



Let

Landlords Home Insurance Policy



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Let

Home Insurance Policy



Your Policy

Your policy sets out clearly what is and what is not covered and to assist **you**, any words with special meanings have been defined and are in bold.

The **policy** sections are:

1. **Buildings**
2. **Landlords Contents**
3. Accidents to Domestic Staff
4. Legal Liability to the Public
5. Legal Expenses & Rent Guarantee

Your Policy Documentation

Your schedule details which sections are covered and which **underwriter** is providing the cover under each section.

It is essential that **you** read **your policy**, **your schedule** and any **endorsements** that may be applicable very carefully. All these documents must be read together and any word or phrase which has been defined in this **policy** will have that meaning wherever it appears.

Language

The language of this insurance contract and all communication relating to it will be in English.

Correct Information and Changes in Circumstances

The information **you** have supplied to **us** on the proposal form, and/or statement of fact and/or any supplementary information, is used to determine whether **we** will accept **your** insurance and if so the premium to be charged and the terms, conditions and exclusions to be applied.

You must therefore ensure to the best of **your** knowledge and belief that all the information **you** provide to **us** is correct and accurate at all times.

You must immediately notify **us** via **your broker or insurance intermediary** if:

- any information is incorrect
- there is a change in the information **you** have given **us**

We will correct or change the information and use the information to determine whether **we** will continue to accept **your** insurance and either:

1. Continue **your policy** unchanged
2. Backdate any terms, conditions, exclusions or additional/return premium that would have applied at the effective date of the correction and/or change. This could result in a claim not being paid under this insurance.
3. Cancel **your policy** giving **you** notice as per the cancellation condition shown in this **policy** wording or on **your policy schedule of insurance**. This could result in a claim not being paid under this insurance.
4. Treat **your policy** as if it never existed

We will treat **your policy** as if it never existed and **we** will not pay **your** claim if **you** or **your** representative has:

- deliberately misrepresented any information given
- deliberately or falsely overstated information given

Cooling Off & Cancellation

Cooling-off period

If **you** find this insurance does not meet **your** requirements, **you** are entitled to cancel this insurance by writing to **your broker or insurance intermediary** within 14 days of either the date **you** receive **your policy** documentation or the start of the **period of insurance**, whichever is the later.

We will refund any premium **you** have paid, providing that **you** have not made a claim.

Cancellation

1. Cancellation of **your policy** by **you**:

You may cancel this **policy** at anytime by giving written notice to **us** via **your broker or insurance intermediary**.

2. Cancellation of **your policy** by **us**:

We may cancel this **policy** or any part of it if there are serious grounds to do so by giving **you** 21 days written notice via **your broker or insurance intermediary** detailing the reason for cancellation by recorded delivery to the correspondence address stated in **your** latest **schedule**.

We will detail the reason for the cancellation in **our** written notice to **your broker or insurance intermediary**.

Examples of where **we** would cancel **your policy** are as follows:

1. Where **we** have been unable to collect a premium payment.
2. A change in the information **you** have previously given **us** where **we** are able to demonstrate that **we** would not normally offer insurance.
3. Unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our** staff or suppliers.
4. **You** have deliberately misrepresented any information given to **us**.
5. **Your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim.
6. If **you** have acted fraudulent in any way.
7. **You** have deliberately or falsely overstated information given to **us**.

Examples 4 & 7 above are more likely to result in **us** treating **your policy** as if it never existed as detailed under the 'Correct Information and Changes in Circumstances' notice under the 'Your Policy Documentation' section on page 2.

3. Cancellation by **us** following a fraudulent claim

If **you** make a fraudulent claim under this **policy** **we** will cancel **your policy** from the date of the fraudulent act.

4. Premium refund following cancellation of **your policy**:

In the event of cancellation by **you**, **your** premium refund will be calculated as follows:

If **you** cancel after the initial 14 day 'cooling off' period any refund will be on a proportional basis and always subject to the current **period of insurance** being claim free.

If **you** have made a claim in the **period of insurance** being cancelled **we** will retain 100% of the premium and no refund will be due to **you**.

In the event of cancellation by **us**, **your** premium refund will be calculated as follows:

Any refund will be on a proportional basis and always subject to the current **period of insurance** being claim free.

Customer Service & Complaints Procedure

Plum Underwriting and **your broker or insurance intermediary** are committed to providing **you** with the highest standard of service at all times. If **you** have any questions or queries about **your policy** or the handling of any claim, in the first instance please contact **your broker or insurance intermediary** shown on **your schedule**.

Customer Complaints Procedure

In the event that **you** wish to make a complaint regarding **your policy** or claim please follow the complaints procedure shown in **your schedule**.

Financial Ombudsman Service

All **underwriters** providing cover under this **policy** are members of the Financial Ombudsman Service, a free service set up by Parliament to sort out individual complaints that consumers and financial businesses aren't able to resolve themselves. Please see the customer complaints procedure shown in **your schedule** for details of the Financial Ombudsman Service.

Authorisation, Regulation & Compensation

Plum Underwriting Limited

Plum Underwriting Limited is registered in England and Wales: 04509589, 36-38 Botolph Lane, London, EC3R 8DE

Plum Underwriting Limited is authorised and regulated by the Financial Conduct Authority, 309166.

Underwriters

All **underwriters** providing cover under this **policy** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority unless stated otherwise in **your schedule**.

Further details can be found on the Financial Services Register at www.fca.org.uk/register

The Financial Conduct Authority

The Financial Conduct Authority (FCA) want consumers to use financial services with confidence and have products that meet their needs, from firms and individuals they can trust.

To achieve this, the FCA regulates firms and financial advisers so that markets and financial systems remain sound, stable and resilient and their aim is to help firms put the interests of their customers and the integrity of the market at the core of what they do.

You can contact the FCA as follows:

The Financial Conduct Authority
25 The Colonnade, Canary Wharf, London E14 5HS

UK: 0800 111 6768 (freephone)
From abroad: +44 20 7066 1000
Email: consumer.queries@fca.org.uk

Prudential Regulation Authority

The Prudential Regulation Authority's (PRA) role is defined in terms of two statutory objectives to promote the safety and soundness of banks, building societies, credit unions, insurers and major investment firms and specifically for insurers, to contribute to the securing of an appropriate degree of protection for policyholders.

You can contact the PRA as follows:

The Prudential Regulation Authority
20 Moorgate, London EC2R 6DA

Telephone: +44 (0)20 3461 7000
From abroad: as above
Email: PRA.FirmEnquiries@bankofengland.co.uk

Authorisation, Regulation & Compensation

Financial Services Compensation Scheme

All **underwriters** providing cover under this **policy** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if an insurer is unable to meet its obligations to **you** under this contract.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. The Scheme contact details are as follows:

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

Telephone: 0800 678 1100

Further information about the Scheme is available from the Financial Services Compensation Scheme: www.fscs.org.uk.

Subscribing Underwriters' Several Liability

The subscribing **underwriters'** obligations under the contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **underwriters'** are not responsible for the subscription of any co-subscribing **underwriters'** who for any reason does not satisfy all or part of its obligations.

With several liability, each party (the **underwriter(s)** in this case) are liable only for their own specified obligations. If any party (any **underwriter**) is unable to satisfy their obligation, the responsibility does not pass to other parties.

Laws Applying

Choice of Law

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary prior to the inception of this **policy**, this insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Contracts (Right of Third Parties) Act 1999

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

Protecting your Information

All personal information about **you** will be treated as private and confidential (even when **you** are no longer a customer), except where the disclosure is made at **your** request or with **your** consent in relation to administering **your** insurance or where Plum Underwriting Ltd are required by law.

