



# **Landlord Property Insurance Policy booklet**

January 2021



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## Welcome to Your Let Property Insurance Policy

### Your Insurers

This insurance is underwritten by UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check our details on the Financial Services Register <https://register.fca.org.uk/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. You can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk/>.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

### Your Cover

If **you** have paid the premium as shown in the **schedule**, **we** will agree to insure **you**, subject to the terms, conditions and any endorsements attaching to this **policy**, against loss or damage or legal liability **you** may incur for accidents or losses occurring during the **period of insurance** as shown in the **schedule**.

Please take time to read the contents of this **policy**, including how to make a claim. This **policy** and its **schedule** are important documents. Please keep them in a safe place in case **you** need to refer to them for any reason. If **you** do need to discuss any aspect of this **policy**, please contact the agent who helped **you** complete this insurance.

### Governing Law

This **policy** is governed by English law.

For and on behalf of UK General Insurance Ltd



## How do I make a claim under my insurance policy?

If **you** wish to make a claim under sections 1 and 2 please contact:

Davies Group on:

Tel: **0344 856 2491**

Email: [claims@davies-group.com](mailto:claims@davies-group.com)

Davies Group Ltd, PO Box 3097, Smithfield 2, Hanley, Stoke on Trent ST1 3DH

Section 3 – Liabilities

To make a claim contact Langleys Solicitors on:

Tel: **01904 686 790**

Section 4 – Landlords Professional Fees and Rent Guarantee

To make a claim contact Legal Insurance Management on:

Tel: **0345 604 4894**

## Claims procedure and conditions – applicable to all sections of this insurance (other than the Landlords Professional Fees and Rent Guarantee section)

### If You need to make a claim under this policy, You must do the following:

- a) Provide **us** with full details of **your** claim as soon as possible after the event and always within 30 days.
- b) Immediately notify the police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain the Crime Reference Number.
- c) Take all steps necessary to reduce further loss, damage or injury.
- d) Provide **us** with all information and evidence, including written estimates and proof of ownership and value that **we** may request.
- e) Do not, under any circumstances effect full repairs without **our** prior written consent.
- f) Under no circumstances must **you** admit any liability or responsibility or negotiate or settle any aspect of any claim without **our** permission in writing.

### On receipt of a notification of a claim, we may do the following:

- a) Enter any **building** following loss or damage.
- b) Negotiate, defend or settle any claim made against **you**.
- c) Prosecute in **your** name for **our** benefit, any other person in respect of any Claim **we** may have to pay.
- d) Appoint a loss adjuster to handle the claim on **our** behalf.
- e) Arrange to repair the damage to the **building** and/or any other **property** or item and handle any salvage appropriately.

## Cancellation

**Your** right to cancel

**You** have the right to cancel this **policy** within 14 days from the date **you** purchased the **policy** or when **you** received the **policy** documentation, if this is later. **You** do not need to provide a reason for cancellation, and **we** will provide a full refund of any premium paid, unless **you** have made a claim or there has been an incident likely to result in a claim.

If **you** wish to cancel the **policy** after 14 days, **we** will provide a refund, less a proportionate charge for any cover already provided, unless a claim has been made or there has been an incident likely to result in a claim.

Where a claim has occurred or there has been an incident likely to result in a claim no refund of premium will be provided. If **you** pay for **your policy** by monthly instalments **you** must pay the remainder of the monthly instalments or pay the remainder of the annual premium in full.

Cancellation by **Us**

**We** may at any time cancel any insurance **policy** by giving 14 days' notice in writing, where there is a valid reason of doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include by are not limited to:

- Non-payment of premium
- Threatening and abusive behavior
- Failure to provide documents
- Non-compliance with **policy** terms and conditions

If **we** cancel **your policy**, **we** will provide a refund or **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 32.

## Definitions

The following definitions are only applicable to Buildings, Landlord's Contents and Landlord's Legal Liability and have the same meaning wherever they appear in these sections or **your schedule** and are highlighted in bold:

### Accidental Damage

Sudden and unexpected damage, occurring at a specific time and caused by external means.

### Buildings

Used wholly, or partially as private dwelling(s) and including domestic outbuildings, garages, domestic fixed fuel oil tanks, drives, patios and terraces, walls, gates and fences, swimming pools, tennis courts and including fixtures and fittings owned by **you**, or for which **you** are legally responsible, all being situated at the address(es) in the **United Kingdom**.

### Consequential Loss

Any other costs that are directly or indirectly caused by the event which led to **your** claim unless specifically stated in this **policy**.

### Endorsement

A specific term, condition or variation to the **policy**.

### Excess

The first amount of any claim for which **you** are responsible.

### Insurers / We / Us / Our

UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited

### Landlords Contents

Household goods and furnishings, appliances and aerals for which **you** are responsible and contained within the **buildings**, but excluding **valuables**, wearing apparel and pedal cycles.

