) take all reasonable steps to minimize 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** without answering it; and
- (c) not negotiate, pay, settle, admit or deny any claim without **our** written consent.

B Conduct of claims

1 Our rights

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

- (a) enter into and inspect any **Buildings** where the **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**.

2 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**.

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)

We will not pay for loss or **Damage** unless:

- (a) Whenever the home 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 **or**
- 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, hot tubs, jacuzzis 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 and employer's liability for the commercial activities is expressly excluded.

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.

HH920

FLOOD - INCREASED POLICY EXCESS

Our Liability in respect to 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.

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** home be maintained in an efficient condition.
- (b) The burglar alarm be put into operation whenever **your** home is left unattended.

HH926

ACCIDENTAL DAMAGE COVER (INSURED AND FAMILY)

The Policy is extended to provide optional 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

ENDORSEMENTS applicable to Sections 1 - 3 of the Policy

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

COVER EXTENDED TO INCLUDE THEFT COVER BY TENANTS

Section 1 - Buildings A 6 and Section 2 - Contents A 6 Theft or Attempted Theft has been extended to include Theft or Attempted theft by Tenants Cover is not included in respect of **Valuables**. The Cover is subject to the Policy standard **Excess**.

HH931

ACCIDENTAL DAMAGE COVER (TENANTS)

Section 1 - Buildings Optional Accidental Damage Cover and Section 2 - Contents Optional Accidental Damage Cover has been extended to include Accidental Damage caused by Tenants. 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** home be maintained in an efficient condition.
- (b) The burglar alarm be put into operation whenever **your** home is left unattended.
- (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**, authorized 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.

HH934

RESTRICTION OF BUILDINGS COVER

The basis of settlement under the Buildings section is as follows: In settling claims where **We** consider the property to be beyond economical repair/a total loss following loss or **Damage** caused by the operation of an insured peril, a reduction will be made for wear, tear or depreciation.

HH936

DISPUTED OWNERSHIP

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

HH950

SUBSIDENCE COVER EXCLUSIONS

Subsidence, Landslip and **Heave** are excluded on this Policy.

HH951

FLOOD COVER EXCLUSIONS

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.

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 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 all 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 weekly 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.
- (e) The cover is subject to a £500 **Excess** during the months of November to March inclusive in respect of escape of water.

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 all 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 cover is subject to a £500 **Excess** during the months of November to March inclusive in respect of escape of water.

HH957

BUILDING WORKS WARRANTY

In respect of 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.

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.

HH976

SOLAR PANEL WARRANTY

A 20% co-insurance will apply in respect of accidental **Damage**, malicious **Damage**, theft, storm. A minimum **Excess** of £500 will apply.

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.

HH979

KEY SAFE WARRANTY

It is warranted that the authorisation entrance code is changed after every letting.

HH997

SPLIT LIABILITY ENDORSEMENT - BUILDINGS

As listed in the **Schedule**, **your** policy includes Section 3 - Public Liability of the Policy Wording. **Our** liability shall not extend beyond that which is defined under **Buildings**.

HH998

SPLIT LIABILITY ENDORSEMENT - CONTENTS

As listed in the **Schedule**, **your** policy includes Section 3 - Public Liability of the Policy Wording. **Our** liability shall not extend beyond that which is defined under **Contents**.

ENDORSEMENTS applicable to Sections 1 - 3 of the Policy

HH999

RESTRICTION OF BUILDING COVER TO INDIVIDUAL APARTMENTS

The property insured under Section 1 Buildings consists of fixtures, fittings, improvements and decorations belonging to **You** or for which **You** are responsible. **Subsidence** cover excluded.

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

If **You** have 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 Intasurè who will aim to resolve **your** concerns by close of the next business day.

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

The Managing Director
Intasurè
AMP House
Dingwall Road
Croydon, Surrey CR0 2LX
United Kingdom
Tel: +44(0)208 274 6777
Policy Queries = Email: admin@intasurè.com
Claims = Email: claims@intasurè.com

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: +44 (0)20 7327 5693
Fax No: +44 (0)20 7327 5225
Email: complaints@lloyds.com
Website: www.lloyds.com/complaints

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

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

Financial Ombudsman Service (FOS)

If a complaint remains unresolved, **You** may ask the Financial Ombudsman Service to investigate it. There is no charge for using the Financial Ombudsman Service and neither will it affect **your** right to take legal action. The FOS can be contacted at:

Financial Ombudsman Service (FOS)
Exchange Tower
Harbour Exchange Square
London, E14 9SR,

Telephone: 0800 023 4567 (if calling from landline) or
0300 123 9123 (if calling from a mobile, mobile users may be charged), (same rate as 01 or 02 numbers on mobile phone tariffs)

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

Website: www.financial-ombudsman.org.uk

Landlord Legal Solutions

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.

Landlord Legal Solutions

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel: 01206 615000
Email: customerservice@arclegal.co.uk

Definition of an Eligible Complaint

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 Intasurè or the underwriter the opportunity to resolve it.

Financial Services Compensation Scheme (FSCS)

All **the insurers** on the Intasurè Buy To Let 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.

COMPLAINTS PROCEDURE

Further information about the compensation scheme can be obtained from:

Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Tel: 0800 678 1100 or 020 7741 4100

Website: 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.

ENQUIRIES: +44 (0)345 111 0670

Monday - Friday 9am - 5.30pm

CLAIMS: +44 (0)345 111 0672 (24 hours)

LANDLORDS LEGAL ADVICE: +44 (0)344 770 1040 (24 hours / 7 days)

LANDLORDS LEGAL SOLUTIONS: +44 (0)344 770 9000

Monday - Friday 9am -5pm

To report a claim





ENQUIRIES: +44 (0)345 111 0670

Monday - Friday 9am - 5.30pm

CLAIMS: +44 (0)345 111 0672 (24 hours)

LANDLORDS LEGAL ADVICE: +44 (0)344 770 1040 (24 hours / 7 days)

LANDLORDS LEGAL SOLUTIONS: +44 (0)344 770 9000 Monday - Friday 9am -5pm

To report a claim

Intasure
AMP House
Dingwall Road
Croydon
Surrey
CR0 2LX

Intasure® is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. www.intasure.com