Some or all of the information **you** supply to Plum Underwriting Ltd in connection with **your** insurance proposal may be passed to insurance companies and other companies for underwriting, claims and premium collection purposes. **Your** data will be held in accordance with the Data Protection Act 1998, under which **you** have a right of access to see personal information about **you** that is held in our records, whether electronically or manually. If **you** have any queries, please write to **your broker or insurance intermediary**.

Plum Underwriting Ltd and/or the **underwriters** and/or credit providers may use publicly available data from a variety of sources, including credit reference agencies and other external organisations to verify **your** identity or creditworthiness, to avoid fraud, and to obtain beneficial quotes and payment options on **your** behalf. Each of the searches may appear on **your** credit report whether or not **your** application proceeds.

By agreeing to these terms and conditions **you** agree to these uses of **your** information.

How to make a Claim

To make a claim, **you** can contact **us** by telephone, email or post – please refer to the section ‘How to Make a Claim’ in **your policy schedule** for the contact details.

When notifying a claim, please provide **your** name, **policy** number (shown on **your schedule**), the name of **your broker or insurance intermediary** and full details of the loss or damage.

There are a number of claims conditions that operate, please refer the following pages which explains **your** duties in the event of a claim and how **we** deal with **your** claim.

For Sections 1 to 4 please see pages 13 and 14. For Section 5 please see page 32.

Definitions - Words with Special Meanings

The following definitions apply to all sections of this **policy**. Additional definitions are shown in the sections to which they apply.

Accidental Damage

Sudden and unintentional physical damage that occurs unexpectedly and not through wear and tear, breakdown or malfunction.

Act of Terrorism

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Bodily injury

Shall include death or disease.

Buildings

- the **home** as shown as the ‘premises insured’ on **your schedule** and its decorations
- fixtures, fittings and fitted appliances attached to the **home**
- **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, fixed fuel tanks, septic tanks, lamp posts, wind turbines, solar panels, stairlifts and ornamental fountains and ponds **you** own or for which **you** are legally liable and within the **premises** named in the **schedule**

Endorsement

A change in the terms and conditions of this insurance that can extend or restrict cover.

Excess

The amount shown in **your schedule** or **endorsement** which **you** will be responsible for paying in the event of each and every claim.

Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Home

The private dwelling and the garages and outbuildings rented out by **you** at the **premises** shown in **your schedule**.

Landlords Contents

Household goods and other items within the **home** which belong to or for which **you** are legally liable for.

Landlords Contents includes:

- furniture
- carpets, curtains and blinds
- domestic appliances
- televisions and other audio visual equipment
- leaseholder’s fixtures and fittings (not tenant’s)
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**

Definitions - Words with Special Meanings

Landlords Contents includes:

- property in the open but within the **premises** up to £500 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**)
- **landlords contents** in garages and outbuildings up to £500 in total per claim

Landlords Contents does not include:

- property belonging to tenants
- motor vehicles (other than domestic gardening equipment), caravans, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings**
- any property held or used for business purposes other than **landlords contents** used or held to furnish the **premises**
- any property insured under any other insurance
- land or water
- stamp or coin collections
- **money** and credit cards
- bills of exchange, promissory notes, securities, deeds, registered bonds and other such documents
- stock and materials in trade, business books, plans, specifications, designs and computer records
- platinum, gold, silver, gold and silver plated articles, gemstones, jewellery, watches and furs
- clothing
- pedal cycles
- guns
- home computers, laptops, tablets, gaming consoles and mobile phones
- pictures, paintings and works of art

Landslip

Downward movement of sloping ground.

Money

- current legal tender, cheques, postal and money orders
- postage stamps
- savings stamps and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers and gift vouchers
- electronic cash pre payment cards
- travel and seasonal travel tickets

held for any purpose

Period of insurance

The length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium.

Policy

This insurance document and **your schedule** including any **endorsement(s)**.

Premises

The address which is named in the **schedule**.

Rebuilding expenses

- Necessary costs incurred for architects, surveyors, consulting engineers, design engineers and legal fees incurred with **our** prior agreement to assist in the repair or rebuilding of the **buildings**
- The cost incurred to clear the site and make safe provided agreement has been given by **us** unless immediate work is required to prevent further damage
- Costs incurred to comply with government or local authority requirements provided that the **buildings** were originally constructed according to any government and local authority regulations at the time, and **you** received notice of the requirement after the damage giving rise to the claim occurred.

Definitions - Words with Special Meanings

Sanitary ware

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

Schedule

The **schedule** is part of this insurance and contains details of **you, your** statement of fact, the **premises**, the **sums insured**, the **excess**, any **endorsement(s)**, the **period of insurance** and the sections of this insurance which apply.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings** within ten years of construction.

Subsidence

Downward movement of the ground beneath the **buildings** other than by **settlement**.

Sum(s) Insured

The amounts shown against each section, limit and/or item in **your schedule** and/or in this **policy**.

Swimming pools

Swimming pools which are permanently installed.

United Kingdom

The '**United Kingdom**' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

Unoccupied

When the **home** has become unattended or not lived in and occupied overnight by **you** or a person **you** have authorised for more than 30 consecutive days.

We/us/our/underwriters

Underwriters as named in **your schedule**.

You/your/insured

The person, persons, organisation or company named in the **schedule** as the policyholder(s) and defined in the tenancy agreement as the Landlord.

If **you** die **your** personal representatives will be covered to pursue or defend cases covered section 5 of this insurance on **your** behalf that arose prior to or out of **your** death.

Your broker or insurance intermediary

The person or persons who placed this insurance on **your** behalf.

General Conditions

The following conditions apply to all sections of this **policy**. Additional conditions are shown in the sections to which they apply.

If **you** fail to comply with any of the conditions this insurance may become invalid or affect the settlement of any claim under this **policy**.

1. Multiple Premises

Each **premises** included under this insurance is considered to be covered as if separately insured.

2. Safeguarding your property

You must take all steps to:

- safeguard **your** property at all times to prevent loss or damage
- maintain **your** property to a good state of repair
- prevent accident or injury

3. Building Works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more than £25,000, **you** must tell **your broker or insurance intermediary** about the work at least 14 days before the work starts and where **you** enter into any contract for the works.

You do not need to tell **your broker or insurance intermediary** if the work is for redecoration only.

4. Index Linking

The **buildings sum insured** is increased monthly in line with the House Rebuilding Cost Index of the Royal Institution of Chartered Surveyors.

The **landlords contents sum insured** is increased monthly in line with the Consumer Durable Section of the Retail Price Index.

For **your** protection, if either index falls below zero **we** will not reduce the **sum insured**. No charge is made for index linking during the **period of insurance** but at renewal **your** premium will be calculated on the adjusted **sum insured**.

5. Fraud Prevention

In order to protect the interests of **our** policyholders and to prevent and detect fraud, **we** may at any time:

- Share information about **you** with other organisations and public bodies including the Police
- Check and/or file **your** details with fraud prevention agencies and databases
- Undertake credit searches and additional fraud searches

If **you** provide false or inaccurate information and fraud is identified, details will be passed to the fraud prevention agencies and databases to prevent fraud and money laundering.

We can supply on written request to **us** details of the databases **we** access or contribute to.

6. Premium Payment

We will not make any payment under this **policy** unless **you** have paid the premium.