### Period of Insurance

The period stated in the **schedule** for which **we** agree to grant cover, providing that the full premium has been paid to **us**.

### Policy

The **policy** incorporates the policy booklet, the **schedule** and all terms, conditions and endorsements of **your** insurance contract with **us**.

### Property

The **buildings** at the address(es) stipulated in the **schedule**.

### Schedule

The document which provides specific details of the insurance cover in force.

### Sum Insured

The amount as shown in the **schedule** and being the maximum amount **we** will pay in the event of any claim on this **policy**.

**Tenant**

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

**Tenancy Agreement**

**a.** A legal document in writing, made between **you** and the **tenant**, which is an Assured Shorthold **tenancy agreement**, within the meaning of the Housing Acts 1988 and 1996, or a Short Assured **tenancy** or an Assured **tenancy** as defined in the Housing (Scotland) Act 1988, or an **agreement** in which the **tenant** is a limited company. In Northern Ireland the **agreement** between **You** and the **tenant** to let the **property** must not be a Protected **Tenancy**, or a Statutory **tenancy** within the meaning of the Rent (NI) Order 1978, nor a Protected Shorthold **tenancy** within the meaning of Housing (NI) Order 1983, or an **agreement** in which the **tenant** is a limited company, or an **agreement** or lease of a commercial premises, or

**b.** Any other **agreement** as agreed by **us** in writing.

**Uninsurable Risks**

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

**United Kingdom**

Great Britain, Isle of Man and Northern Ireland.

**Unoccupied**

A property that it is not lived in by a **tenant**. This is deemed to start from the date that the last **tenant** vacated the **property**, which may pre-date the inception of the insurance granted by this **policy**.

**Valuables**

Articles made from precious metals, jewellery, watches, stamps, medals, money, photographic equipment, furs, curios, works of art and home computer equipment.

**Vermin**

Various small animals or insects, such as brown or black rats, House or field mice, wasps or hornets, that are destructive, annoying or injurious to health.

**You/Your/Yours**

The person(s) as specified in the **schedule**, or in the event of their death, their legally appointed representative.



## Section 1 - Buildings

We cover **your buildings** against loss or damage caused by the following insured perils:

### 1. Fire, smoke, explosion, lightning, or earthquake

*Excluding*

- a. loss or damage caused by smog, industrial or agricultural output.

### 2. Storm or flood

*Excluding*

- a) loss or damage caused by frost
- b) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts
- c) loss or damage caused by rising water table levels.

### 3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes

*Excluding*

- a) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped
- c) loss or damage caused by gradual emission
- d) the first £500 of every claim, unless otherwise specified in the **schedule**.

### 4. Theft or attempted theft caused by violent and forcible entry or exit

*Excluding*

- a) Theft or attempted theft by any **tenant** or person lawfully on the **property**
- b) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- c) loss or damage caused by deception, unless deception is used solely to gain entry to **your property**.

### 5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.

### 6. Riot, civil commotion, labour and political disturbances.

### 7. Malicious damage or vandalism

*Excluding*

- a) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more.
- b) Malicious damage or vandalism by any **tenant** or person lawfully on the **property**. *(If malicious damage by tenant is shown on **your schedule**, please refer to page 10 for terms and conditions)*

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

*Excluding*

- a) loss or damage caused by erosion of any coast or riverbank
- b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main **building** is damaged at the same time
- c) loss or damage caused by structural repairs, alterations, demolitions or extensions

- d) loss or damage arising from faulty or defective workmanship, designs or materials
- e) normal settlement, shrinkage or expansion
- f) the first £1,000 of every claim, unless otherwise specified in the **schedule**.
- g) loss or damage that originated prior to the inception of this **policy**
- h) loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause
- i) loss or damage to **buildings** caused by the action of chemicals, or by the reaction of chemicals with any material which forms part of the **buildings**.

#### **9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts**

##### *Excluding*

- a) loss or damage caused by maintenance to trees
- b) loss or damage to gates and fences
- c) loss or damage to aerials, dishes and masts.

#### **10. Accidental damage to fixed glass, sanitary fixtures and ceramic hobs forming part of the property**

##### *Excluding*

- a) loss or damage whilst the **buildings** are **unoccupied**, for 60 days or more
- b) loss or damage caused by chipping, denting or scratching
- c) loss or damage to ceramic hobs in free-standing cookers.

#### **11. Accidental damage to underground pipes, cables and services for which You are responsible**

##### *Excluding*

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

#### **12. Loss of rent and/or cost of alternative accommodation incurred by You as a result of the buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 1 of this policy**

##### *Excluding*

- a) any amount in **excess** of 20% of the **sum insured** on the **buildings**
- b) losses incurred in any period exceeding 12 months from the date that the **property** became uninhabitable, unless stated otherwise in the **schedule**.
- c) loss where a valid claim has not been accepted by the **insurers** under Section 1 of this **policy**

#### **13. Increased metered water charges incurred by You, which result from the escape of water, for which a successful claim has been made under Section 1, Peril 3 of this policy**

##### *Excluding*

- a) any amount in excess of £750 in any **period of insurance**.