7. Other Insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any amount over which would have been covered under such other insurance had this insurance not been effected.

8. Sums Insured

You must ensure that **your sum insured** represents the full value of the property insured.

For **your buildings**, the full value is the estimated cost of rebuilding if **your buildings** were destroyed (this is not the same as the market value). It must be adequate to include **rebuilding expenses**.

Your sum insured for **landlords contents** must be the cost to replace as new.

If **you** fail to ensure that **your sums insured** represent the full value of the property insured, **we** may only pay a proportion of **your** claim. For example if **your sum insured** only covers one half of the cost of rebuilding **your buildings**, **we** will only pay one half of the cost of repair or replacement.

General Conditions

9. Fraudulent Claims

If **you** or anyone acting on **your** behalf makes a claim knowing it to be false or fraudulent in amount or in any other respect **we** will cancel this **policy** from the date of the fraudulent act.

We will seek to recover any payments from **you** which **we** have already made in respect of the fraudulent claim.

This action will not affect any previous claims unless the fraudulent act took place before any previous claims in which case the **policy** will be cancelled from the date of the fraudulent act and therefore no cover exists after this date and **we** will seek to recover any payments from any previous claims which **we** paid **you** on or after the date of the fraudulent act.

10. No Claim Discount

If **you** make a claim under **your policy** **we** will reduce **your** no claim discount at the renewal date of **your policy**.

If **you** do not make a claim under **your policy** **we** will increase **your** No Claim Discount at the renewal date of **your policy** until **you** reach a maximum of 5 years.

11. Tenant Type

The tenant type we have accepted and agreed is shown on **your schedule**. If at the time of a claim the tenant type differs to what is shown on **your schedule** **we** will follow the procedure as detailed in the 'Correct Information and Changes in Circumstances' clause under the 'Your Policy Documentation' section on page 2 of this **policy** wording.

12. Inspection of the Premises whilst the home is tenanted

You or **your** adult representative must inspect the **premises** internally and externally once every 6 months whilst the **home** is tenanted.

A record of dates, times and any observation must be recorded in a central inspection record and made available to **us** on request.

13. Condition of Property

You must ensure that **you** immediately notify **us** should **you** become aware that the condition of the **home** has deteriorated by any means and/or the **home** has been subject to unlawful access or attempted unlawful access of any kind.

14. Security of the Home

We will not pay any claim for loss or damage from unauthorised entry to the **home** unless the following security protections are fitted and maintained in good working order throughout the **period of insurance**:

- Final exit doors must be secured by a mortice deadlock with at least 5 levers or a rim deadlock installed conforming to British Standard 3621 or, if the door(s) are UPVC or double glazed, a multi-point locking system with either a lever or built-in deadlocking cylinder
- All other external doors must be secured by a mortice deadlock or a deadlock conforming to British Standard 3621 or by a multi-point locking system with either a lever or built-in deadlocking cylinder or key-operated security bolts fitted internally to the top and bottom
- All opening sections of the basement, ground floor and easily accessible windows, fanlights and skylights to the **buildings** are secured by key-operated window locks

15. When the Home is Unoccupied

We will not pay any claim for loss or damage resulting from unauthorised entry into the **home** when the **premises** are **unoccupied**, unless **you** or **your** adult representative ensures that the security of the **home** is in full and effective operation.

We will not pay any claim when the **home** is **unoccupied**, unless **you** or **your** adult representative:

- inspects the **premises** internally and externally once every 30 days
- keep a record of dates, times and any observations of internal and external inspections
- provides **us** with a copy of the inspection record when requested.

General Conditions

16. Inventory of the Home

You must ensure that **you** have an inventory of all the **landlords contents** in the **home** and a schedule detailing the condition of the property to avoid any misunderstandings or disputes at the end of each tenancy agreement.

17. HMO LICENSING

You must contact the Local Authority in relation to the **premises** to establish whether it is classed as a HMO property. If the **premises** are classed as a HMO property then **you** must comply with any HMO Licensing requirements set by the Local Authority.

General Exclusions

The following exclusions apply to all sections of this **policy**. Additional exclusions are shown in the sections to which they apply.

What is not covered:

1. Any loss or damage
 - that is not associated with the incident that caused **you** to claim unless expressly stated in this **policy**
 - occurring before cover starts or arising from an event before cover starts
 - caused by deliberate acts by **you** or any of **your** employees
 - or liability caused by deception other than by any person using deception to gain entry to **your home**
 - caused by *wear and tear* or any other gradually operating cause, *mechanical or electrical breakdown*, fault or failure

Examples of Wear & Tear

- Damp formed over a period of time
- Blocked or poorly maintained guttering
- Failure of a flat roof due to age
- Worn out carpets

Examples of Mechanical & Electrical Breakdown

- Electrical failure of an electrical component in televisions, computers etc
- Mechanical failure of a clock mechanism

2. Loss or destruction of or damage to any property or any loss or expenses arising from or any legal liability of any nature caused by or contributed to or by or arising from:
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
3. Any loss, damage, expense, or legal liability caused by, contributed to, or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. **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 therefrom;
 - b) any legal liability of whatsoever nature caused by or contributed to by or arising from:
 - (i) computer viruses, erasure or corruption of electronic data;
 - (ii) the failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion "computer virus" means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

General Exclusions

5. Loss or damage or liability 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.
 - 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.
6. **We** will not pay for loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
 - a) any legal liability of whatsoever nature;
 - b) death or injury to any person;caused by or contributed to by or arising from biological or chemical contamination due to or arising from;
 - (i) an **act of terrorism**; and/or
 - (ii) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived **act of terrorism**.
7. **We** will not pay for any reduction in value of the property insured following repair or replacement paid for under this insurance.
8. **We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanctions prohibition or restriction imposed by law or regulation.

Claims Conditions

The following claims conditions apply to sections 1 to 4 of this **policy**. Additional claims conditions are shown in the sections to which they apply. If **you** fail to comply with any of the conditions this may affect the settlement of any claim under sections 1 to 4 of this **policy**.

1. Your duties in the event of a claim – Things you need to do

- a) **Notifying us of a claim**
You must as soon as practically possible provide details of the claim or possible claim, using the claims contact details as stated in **your schedule**.
- b) **Circumstances of the claim**
You must provide **us** with written details of what has happened within 30 days and provide any other information **we** may require.
- c) **Liability Claims**
You must forward to **us** promptly, notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
- d) **Notifying the Police or other relevant authorities**
You must, following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property:
 - tell the police as soon as practically possible and, if required, any other relevant authorities
 - obtain an incident report number (where issued), a property irregularity or other appropriate report
- e) **Our representatives**
You must co-operate fully with **us** and **our** authorised representatives including loss adjusters and other experts that **we** have appointed at all times.
- f) **Other information and assistance**
You must promptly provide any information and assistance **we** may require.
- g) **Your authority**
You must not negotiate, pay, settle, offer to settle, admit to or deny any claim without **our** prior written consent.
- h) **Your Duty of Care**
You must take all care to limit any loss, damage or injury.
- i) **Evidence & Value**
You must provide **us** with evidence of value or age (or both) for all items involved in a claim.
- j) **Your Property**
Your property shall remain **yours** at all times. **We** shall not take ownership of or accept liability for any of **your** property unless **we** agree with **you** in writing that **we** shall do so.
- k) **Tenancy Agreement**
You must provide **us** with a copy of the tenancy agreement and proof of the tenants deposit held on request.