#### **14. Expenses incurred by You as a result of the removal of debris, compliance with Government or Local Authority requirements, architect and surveyor fees incurred in the reinstatement of the building, following loss or damage caused by any of the perils listed in Section 1 of Your policy**

##### *Excluding*

- a) any fees charged in the preparation of a claim.

**15. Expenses incurred by You in locating the source and subsequent making good of damage, following loss or damage for which a successful claim has been made under Section 1, Peril 3 or Peril 11 of this policy**

*Excluding*

- a) any amount in **excess** of £2500
- b) loss or damage to the apparatus from which water or oil has escaped.

**Additional Cover – only applicable if shown as being covered on the schedule**

**16. Accidental Damage to the buildings in addition to the perils listed in paragraphs 1 to 11 of this section**

*Excluding*

- a) loss or damage caused by **uninsurable risks**
- b) loss or damage caused by **vermin**; fungus; insects or domestic pets
- c) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- d) the cost of normal maintenance
- e) loss or damage caused by wet or dry rot; faulty workmanship or design
- f) loss or damage as a result of any building alterations, renovations or repairs
- g) loss or damage if previously specifically excluded from cover.

**17. Malicious Damage caused by the Tenants to the Buildings in addition to the perils listed in Paragraph 1 to 11 of this section up to a maximum of £5,000**

*Excluding*

- a) loss or damage caused by **uninsurable risks**
- b) loss or damage caused by **vermin**; fungus; insects or domestic pets
- c) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more. An **excess** of £250 applies if the **property** is **unoccupied** for 30 days or more.
- d) the cost of normal maintenance
- e) loss or damage caused by wet or dry rot; faulty workmanship or design
- f) loss or damage as a result of any building alterations, renovations or repairs
- g) loss or damage if previously specifically excluded from cover.
- h) any amount recoverable from the **tenant** up to the total amount of the initial deposit (proof of the deposit paid by the **tenant** must be submitted in the event of a claim).
- i) any loss or damage which is insured by a **policy** issued to the tenant.

## Conditions that apply to Section 1 – Buildings

### Index-linking Clause

The sums insured in Section 1 may be adjusted each month in accordance with The House Rebuilding Costs Index, issued by the Royal Institute of Chartered Surveyors.

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

### Basis of Claims Settlement

In the event of loss or damage to the **buildings**, **we** will pay the full cost of reinstatement, as long as the **buildings** are maintained in a good state of repair and they are insured for the full cost of reinstatement. If the **buildings** have not been maintained in a good state of repair, **we** will make a deduction for wear and tear or gradual deterioration.

In respect of any claim made under this **policy**, **our** liability will:

**1)** not exceed the proportion that the sum(s) insured bears to the full cost of reconstruction of the **property**, as stated in the **schedule**.

**2)** not exceed the **sum insured** for the **property**, as stated in the **schedule**.

It is **your** responsibility to ensure that, at all times the **buildings sum insured** reflects the total cost of reinstatement and associated fees.

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

**We will not reduce the sum insured under this section following a claim, provided that you agree to carry out any recommendations which we make to prevent further loss or damage.**

## Section 2 – Landlord’s Contents

**We** will cover **landlord’s contents** against loss or damage caused by the following insured perils:

### 1. Fire, smoke, explosion, lightning, or earthquake

*Excluding*

- a) loss or damage caused by smog, industrial or agricultural.

### 2. Storm or flood

*Excluding*

- a) **landlords contents** in the open
- b) loss or damage caused by frost
- c) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts
- d) loss or damage caused by rising water table levels.

### 3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes

*Excluding*

- a) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped
- c) loss or damage caused by gradual emission
- d) the first £500 of every claim, unless otherwise specified in the **schedule**.

### 4. Theft or attempted theft caused by violent and forcible entry or exit

*Excluding*

- a) theft or attempted theft by any **tenant** or person lawfully on the **property**
- b) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- c) any amount in excess of £500 in respect of **landlord’s contents** contained within detached domestic outbuildings and garages
- d) loss of any item whilst in the open.

### 5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.

### 6. Riot, civil commotion, labour and political disturbances.

### 7. Malicious damage or vandalism

*Excluding*

- a) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- b) Malicious damage or vandalism by any **tenant** or person lawfully on the **property**. *(If malicious damage by tenant is shown on **your schedule**, please refer to page 14 for terms and conditions)*

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

*Excluding*

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

**9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts**

*Excluding*

- a) loss or damage caused by maintenance to trees
- b) loss or damage to aerials, dishes and masts.