If **you** fail to comply with any of the points detailed in '1. Your duties in the event of a claim – Things you need to do' shown above this insurance may become invalid.

2. How we deal with your claim

- a) **Payment of claims**
Subject to **you** complying with '1. Your duties in the event of a claim - Things you need to do' as detailed above, **we** will ensure that **we** will pay sums due to **you** for any valid claim within a reasonable time, allowing for investigation and assessment of the claim.
- b) **Defence of claims**
We have the right to:
 - take full responsibility for conducting, defending or settling any claim in **your** name
 - take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance

Claims Conditions

c) **Joint Insureds**

The most **we** will pay is the relevant **sum insured**. If there is more than one of **you** the total amount **we** will pay will not exceed the amount **we** will be liable to pay any one of **you**.

d) **Our Rights**

After a claim **we** have the right to:

- take over and conduct in **your** name, the defence or settlement of any claim
- prosecute in **your** name to recover, at **our** expense and for **our** benefit, any payment **we** have made under this insurance
- inspect any damaged property should **we** wish to do so

e) **Excess**

If **your** claim is in respect of a single event and **we** are paying **you** under multiple sections of **your policy** then **we** will only deduct the highest **excess** of those sections rather than deducting each **excess** under each section.

Section 1 - Buildings - Standard Cover

The following cover applies only if **your schedule** shows that it is included.

We will not pay more than the **sum insured** less the **excess** for each **premises** shown in **your schedule**.

What is covered

This insurance covers the **buildings** for physical loss or damage caused by

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. escape of water from or frost damage to fixed water tanks, apparatus or pipes
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation
6. theft or attempted theft
7. collision by any vehicle or animal
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously

What is not covered

We will not pay

- a) for loss or damage caused by fire unless the all electrical circuits are switched off/tripped at the consumer unit while the **home is unoccupied** except any electrical circuits needed to maintain any fire or intruder alarm system in operation.
- b) for loss or damage caused by fire as a result of an accumulation of combustible materials such as junk mail and newspapers not being removed at every 30 day inspection of the **premises** while the **home is unoccupied**.
- a) for loss or damage caused by **subsidence, heave or landslip** other than as covered under number 9 of section one.
- b) for loss or damage to domestic fixed fuel-oil tanks in the open, **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, gates and fences, septic tanks, lamp posts, wind turbines, solar panels and ornamental fountains and ponds.
- c) for loss or damage while the **home is unoccupied**.
- a) for loss or damage caused by **subsidence, heave or landslip** other than as covered under number 9 of section one.
- b) for loss or damage to domestic fixed fuel-oil tanks, **swimming pools**, hot tubs and ornamental fountains or ponds.
- c) for loss or damage while the **home is unoccupied**.
- d) for loss or damage due to the lack of grouting or sealant.
- a) for loss or damage while the **home is unoccupied**.
- b) any amount over £50,000 for clean up costs following the escape of oil.
- a) for loss or damage while the **home is unoccupied**.
- b) for loss or damage resulting from theft or attempted theft from the **home** unless as a result of violent and/or forcible entry or exit.
- a) for loss or damage while the **home is unoccupied**.

Section 1 - Buildings - Standard Cover

What is covered

9. **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**

10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts

11. falling trees, telegraph poles or lamp-posts

What is not covered

We will not pay

- a) for loss or damage to **swimming pools**, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless **your home** is damaged by the same cause and at the same time.
 - b) for loss or damage caused by impact and infill.
 - c) for loss or damage occurring while the **buildings** are undergoing demolition, structural alterations or structural repairs.
 - d) for loss or damage caused by **settlement**.
 - e) for loss or damage caused by riverbank or coastal erosion.
 - f) for loss or damage arising from defective materials or faulty workmanship.
 - g) for loss or damage arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time.
- a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts.
 - a) for loss or damage caused by trees being cut down or cut back within the **premises**.
 - b) for loss or damage to gates and fences.
 - c) for removing any part of the tree that is still below the ground.
 - d) for restoring the site.

Section 1 - Buildings - Additional Cover

The following additional cover is automatically provided by the **policy** unless amended by **endorsement** under the 'Endorsement(s) applying' section of **your schedule**.

What is covered

A - Accidental Damage to Fixtures & Fittings

We will pay for **accidental damage** to:

- fixed glass and double glazing (including the cost of replacing frames)
- solar panels
- **sanitary ware**
- ceramic hobs

all forming part of the **buildings**.

B - Accidental Damage to Services

We will pay for **accidental damage** to:

- domestic oil pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables

which **you** are legally responsible for and which provide services to or from **your home**.

C - Loss of Rent/Alternative Accommodation

The rent **you** would have received but are unable to recover while the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover.

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay as the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover

D - Professional Fees & Expenses

Expenses **you** have to pay and which **we** have agreed in writing for:

- architects', surveyors', consulting engineers' and legal fees
- the cost of removing debris and making safe the **buildings**
- costs **you** have to pay in order to comply with any government or local authority requirements

following loss or damage to the **buildings** which is covered under this section.

What is not covered

We will not pay

a) for loss or damage while the **home** is **unoccupied**.

a) for loss or damage while the **home** is **unoccupied**.

- a) any amount over 10% of the **sum insured** for the **buildings** damaged or destroyed.
- b) any loss of rent payable after the property is reinstated and ready for habitation.
- c) any costs incurred without **our** agreement to pay.
- d) any costs recoverable elsewhere.
- e) more than 12 months for this additional cover.

- a) any expenses for preparing a claim or an estimate of loss or damage.
- b) any costs if government or local authority requirements have been served on **you** before the loss or damage.

Section 1 - Buildings - Additional Cover

What is covered

E - Loss of Metered Water

Increased domestic metered water charges **you** have to pay following an escape of water which gives rise to an admitted claim under number 4 of this section.

F - Sale of Home

Anyone buying the **home** will have the benefit of this section until the sale is completed or the insurance ends, whichever is sooner.

G - Trace & Access

The costs incurred to find the source of escape of:

- Water, oil or gas from any domestic water or heating installation within the **home** including subsequent repairs to walls, floors and ceilings
- Water from underground service pipes, cables, sewers and drains for which **you** are legally responsible outside the **home** but at the address shown on **your schedule**.

H - Squatters

The cost of alternative accommodation for **your** tenants and **your** tenants pets while **your home** is occupied by squatters.

I - Ground Rent

Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover.

J - Damage by Emergency Services

The cost of restoring any loss or damage caused to landscaped gardens by the Emergency Services in attending the **premises** due to loss or damage which is covered under numbers 1 to 11 in Section 1 – Buildings – Standard Cover.

K - Replacement Locks

Costs **you** have to pay for replacing locks and keys to safes, alarms, outside doors and windows of the **home** following:

- a) theft or loss of **your** keys; or
- b) where there is reasonable evidence that such keys have been copied by an unauthorised person.

What is not covered

We will not pay

a) more than £1,000 in any **period of insurance**. If **you** claim for such loss under sections one and two, **we** will not pay more than £1,000 in total.

b) for loss of metered water whilst **your home** is **unoccupied**.

a) if the **buildings** are insured under any other insurance.

a) more than £5,000 in any **period of insurance**.

b) any costs incurred whilst your **home** is **unoccupied**.

a) more than £5,000 any one claim.

a) any amount over 10% of the **sum insured** for the **buildings** damaged or destroyed.

b) any ground rent payable after the property is reinstated and ready for habitation.

c) any costs incurred without **our** agreement to pay.

d) any costs recoverable elsewhere.

e) more than 12 months for this additional cover.

a) more than £1,000 any one claim.

a) any amount over £2,500 in any **period of insurance**. If **you** claim for such loss under sections one and two, **we** will not pay more than £2,500 in total.

Section 1 - Buildings - Additional Cover

What is covered

- L - Unauthorised Use of Electricity Gas or Water**
The costs of metered electricity, gas or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession or occupying the **home** without **your** consent
- M - Theft or attempted theft by Tenant(s)**
We will pay for theft or attempted theft by **your** tenant(s).
- N - Loss of Oil**
Loss of domestic oil from fixed fuel oil tanks
- O - Emergency Entries**
Damage to the **buildings** caused when the fire service, the police or the ambulance service have to make a forced entry because of an emergency to **your** tenant staying at **your home**.
- P - Garden, Plants & Shrubs**
Damage to **your** garden caused directly by fire, lightning, explosion, impact by any aircraft or other aerial devices, rail or road vehicles or anything dropped from an aircraft theft, vandalism and malicious damage.

What is not covered

We will not pay

- a) more than £2,500 any one claim
b) where **you** have not acted to stop the unauthorised use once **you** had immediately be made aware of the unauthorised use.
- a) If **you** do not inspect the **premises** in accordance with General Condition 12 shown on page 10.
b) More than £5,000 any one claim
c) Any amount recoverable from **your** tenants deposit.
- a) more than £1,000 in any **period of insurance**. If **you** claim for such loss under sections one and two, **we** will not pay more than £1,000 in total.
b) for loss of oil whilst **your home** is **unoccupied**.
- a) more than £1,000 any one claim.
- a) More than £1,000 any one claim.
b) More than £250 for any one plant, tree or shrub.
c) Any costs relating to any undamaged part of the garden.
d) Any plants grown on a commercial basis.

Section 1 - Buildings - Accidental Damage

The following applies only if the **schedule** shows that **accidental damage** to the **buildings** is included.

This extension covers **accidental damage** to the **buildings** **We will not pay**

- a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section one.
- b) for the **buildings** moving, settling, collapsing or cracking.
- c) for damage while the **home** is being altered, repaired, maintained or extended.
- d) for the cost of maintenance and routine decoration.
- e) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.
- f) for damage to **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, septic tanks, lamp posts, ornamental fountains and ponds and fuel tanks.
- g) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination.
- h) for damage caused by chewing, tearing, scratching or fouling by **your** or **your** tenants pets.
- i) for damage arising from faulty design, specification, workmanship or materials.

Section 1 - Buildings - Conditions that Apply to this Section Only

How we deal with your claim

1. If **your** claim for loss or damage is covered under section one, **we** will at **our** option pay the costs of repairing or rebuilding as long as:
 - the **buildings** were in a good state of repair immediately prior to the loss or damage and
 - the **sum insured** is enough to pay for the full cost of rebuilding the **buildings** in their present form and
 - the damage has been repaired or loss has been reinstated.
2. **We** will pay up to 50% of the cost of replacing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function but no more than the **buildings sum insured** shown in **your schedule**.

Your sum insured

1. **We** will not reduce the **sum insured** under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
2. If **you** are under-insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your sum insured** for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your sum insured** only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

We will not pay more than the **sum insured** less the **excess** for each **premises** shown in **your schedule**.

Section 2 - Landlords Contents - Standard Cover

The following cover applies only if **your schedule** shows that it is included.

We will not pay more than the **sum insured** less the **excess** shown in **your schedule**.

What is covered

This insurance covers the **landlords contents** for physical loss or damage caused by

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. escape of water from fixed water tanks, apparatus or pipes
5. escape of oil from a domestic fixed oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation
6. theft or attempted theft
7. collision by any vehicle or animal
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
9. **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**
10. falling trees, telegraph poles or lamp-posts

What is not covered

We will not pay

- a) for loss or damage caused by fire unless the all electrical circuits are switched off/tripped at the consumer unit while the **home** is **unoccupied** except any electrical circuits needed to maintain any fire or intruder alarm system in operation.
- b) for loss or damage caused by fire as a result of an accumulation of combustible materials such as junk mail and newspapers not being removed at every 30 day inspection of the **premises** while the **home** is **unoccupied**.
- a) for property in the open.
- b) for loss or damage while the **home** is **unoccupied**
- a) for loss or damage while the **home** is **unoccupied**
- b) for loss or damage due to the lack of grouting or sealant
- a) for loss or damage while the **home** is **unoccupied**.
- b) any amount over £50,000 for clean up costs following an escape of oil.
- a) for loss or damage while the **home** is **unoccupied**.
- b) for loss or damage resulting from theft or attempted theft from the **home** unless as a result of violent and/or forcible entry or exit.
- a) for loss or damage while the **home** is **unoccupied**.
- a) for loss or damage caused by impact and infill.
- b) for loss or damage occurring while the **buildings** are undergoing demolition, structural alterations or structural repairs.
- c) for loss or damage caused by **settlement**.
- d) for loss or damage caused by riverbank or coastal erosion.
- e) for loss or damage arising from defective materials or faulty workmanship.
- f) for loss or damage arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time.
- a) for loss or damage caused by trees being cut down or cut back within the **premises**.

Section 2 - Landlords Contents - Additional Cover

The following additional cover is automatically provided by the **policy** unless amended by **endorsement** under the 'Endorsement(s) applying' section of **your schedule**.

What is covered

A - Accidental Damage to Electronic Equipment

We will pay for **accidental damage** to televisions and other audio and visual equipment all situated within the **home** and which belong to **you** as landlord.

B - Alternative Accommodation

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay as the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Landlords Contents – Standard Cover

C - Loss of Oil

Loss of domestic oil from fixed fuel oil tanks

D - Common Parts

Loss or damage to **landlords contents** of Common Parts of the **premises** to which all tenants have access following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Landlords Contents – Standard Cover.

E - Theft or attempted theft by Tenant(s)

We will pay for theft or attempted theft by **your** tenant(s).

F - Loss of Metered Water

Increased domestic metered water charges **you** have to pay following an escape of water which gives rise to an admitted claim under number 4 of this section

G - Replacement Locks

Costs **you** have to pay as leaseholder (not tenant) for replacing locks and keys to safes, alarms, outside doors and windows of the **home** following:

- theft or loss of **your** keys; or
- where there is reasonable evidence that such keys have been copied by an unauthorised person.

What is not covered

We will not pay

- for damage or deterioration caused in the process of repair, renovation, or dismantling.
 - for damage to tapes, records, cassettes, discs, memory sticks or computer software.
 - any amount recoverable from **your** tenant's deposit.
 - for mechanical or electrical faults or breakdown.
- any amount over 10% of the **landlords contents sum insured**.
 - any alternative accommodation costs **you** have to pay after the property is reinstated and ready for habitation .
 - any costs incurred without **our** agreement to pay.
 - any costs recoverable elsewhere.
 - more than 12 months for this additional cover.
- more than £1,000 in any **period of insurance**. If **you** claim for such loss under sections one and two, **we** will not pay more than £1,000 in total.
 - for loss of oil whilst the **home** is **unoccupied**.
- more than £1,000 in any **period of insurance**.
- If **you** do not inspect the **premises** in accordance with General Condition 12 shown on page 10.
 - More than £5,000 any one claim
 - Any amount recoverable from **your** tenants deposit.
- more than £1,000 in any **period of insurance**. If **you** claim for such loss under sections one and two, **we** will not pay more than £1,000 in total.
 - for loss of metered water whilst **your home** is **unoccupied**.
- any amount over £2,500 in any **period of insurance**. If **you** claim for such loss under sections one and two, **we** will not pay more than £2,500 in total

Section 2 - Landlords Contents - Additional Cover

What is covered

H - Squatters

The cost of alternative accommodation for **your** tenants and **your** tenants pets while **your home** is occupied by squatters.