**10. Costs of alternative accommodation incurred by You, as a result of the buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 2 of this policy**

*Excluding*

- a) any amount in **excess** of 20% of the **sum insured** on the **landlord's contents**.
- b) losses incurred in any period exceeding 12 months from the date that the **property** became uninhabitable, unless stated otherwise in the **schedule**.
- c) loss where a valid claim has not been accepted by the **insurers** under Section 2 of this **Policy**.

**11. Costs of replacement locks for external doors to the Buildings if Your keys are stolen**

*Excluding*

- a) Thefts not reported to the Police
- b) Any amount in **excess** of £250.

**12. Legal liability to the public, subject to a limit of indemnity of £2,000,000 (unless stated otherwise on the schedule) in respect of all sums for which You are legally liable, as the owner of the landlord's contents, to pay as compensation for accidental death or injury to any person, or loss or damage to third party property, including defence costs and expenses incurred with our prior consent**

*Excluding*

- a) bodily injury or death to any person who is engaged in **your** service, or is a member of **your** family or Household
- b) any claim arising directly or indirectly from the transmission of any communicable disease
- c) damage to **property** under **your** custody or control
- d) any claim arising out of any profession, occupation or business, other than through private letting of the **property**
- e) any claim arising out of the ownership, possession or operation of:
  - i) any mechanically propelled vehicle (other than a private garden vehicle) operated within **your property**
  - ii) any power operated lift
  - iii) any aircraft or watercraft
  - iv) a caravan, whilst being towed
  - v) any dogs designated as dangerous under the Dangerous Dogs Act 1991
- f) any claim arising out of pollution or contamination
- g) any claim where **you** are entitled to indemnity under any other insurance
- h) any cost or expense not agreed by **us** in writing.

**Additional Cover –only applicable if shown as being covered on the schedule**

**13. Accidental Damage cover to landlord's contents contained within the property in addition to those perils as listed in paragraphs 1 to 9 of this section**

*Excluding*

- a) loss or damage if previously specifically excluded from cover
- b) loss or damage caused by normal wear and tear
- c) loss or damage caused by **vermin**, insects, fungus or atmospheric or climatic conditions
- d) loss or damage caused by cleaning or making repairs or alterations
- e) loss or damage caused by pets
- f) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- g) loss or damage as a result of mechanical or electrical breakdown.

**14. Malicious Damage caused by the Tenants to landlords contents in addition to the perils listed in Paragraph 1 to 11 of this section up to a maximum of £5,000**

*Excluding*

- a) loss or damage caused by **uninsurable risks**
- b) loss or damage caused by **vermin**; fungus; insects or domestic pets
- c) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more. An

- excess** of £250 applies if the **property** is **unoccupied** for 30 days or more.
- d) the cost of normal maintenance
- e) loss or damage caused by wet or dry rot; faulty workmanship or design
- f) loss or damage as a result of any building alterations, renovations or repairs
- g) loss or damage if previously specifically excluded from cover.
- h) any amount recoverable from the **tenant** up to the total amount of the initial deposit (proof of the deposit paid by the **tenant** must be submitted in the event of a claim).
- i) any loss or damage which is insured by a **policy** issued to the tenant.

## Conditions that apply to Section 2 – Landlord’s Contents

### Index-linking Clause

The sums insured in Section 2 may be adjusted each month in accordance with the Consumer Durable section of the General Index of Retail Prices, or its equivalent. No additional premium will be charged for each monthly increase, but at each renewal the premium will be calculated on the revised sums insured, which will be shown on the renewal **schedule**.

### Basis of Claims Settlement

In the event of loss or damage to **your landlord’s contents**, **we** will replace the damaged **landlord’s contents** as new, provided that the **sum insured** is at least equal to the cost of replacing all the **landlord’s contents**. At **our** option, **we** may either pay the cost of replacing the lost or damaged item as new, or pay the cost of repairing the item.

In respect of any claim made under this **policy**, **our** liability will:

- 1)** not exceed the proportion that the sum(s) insured bears to the full cost of replacement of **Your landlord’s contents**, as stated in the **schedule**.
- 2)** not exceed the **sum insured** for **Your landlord’s contents**, as stated in the **schedule**.

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

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

**We** will not reduce the **sum insured** under this section following a claim, provided that **You** agree to carry out any recommendations which **we** make to prevent further loss or damage.



### Section 3 - Landlord's Legal Liability

- 1. Legal liability to the public, subject to a limit of indemnity of £2,000,000 (unless stated otherwise on the schedule) in respect of all sums for which You are legally liable to pay as compensation for accidental death or injury to any person, or loss or damage to third party property, arising directly as a consequence of Your ownership of the property, including defence costs and expenses incurred with our prior consent**

*Excluding*

- a)** bodily injury or death to any person who is engaged in **your** service, or is a member of **your** family or Household
- b)** any claim arising directly or indirectly out of the transmission of any communicable disease
- c)** damage to **property** under **your** custody or control
- d)** any claim arising out of any profession, occupation or business, other than through private letting of the **property**
- e)** any claim arising out of the ownership, possession or operation of:
  - i)** any mechanically propelled vehicle (other than a private garden vehicle) operated within **your property**
  - ii)** any power operated lift
  - iii)** any aircraft or watercraft
  - iv)** a caravan, whilst being towed
  - v)** any dogs designated as dangerous under the Dangerous Dogs Act 1991
- f)** any claim arising out of ownership or use of any land or **building** not situated within the **buildings**, as specified in the **schedule**
- g)** any claim arising out of pollution or contamination
- h)** any claim, if **you** are entitled to indemnity under any other insurance
- i)** any cost or expense not agreed by **us** in writing.

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

- 2. Accidents to Domestic Employees subject to a limit of indemnity of £5,000,000 for damages and claimants' costs and expenses which You become legally liable to pay as compensation for accidental death of or bodily injury to or illness or disease of any domestic employee in connection with any one claim or series of claims made against You arising out of any one event occurring during the period of insurance and arising out of and in the course of employment within Great Britain, Northern Ireland, the Isle of Man or the Channel islands. We will also pay legal costs and expenses incurred with our written consent in the defense of any claim made against You.**

*Excluding*

- a)** liability arising directly or indirectly from the transmission of any communicable disease or virus by **you**
- b)** any **agreement** unless **you** would have been liable had the **agreement** not been made

- c) any claim or other proceedings against **you** lodged or prosecuted in a **court** outside the **United Kingdom**
- d) liability arising from any business or profession
- e) liability for death of, bodily injury to, or illness or disease of any member of **your** family
- f) liability for which compulsory insurance or security is required by any road traffic legislation.

#### **Section 4 – Landlord’s Professional Fees and Rent Guarantee**

**Landlord’s professional fees cover is automatically included with your policy. Rent guarantee cover is only applicable if shown as operative within our policy schedule.**

**IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY. FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY YOUR CLAIM.**

- All potential claims must initially be reported to **our** appropriate Claims Notification and Advice Helpline Services detailed below:-

**Legal Claims Notification & Advice Helpline Service – 0345 604 4894**

Operates 24 hours a day, 365 days a year.

This Helpline Service is only in respect of legal issues and cannot assist with any other insurance matter.

- **You** must have obtained and be able to produce a satisfactory **tenant reference** as defined within the **policy** for cover to be operative.
- This is a **policy** where **you** must notify **us** during the **period of insurance** and within 30 days of any circumstances which may give rise to any claim under this **policy**.
- If **you** can convince **us** that there are sensible prospects of being successful in **your** claim and that it is reasonable for **professional fees** to be paid We will:-
  - take over the claim on **your** behalf;
  - appoint a specialist of Our choice to act on **your** behalf.

- **We** may limit the **professional fees** that **we** pay under the **policy** where:-

**1. We** consider it is unlikely a reasonable settlement of **your** claim will be obtained; or

**2. The** potential settlement amount of **your** claim is disproportionate compared with the time and expense incurred in pursuing or defending **your** claim; or

**3. There** are insufficient prospects of obtaining recovery of any sums claimed.

Where it may cost **us** more to handle a claim than the amount in dispute **we** may at Our option pay to **you** the amount in dispute which will then constitute the end of the claim under this **policy**.

- If **legal proceedings** have been agreed by **us**, **you** may at this stage decide to nominate and use **your** own solicitor or indeed, **you** may wish to continue to use **our** own specialists. If **you** decide to nominate **your** own professional **we** must agree this in advance and **you** will be responsible for any **professional fees** in **excess** of those which **our** own specialists would normally charge **us** (Details are available upon request).
- At conclusion of **your** claim if **you** are awarded any costs (not **your** damages), these must be paid to **us**.
- If **rent** is overdue **you** must contact the **tenant** within 7 days to establish the reason for the default.
- If the **rent** is not paid within a further 7 days the **tenant** must be contacted again. If the **tenant** cannot be contacted, and it is lawful to do so **you** must serve notice of a requirement to undertake an inspection and visit the Property in accordance with **your** obligations within the **tenancy** Agreement.
- In the event that **you** make a claim under this **policy** which **you** subsequently discontinue due to **your** own disinclination to proceed, any **professional fees** incurred to date will become **your** own responsibility and will be required to be repaid to the **insurer**.

**Please note that if you engage the services of anyone prior to making contact with the appropriate claims notification and Advice Helpline Service and incur any costs without our prior written approval these costs will not be covered by this insurance.**

If upon receipt of this **policy** **you** are unhappy with any of the requirements as stated about please advise **your** insurance adviser immediately who subject to there being no claims on this **policy** will arrange a full refund of premium.

## **Definitions**

The following definitions are only applicable to the Landlord's Professional Fees and Rent Guarantee section.