I - Ground Rent

Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Landlords Contents – Standard Cover

What is not covered

We will not pay

- a) a) More than £5,000 any one claim.
- a) any amount over 10% of the **landlords contents sum insured**.
- b) any ground rent payable after the property is reinstated and ready for habitation.
- c) any costs incurred without **our** agreement to pay.
- d) any costs recoverable elsewhere.
- e) more than 12 months for this additional cover.

Section 2 - Landlords Contents - Conditions that Apply to this Section Only

How we deal with your claim

1. If **you** claim for loss or damage to the **landlords contents** we will at **our** option repair, replace or pay for any article covered under section two.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:

- the new article is as close as possible to but not an improvement on the original article when it was new; and
 - **you** have paid or **we** have authorised the cost of replacement.
2. **We** will pay up to 50% of the cost of replacing any undamaged parts of the **landlords contents** which form part of a pair, set, suite or part of a common design or function but no more than the **landlords contents sum insured** shown in **your schedule**.

Your sum insured

1. **We** will not reduce the **sum insured** under section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
2. If **you** are under-insured, which means the cost of replacing or repairing the **landlords contents** at the time of the loss or damage is more than **your sum insured** for the **landlords contents**, then **we** will only pay a proportion of the claim. For example if **your sum insured** only covers one half of the cost of replacing or repairing the **landlords contents**, **we** will only pay one half of the cost of repair or replacement

Limit of insurance

We will not pay any more than the **sum insured** for the **landlords contents** less the **excess** of each **premises** shown in **your schedule**.

Section 3 - Accidents to Domestic Staff

This section applies only if **Landlords Contents** are insured under Section 2.

What is covered

We will pay you

for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your** domestic staff employed in connection with the **premises** shown in the **schedule**

What is not covered

We will not pay you for **bodily injury** arising

- a) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**.
- b) from the ownership, operation or possession of any mechanically propelled vehicle (except domestic gardening equipment).

Limit of insurance

We will not pay more than £5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Section 4 - Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured under section one or the **landlords contents** are insured under section two of this insurance.

Part A - Legal Liability

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part A(i) below
- if the **landlords contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A(i) and Part A(ii) below
- if the **buildings** and **landlords contents** are insured, **your** legal liability as owner or occupier is covered under Part A(i) and Part A(ii) below

What is covered

We will pay you

i) as owner or occupier for any amounts **you** become legally liable to pay as damages for:

- **bodily injury**
- damage to property

caused by an accident happening at the **premises** during the **period of insurance**,

OR

ii) as a private individual for any amounts **you** become legally liable to pay as damages for:

- **bodily injury**
- damage to property

caused by an accident happening anywhere in the world during the **period of insurance**

What is not covered

We will not pay **you** for any liability

a) for **bodily injury** to

- **you**
- any other permanent member of the **home**
- any person who at the time of sustaining such injury is engaged in **your** service.

b) for **bodily injury** arising from any infectious disease, virus or syndrome, including, but not limited to, sexually transmitted diseases or viruses, such as human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any variations however caused.

c) arising out of any criminal or violent act to another person or property.

d) for damage to property owned by or in the charge or control of

- **you**
- any other permanent member of the **home**
- any person engaged in **your** service.

e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**.

f) arising out of advice given, services rendered or any activity in respect of any profession, occupation or business, other than using the **premises** for the business purposes of residential letting.

g) which **you** have assumed under contract and which would not otherwise have attached.

h) arising out of **your** ownership, possession or use of:

- any motorised or horsedrawn vehicle other than domestic gardening equipment used within the **premises**
- any power-operated lift (other than domestic stairlifts)
- any aircraft or watercraft other than manually operated rowing boats, punts or canoes
- any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs Amendment 1997, The Dogs (Northern Ireland) Order 1983, The Dangerous Dogs (Northern Ireland) Order 1991 or the Control of Dogs (Scotland) Act 2010 or any amending legislation.

Section 4 - Legal Liability to the Public

What is covered

Part B - Unrecovered Damages

We will pay for

sums which **you** have been awarded by a court in the **United Kingdom** and which still remain outstanding three months after the award has been made provided that:

- Part A ii) of this section would have indemnified **you** had the award been made against **you** rather than to **you**
- there is no appeal pending
- **you** agree to allow **us** to enforce any right which **we** shall become entitled to upon making payment

Part C - Defective Premises Act

We will pay for

any amount **you** become legally liable to pay under section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **home** previously owned and occupied by **you**

Limit of insurance

We will not pay

- in respect of pollution and/or contamination: more than £2,000,000 in all
- in respect of other liability covered under section four: more than £2,000,000 in all for Part A and C, and £100,000 for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing

What is not covered

- i) if **you** are entitled to payment under any other insurance until such insurance is exhausted.
- j) in respect of any kind of pollution and/or contamination other than:
 - 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 **premises** named in the **schedule**; and
 - reported to **us** as soon as practically possible, but not later than 30 days from the end of the **period of insurance**; in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.
- k) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**.

We will not pay **you**

- a) for any amount in excess of £100,000.

We will not pay **you**

- a) for any liability if **you** are entitled to payment under any other insurance .
- b) for the cost of repairing any fault or alleged fault.

Section 5 - Landlords Legal Expenses & Rent Guarantee

How much we will pay

Your schedule shows the provider and **underwriter** of this section.

In the event of a valid claim under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a conflict of interest arises.

Claims must be reported to us within 180 days of the **insured incident** other than in relation to Tenancy Eviction and Rent Guarantee where claims must be submitted within 45 days of the **insured incident**. Notification will only be deemed to have been made upon receipt by **us** of a fully completed claim form accompanied with all requested supporting documentation. Failure to notify the claim within this time will invalidate the insurance.

The insurance covers **costs** as detailed under the separate sections of cover, up to the **maximum amount payable** where:

- a) The **insured incident** takes place in the **period of insurance** and within the **territorial limits**
- b) The **legal action** takes place within the **territorial limits**.

This insurance does not provide cover where something **you** do or fail to do prejudices **your** position or the position of the **underwriter** in connection with the **legal action**.

Section 5 – Landlords Legal Expenses & Rent Guarantee – Additional Definitions – Words with Special Meanings

The following additional definitions apply to this section of the **policy** only. Where the following words appear in bold they have these special meanings:

Adviser

Our panel solicitor, their agents, or other appropriately qualified person, firm or company appointed by **us** to act for **you**.

Advisers' Costs

Reasonable legal fees incurred by the **adviser** up to the hourly rate shown in **our** fee scale ruling at the time the **adviser** is instructed and disbursements essential to **your** case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against **you** and paid on the standard basis of assessment.

Adverse Costs

Third party legal costs awarded against **you** which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

Deposit

The sum of money collected from the **tenant** in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) in respect of a **tenancy agreement** to which it applies and held by **you** or **your** agent as a payment for losses incurred by you arising from the **tenant** failing to perform his obligations set out in the **tenancy agreement**. A minimum amount equal to one month's **rent** must be retained as the **deposit**.

Dilapidations Inventory

A full and detailed inventory of **landlord contents** and their condition within the **home** which has been signed by the **tenant**.