### **Agent**

The **agent** appointed by the Coverholder to transact this insurance with **you**.

### **Authorised Professional**

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by **us** under the terms and conditions of this policy to represent **your** or an **insured person's** interests.

### **Claim Limit(s)**

The amount **we** will pay in respect of any one claim and the total amount payable within any one **period of insurance** as specified within the **schedule**.

### **Court**

A **court**, tribunal or other competent authority.

**Deposit**

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

**Event**

The initial **event**, act or omission which sets off a natural and continuous sequence of **events** that subsequently gives rise to a claim for **professional fees** and/or payment of a benefit under this policy.

**Excess**

The first amount of each and every claim as detailed on the **schedule** or Insured **event**.

**Guarantor**

The individual or organisation shown in the **tenancy agreement** that has received a written **tenant reference** and provided a financial guarantee of the **tenant's** performance of their obligations under the **tenancy agreement**.

**Insured Person**

The **policyholder** who **rents** the **property** to the **tenant** and is named in the **tenancy agreement**.

**Insurers**

This insurance is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc

**Legal Proceedings**

When formal **legal proceedings** are issued against an opponent in a **court** of Law.

**Letting Agent**

The organisation with whom **you** have entered into a formal written contract to let, manage and administer the **property** on **your** behalf.

**Period of Insurance**

The **period of insurance** shown in the **schedule**.

**Policyholder, You, Your**

The person or company who has paid the premium and is named in the **schedule** as the **policyholder**.

**Professional Fees**

Legal fees and costs reasonably and properly incurred by the **authorised professional**, with **our** prior written authority, including costs incurred by another party for which **you** are made liable by **court** Order or may pay with **our** consent in pursuit of a civil claim within the **territorial limits** arising from an Insured **event**. **Professional fees** will include VAT where it cannot be recovered.

**Property**

The **property** or Properties' details of which are lodged with the Coverholder and which are occupied for residential purposes only.

### **Prospect of Success**

At least 51% change of the Insured **Person(s)** achieving a favorable outcome.

### **Rent**

The monthly amount payable by the **tenant** to the **insured person** as set out in the **tenancy agreement** and shown in the **schedule**.

### **Rent Arrears**

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

### **Schedule**

The document which shows details of **you** and this insurance and is attached to and forms part of this policy.

### **Standard Professional Fees**

The level of **professional fees** that would normally be incurred by **us** in using a nominated **authorised professional** of **our** choice.

### **Tenancy Agreement**

**1.** A **tenancy agreement** in writing made between made between **you** and the **tenant**, which is an Assured Shorthold **tenancy agreement** or an Assured **tenancy** as defined in the Household Acts 1988 and 1996, or a Short Assured **tenancy** or an Assured **tenancy** as defined in the Housing (Scotland) Act 1988, or **tenancy agreement**. In Northern Ireland the **agreement** between **you** and the **tenant** to let the **property** must not be a Protected **tenancy**, or a Statutory **tenancy** within the meaning of the Rent (NI) Order 1978, nor a Protected Shorthold **tenancy** within the meaning of Housing (NI) Order 1983, or a **tenancy agreement** in which the **tenant** is a limited company, or a **tenancy agreement** or lease of a commercial premises, or

**2.** Any other residential **tenancy**.

### **Tenant(s)**

The individual('s) or company entitled to the **tenancy** of the **property**.

### **Tenant Reference**

**1.** A credit check against the **tenant** and any **guarantor** obtained from a licenced credit referencing company showing:

- a)** no County **Court** Judgments in the past three years;
- b)** no outstanding **County** Court Judgments in the past three years;
- c)** the **tenant's** or **guarantor's** financial ability to meet the **rent** commitment
- d)** that it is reasonable in the circumstances following receipt of the outcome of the credit check to grant a **tenancy agreement** to the **tenant**.

**2.** Copies of two forms of identification, one of which must contain a photograph where the **tenant** is an individual.

### **Territorial Limits**

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

### **Terrorism**

The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.

### **Time of Occurrence**

Civil Cases - when the **event** occurred or commenced whichever is the earlier.

Criminal Cases - when **you** or an **insured person** commenced or is alleged to have commenced to violate the criminal law in question.

### **We, Us, Our**

Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc

### **Cover**

**You** have paid the premium and supplied to **us** a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this **policy**.

Upon payment of the policy **excess** if applicable, **we** will pay **your** claim in accordance with **our standard professional fees** and where requested by **you** any other **insured person** up to the **claim limits** subject to the terms, conditions and exclusions of this policy, against **professional fees** arising from an insured **event** within the **territorial limits** where **you** notify **us** during the **period of insurance** and within 30 days of the **time of occurrence** of the **event**.

### **Insured events**

#### **1a - Breach of Tenancy Agreement**

A breach by the **tenant** of any of his obligations under the **tenancy agreement**.

*Excluding*

Excluding any claim where the **tenant** has behaved anti-socially

#### **1b - Pursuit of Rent Arrears**

The pursuit of **rent arrears** which commenced during the **period of insurance**.

*Excluding*

**Professional fees** incurred in connection with:-

1. Interest on **rent** or service charges payable by the **tenant**;
2. Any **rent** payable after **you** shall have recovered full and vacant Possession.

### **1c – Eviction**

The eviction of anyone in the **Property** without **Your** permission.

### **1d - Legal Defence**

The defence of civil or criminal proceedings in respect of any act or omission or alleged act or omission by **you** arising out of **your** ownership or management of the Property.

## **2 - Rent Arrears Guarantee**

The **insured person** is covered for **rent arrears** owed by the **tenant** under the **tenancy agreement** during the **period of insurance** and up to the **claim limits**, where an insured **event** under Section 1 occurs and the **insured person** is, where appropriate, pursuing Proceedings under this policy.

### **Cover is subject to:-**

- 1.** A full month's **rent** being in arrears after deduction of the **excess**;
- 2.** The **rent arrears** guarantee only being payable during the period of the **tenancy agreement** or until vacant possession has been gained, whichever occurs sooner;
- 3.** The claim being made during the **period of insurance**;
- 4.** **Rent Arrears** guarantee being paid at the rate of 1/30th of the **rent** for each continuous day in arrears.

## **General policy exclusions**

### **This insurance does not cover:-**

#### **1. Professional Fees** incurred:-

- a)** in respect of any **event** where the Time of Occurrence commenced prior to the commencement of the insurance;
- b)** where the **insured person** should reasonably have realised when purchasing this insurance that a claim under this insurance might occur;
- c)** before **our** written acceptance of a claim;
- d)** before **our** approval or beyond those for which **we** have given **our** approval;
- e)** where **you** fail to give proper instructions in due time to **us** or to the **authorised professional**;
- f)** where **you** are responsible for anything which in **our** reasonable opinion prejudices **your** case;
- g)** if **you** withdraw instructions from the **authorised professional**, fail to respond to the **authorised professional**, withdraw from the **legal proceedings** or the **authorised professional** refuses to continue to act for **you**;
- h)** where **you** decide that **you** no longer wish to pursue **your** claim as a result of disinclination. All costs incurred up until this stage will become **your** responsibility;
- i)** in respect of the amount in **excess** of **our standard professional fees** where **you** have elected to use an **authorised professional** of **your** own choice.

- 2.** the pursuit continued pursuit or defence of any claim if **we** consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;

3. claims which are conducted by **you** in a manner different from the advice or proper instructions of **us** or the **authorised professional**;
4. appeals unless **you** notify **us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **we** consider the appeal to have reasonable chance of success;
5. damages, fines or other penalties **you** are ordered to pay by a **court**, tribunal or arbitrator;
6. claims arising from an **event** arising from **your** deliberate act, omission or misrepresentation;
7. any dispute relating to written or verbal remarks which damage **your** reputation;
8. any **professional fees** relating to **your** alleged dishonesty or deliberate and wilful criminal acts or omissions;
9. **Professional fees** arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to **your** own requirements;
10. **Legal proceedings** outside the **territorial limits** and proceedings in constitutional international or supranational **courts** or tribunals including the European **Court** of Justice and the Commission and **Court** of Human Rights;
11. a dispute which relates to any compensation or amount payable under a contract of insurance;
12. a dispute with **us** not dealt with under the Arbitration condition;
13. an application for judicial review;
14. any **professional fees** incurred in defending or pursuing new areas of law or test cases;
15. any matter in respect of which an **Insured Person** is entitled to Legal Aid where **Our** liability shall be limited to the sum equal to any assessed income based contribution payable by the Insured Person towards **Professional Fees** incurred under the Crown **Court** Means Testing Scheme where this applies;
16. any **Professional Fees**, expenses or **Rent Arrears** that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
17. an **Event** which **You** notify to **Us** more than 30 days after it occurred or ought to reasonably have come to Your knowledge;
18. dilapidation claims which fall to be determined by way of the Small Claims Procedure in the County **Court** with respect to **Property** situated in England, Wales, or Northern Ireland or in Scotland the Small Claims Procedure in the Sheriff **Court** or



damage or loss of fixtures, furniture or equipment not referred to in an existing inventory signed by the **Tenant** prior to or at the commencement of the **Tenancy Agreement**;

**19.** where the amount in dispute is less than £250 including VAT;

**20.** an **Event** arising out of a **Tenancy Agreement** which does not fall within the definition of **Tenancy Agreement** in this policy;

**21.** the **Tenants** compensation payable by **You** following an Order of the Court or the terms of any settlement approved in writing by **Us**;