Guarantor

The individual or organisation assigned to the **tenancy agreement** that has received a **tenant reference** and provided a financial guarantee of the **tenant's** performance of his obligations under the **tenancy agreement**.

Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **insured incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

Maximum Amount Payable

The maximum payable in respect of an **insured incident** as shown in **your schedule**.

Section 5 – Landlords Legal Expenses & Rent Guarantee – Additional Definitions - Words with Special Meanings

Proceedings

The pursuit of civil legal cases for damages or injunctions and the defence of criminal prosecutions.

Rent

The monthly amount payable by the **tenant** to **you** as set out in the **tenancy agreement**.

Tenancy Agreement

A **tenancy agreement** between **you** and the **tenant** in relation to the **home** which is:

- a) an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the **territorial limits**, or
- b) a Company Residential Tenancy (Company Let) created after 28th February 1997 where the **tenant** is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the **territorial limits** and the **home** is let purely for residential purposes of the **tenant's** employees and their family, or
- c) a written common law residential tenancy agreement created after 28th February 1997 between individuals where the **rent** is in excess of £100,000 per annum or its equivalent outside of England and Wales but within the **territorial limits**, and which is:
 - i. Appropriate for the tenancy; and
 - ii. Where relevant, signed and independently witnessed by **you**, the **tenant(s)** and if required as a condition of the **tenant reference**, the **guarantor**; and
 - iii. Free from any unreasonably restrictive covenants

The **tenancy agreement** must be for a fixed term of no more than 12 months.

Tenant

The occupier of the **home** named in the **tenancy agreement** as the **tenant** who has received a **tenant reference**.

Tenant Reference

A credit check against the **tenant** and any **guarantor** obtained from a licensed credit referencing company showing no County Court Judgments in the past three years and no outstanding County Court Judgments, together with copies of two forms of identification, one of which must contain a photograph, and a written employers' reference on company letter headed paper confirming their permanent and current employment and that their salary is at least a multiple of 2.5 of the **tenant's rent**.

If all of the above are not available or in the case of student and DSS tenants, a full **tenant reference** showing a Pass on the **tenant** and **guarantor** must be obtained from our approved Tenant Referencing Company. Details of these companies are available by referring to the Arc Legal website: <http://www.arclegal.co.uk/informationcentre/approved-referencing-list.php>.

Tenancy Period

The period of the tenancy unless notice to terminate the tenancy was issued by the landlord or **tenant** prior to any breach of the terms of the **tenancy agreement** by the **tenant**, in which case the **tenancy period** will end at expiry of such notice.

Territorial Limits

The United Kingdom.

We/us/our

As shown and defined under the 'Authorisation, Regulation & Compensation' section of **your schedule** for section 5.

Section 5 – Landlords Legal Expenses – Cover

The following cover automatically applies unless **your schedule** shows otherwise.

What is covered

1. Tenancy Eviction & Rent Arrears Pursuit

You are covered for **advisers' costs** to pursue:

Eviction **proceedings** against a **tenant** or **guarantor** to recover possession of the **home** where the **tenant** fails to perform his obligations set out in the **tenancy agreement** relating to the rightful occupation of the **home**. A **tenant** or **guarantor** for **rent** arrears owed on a tenancy relating to the **insured property** once possession has been gained.

What is not covered

We will not pay

- a) where **you** fail to provide evidence that **you** successfully completed a **tenant reference** on the **tenant** (and **guarantor** if required) prior to the start of the **tenancy agreement** or where the **tenancy agreement** started more than 31 days after the **tenant reference**
- b) arising from or connected to **your** performance of **your** obligations under the **tenancy agreement**
- c) arising from dilapidations unless the missing or damaged items were contained within a **dilapidations inventory**
- d) falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within the **territorial limits**
- e) relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended) or any equivalent Act outside of England and Wales but within the **territorial limits**
- f) where the **home** is not solely residential
- g) where the **tenant** is not aged 18 years or over
- h) where **you** have allowed the **tenant** into possession of the **home** before the **tenancy agreement** has been signed by all parties, a **tenant reference** has been obtained, all necessary statutory pre-grant notices to the **tenant** have been issued, the first month's **rent** and the **deposit** have been received in cash or cleared funds and the **dilapidations inventory** has been signed by the **tenant**
- i) where **you** have failed to keep full and up to date rental records or have allowed the **tenancy agreement** to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with
- j) if **you** or **your** agent gave any false or misleading information when **you** applied for the **tenant reference**
- k) where the **tenant** received a **tenant reference** subject to a **guarantor** and the **guarantor** was not correctly assigned to the **tenancy agreement**
- l) where **you** are in breach of any rules, regulations or Acts of Parliament relating to the **deposit**
- m) in relation to dilapidations by the **tenant** to the **home** or its contents where **you** have a policy of insurance that covers the dilapidations
- n) relating to any occupant of the **home** over the age of 18, other than the **tenant**
- o) where **advisers' costs** have been incurred as a result of **your** failure to follow the advice of the **adviser** or arising from **your** failure to take any action recommended by **us** or the **adviser** to recover possession of the **home** as promptly as possible

Section 5 – Landlords Legal Expenses – Cover

What is covered

2. Property Infringement

Proceedings for nuisance or trespass against the person or organisation infringing your legal rights in relation to the **home**.

The nuisance or trespass must have commenced at least 180 days after **you** first purchased this insurance.

3. Criminal Prosecution

You are covered for **advisers' costs** to defend Criminal Prosecutions brought against **you** in relation to the

home.

What is not covered

We will not pay

- a) arising from a dispute relating to a **tenancy agreement** or any other lease or licence to occupy property or land
- a) arising from something **you** have done, knowing it to be wrongful or ignoring that possibility

Section 5 – Landlords Rent Guarantee - Cover

The following cover applies only if **your schedule** shows that it is included.

What is covered

1. Rent Guarantee

You are covered for **rent** owed by a **tenant** under a **tenancy agreement** in relation to the **home** up to the **maximum amount payable**, where the **insured incident** occurs during the **period of insurance** and **you**, where appropriate, are pursuing a claim against the **tenant** to evict them from the **home**.

What is not covered, claims

- a) Where any of the relevant terms and conditions have not been met by **you** and/or **you** do not have a valid claim under Tenancy Eviction

Rent is only payable:

- a) For up to 6 month's or
- b) For the dates shown as the term in the **tenancy agreement**, (if the tenancy has been allowed to roll onto a monthly periodic term, up to expiry of any notice to bring the monthly periodic tenancy to an end) whichever is the lesser and
- c) For arrears occurring during the **tenancy period**, and
- d) Whilst the **tenant** (including any unauthorised occupant) remains in occupation of the **home** and
- e) Up to the **maximum amount payable**.

Rent Claims Payments:

1. **Rent** will be paid monthly in arrears at a rate of 1/30th for each continuous day that it is in arrears.
2. If the **tenant** is applying for Housing Benefit and has provided their housing benefit application reference number, **rent** will not be paid until the outcome of the Housing Benefit claim is known. If the **tenant's** Housing Benefit claim is rejected, **rent** will be paid under the Insurance backdated to the date that **you** could first claim. There is no cover under the insurance for any shortfall between the amount paid to the **tenant** as Housing Benefit and the **rent**. **You** or **your** managing agent must notify the Benefits Office of their interest.
3. If the **deposit** is more than the **excess**, the cover under the insurance will pay **rent** arrears after deduction of the balance of the **deposit**. If the balance of the **deposit** is subsequently required to meet the cost of dilapidations, this will be paid to **you**.
4. A minimum of £250 must be in arrears before any claim payments are made.

Section 5 – Landlords Legal Expenses & Rent Guarantee – Exclusions applying to this section of the policy

1. There is no cover where:
 - the **insured incident** occurs within the first 90 days of the **period of insurance** where the **tenancy agreement** commenced before the **period of insurance** unless **you** had continuous previous insurance
 - **your** act, omission or delay prejudices **your** or the **underwriters** position in connection with the **proceedings** or prolongs the length of the claim
 - a dispute arises between **you** and **your** agent or mortgage lender
 - the **insured incident** began to occur or had occurred before **you** purchased this insurance
 - **you** should reasonably have realised when purchasing or renewing this insurance that a claim under this insurance might occur
 - **your** act or omission prejudices **your** or the **underwriters'** position in connection with the **proceedings**
 - **you** have breached a condition of this insurance
 - **advisers' costs** have not been agreed in advance or are above those for which **we** have given **our** prior written approval
 - for any claim which is not submitted to us within 180 days of the **insured incident** occurring other than in relation to sections of cover Tenancy Eviction & Rent Arrears Pursuit and Rent Guarantee where claims must be submitted within 45 days of the **insured incident**
 - for **advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
 - for damages, interest, fines or costs awarded in criminal courts
 - **you** have other legal expenses insurance cover
 - for claims made by or against Plum Underwriting Ltd, the **underwriters**, the **adviser** or Arc Legal Assistance Ltd.
 - for appeals without the prior written consent of **us**
 - prior to the issue of court proceedings or unless a conflict of interest arises, for the costs of any legal representative other than those of the **adviser**
 - where a reasonable estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute
2. There is no cover for any claim arising from:
 - works undertaken or to be undertaken by or under the order of any government or public or local authority
 - planning law
 - the construction of or structural alteration to buildings
 - defamation or malicious falsehood
 - divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation
 - any venture for gain or business project of **yours** other than in relation to your activities as a Landlord
 - a dispute between persons insured under this **policy**
 - an application for Judicial Review
 - a novel point of law

Section 5 – Landlords Legal Expenses & Rent Guarantee – Claims Conditions

1. Claims

- a) **you** must report claims as soon as reasonably possible within 180 days of the **insured incident** other in relation to sections of cover Tenancy Eviction & Rent Arrears Pursuit and Rent Guarantee where claims must be submitted within 45 days of the **insured incident**, by completing and submitting the claim form with all relevant information.
- b) if **rent** is overdue the **tenant** and any **guarantor** must be contacted within seven days to establish the reason for the default. If the **rent** is not paid within a further seven days the **tenant** and any **guarantor** must be contacted again. If the **tenant/guarantor** cannot be contacted, and it is lawful to do so, **you** or **your** agent must serve notice of a requirement to undertake an inspection in accordance with **your** rights within the **tenancy agreement** and visit the **home**. **You** should seek legal advice if **you** are unsure that such an inspection is lawful.
- c) **you** and **your** agent must act promptly to gain vacant possession of the **home** and recover **rent** arrears.
- d) In the event of a claim **you** or **your** agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **tenant** has vacated the **home**.
- e) **you** and/or **your** agent must attend any court hearing in relation to an **insured incident** if requested to do so by **us** or the **adviser**. Failure to attend will result in all cover under this insurance being withdrawn with immediate effect and no further claim payments being made.
- f) **we** may investigate the claim and take over and conduct the **proceedings** in **your** name. Subject to **your** consent which shall not be unreasonably withheld **we** may reach a settlement of the **proceedings**.
- g) **we**, on behalf of **underwriters** have the right under subrogation to pursue **proceedings** against the **tenant** or any **guarantor** to recover **rent** and **advisers' costs**.
- h) **you** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted. If Court Proceedings are required and **you** wish to nominate an alternative **adviser** to act for **you**, **you** may do so. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment available on request.
- i) The **adviser** will:-
 - i. Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii. Keep **us** fully advised of all developments and provide such information as **we** may require.
 - iii. Keep **us** regularly advised of **advisers' costs** incurred.
 - iv. Advise **us** of any offers to settle and payments in to court. If contrary to **our** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **we** agree in **our** absolute discretion to allow the case to proceed.
 - v. Submit bills for assessment or certification by the appropriate body if requested by **us**.
 - vi. Attempt recovery of costs from third parties.
- j) In the event of a dispute arising as to **advisers' costs** **we** may require **you** to change **adviser**.
- k) **underwriters** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are reasonable prospects of success.
- l) **you** shall supply all information requested by the **adviser** and **us**.
- m) **you** are liable for any **advisers' costs** if **you** withdraw from the **proceedings** without **our** prior consent. Any costs already paid by **us** will be reimbursed by **you**.
- n) any monies recovered from the **tenant** or **guarantor** will be retained by **us** to pay for any **advisers' costs** or **rent** that has been paid by **underwriters** under this insurance.

2. Disputes

Any dispute between **you** 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.

3. Prospects of Success

At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **your** interests

Section 5 – Landlords Legal Expenses & Rent Guarantee – Claims Procedure

How to Make a Claim

To make a claim, **you** can contact **us** by telephone, email or post – please refer to the section ‘How to Make a Claim’ in your **policy schedule** for the contact details.

Claims must be notified to the Claims Line within 180 days of the **insured incident** other in relation to sections of cover Tenancy Eviction & Rent Arrears Pursuit and Rent Guarantee where claims must be submitted within 45 days of the **insured incident**.

Failure to notify the claim within this time will invalidate the insurance cover.

This insurance only covers legal fees incurred by **our** panel solicitor or their agents appointed by **us** until court proceedings are issued. If court proceedings are issued or a conflict of interest arises, **you** may nominate another solicitor to act for **you**.

As soon as **you** have a legal problem that **you** may require assistance with under this insurance **you** should telephone the legal advice line.

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, **you** should contact the legal advice line for assistance.

If **rent** is overdue the **tenant** and any **guarantor** must be contacted within seven days to establish the reason for the arrears. If the **rent** is not paid within a further seven days the **tenant** and any **guarantor** must be contacted again. If the **tenant** cannot be contacted, and it is lawful to do so, **you** or **your** agent must serve notice of a requirement to undertake an inspection in accordance with **your** obligations within the **tenancy agreement** and then visit the **home**.

You or **your** agent should seek legal advice if **you** are unsure that such an inspection is lawful.

Claims Line

A claim form will be sent out by e-mail, fax or post within 24-hours. The claim form is required to be completed and returned along with supporting documentation within five days of it being received. To maintain an accurate record, **your** telephone call may be recorded.

Claim forms can also be obtained from: <http://www.arclegal.co.uk/informationcentre/index.php>

What happens next:

The claim will be assessed and if accepted and deemed appropriate, an Enquiry Agent will visit the **tenant** and any **guarantor**. If the Enquiry Agent is unable to reach an agreement with the **tenant/guarantor** to remedy his failure to perform his obligations under the **tenancy agreement**, **our** panel solicitors or their agents will be appointed to act for **you**.

Any **rent** arrears covered under the insurance will generally be paid within 21 days from the end of the rental month they became due, **you** may be required to complete a continuation claim form before each **rent** claim payment is made.

You or **your** agent must give all information requested by **us** or the **adviser** within five days of receiving the request for that information.

You or **your** agent must attend any court hearing if requested by the **adviser**.

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