**22.** the **Tenancy Agreement** having been granted without first obtaining the requisite consent or licence;

**23.** payment or non-payment of service charges;

**24.** subsidence, mining, actual or proposed works by public or local authority;

**25.** an **Event** which occurs within the first 90 days of the **Period of Insurance** where the **Tenancy Agreement** commenced before the **Tenant Reference** unless the **Insured Person** had continuous legal expenses and **Rent** Guarantee insurance with another insurer in respect of the same **Tenancy Agreement** and the same **Tenant** and there had been no claims reported under that insurance;

**26.** claims where the **Tenancy Agreement** commenced more than 31 days after the date of the **Tenant** Reference;

**27.** claims which You fail to provide evidence relating to a **Tenant** Reference;

**28.** disputes between the **Insured Person** and their mortgage lender;

**29.** disputes where the **Tenant** is not aged 18 years or over;

**30.** claims if the **Insured Person** or their Letting **Agent** has allowed the **Tenant** into possession of the Insured Property prior to:-

- a) the **Tenancy Agreement** having been signed by all parties;
- b) a **Tenant Reference** having been obtained;
- c) all necessary statutory pre-grant notices to the Tenant having been issued;
- d) the first month's Rent and the Deposit having been received in cash or cleared funds;
- e) the dilapidations Inventory having been signed by the **Tenant**;

**31.** any claim where the **Insured Person** or their Letting **Agent** gave any false or misleading information when they applied for the **Tenant Reference** or for this insurance cover or where the **Tenant** received a **Tenant Reference** subject to a **Guarantor** and the **Guarantor** was not correctly assigned to the **Tenancy Agreement**;

**32.** any **Professional Fees** incurred arising out of **Rent** registration or reviews, purchasing the freehold of the **Property**, **Rent** tribunals, land tribunals or rate tribunals unless defending action brought against You by the Tenant;

**33. Rent Arrears** Guarantee claims unless the **Insured Person** and their Letting **Agent** act promptly to gain vacant possession of the Insured Property and recover Rent Arrears;

**34. Rent Arrears** Guarantee claims where the Property is not occupied for residential only purposes;

**35.** any direct or indirect liability, loss or damage caused:

- to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
- by computer viruses;

This does not apply to legal proceedings connected with claiming compensation following Your death or bodily injury

**36.** any claim or expense of any kind caused directly or indirectly by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;

**37.** any loss or damage caused by any sort of war, invasion or revolution;

**38.** any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;

**39.** any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of Terrorism.

#### **Policy Conditions applicable to Section 4**

##### **Insurance Act 2015**

Under the terms of the Insurance Act 2015, you have a duty to make a fair presentation of the risk. To ensure that you comply with this obligation, you must disclose clearly, accessibly and in good faith:

- i) All material facts you know, or should have known, or are suspected
- ii) Sufficient information to put a prudent underwriter on notice that they should make further enquiries.

You are not required to disclose details which diminish the risk, or which the underwriter knows, or ought to have known, but as well as the general details of the risk, you should disclose:

- Any special or unusual facts relating to the risk
- Any particular concerns which led you to seek insurance for this risk
- Any other fact being something that should be included within a fair presentation of risk to an underwriter.

Failure to do this could affect the validity of your policy and mean that it may not operate fully in the event of a claim. If you have any queries relating to what information should be disclosed as fair presentation of the risk, please contact your insurance broker.

**Alteration of Risk**

**You** shall notify **us** immediately of any alteration in risk which materially affects this insurance.

**Observance**

Our liability to make any payment under this policy will be conditional on **you** complying with the terms and conditions of this insurance.

**Claims**

**You** must tell **us** in writing within 30 days about any matter, which could result in a claim being made under this policy, and must obtain in writing **our** consent to incur **professional fees**.

**We** will give such consent if **you** can satisfy **us** that there are sufficient prospects of success in pursuing or defending **your** claim and that it is reasonable for **professional fees** to be paid and **you** have paid the **excess**.

**We** may require (at **our** discretion) **you** at **your** expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or **legal proceedings**. If **we** subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **we** decide that:-

1. **Your** prospects of success are insufficient;
2. It would be better for **you** to take a different course of action;
3. **We** cannot agree to the claim.

**We** will write to **you** giving **our** reasons and **we** will not then be bound to pay any further **professional fees** for this claim.

**We** may limit any **professional fees** that **we** will pay under the policy in the pursuit continued pursuit or defence of any claim:-

1. If **we** consider it is unlikely a reasonable settlement will be obtained; or
2. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
3. where there are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively where it may cost **us** more to handle a claim than the amount in dispute **We** may at **our** option pay to **you** the amount in dispute which shall be deemed to represent full and final settlement under this policy.

In the event that **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any legal costs incurred to date will become **your** own responsibility and will be required to be repaid to the **insurer**.

### **Representation**

**We** will take over and conduct in **your** name the prosecution, pursuit, defence or settlement of any claim. The **authorised professional** nominated and appointed by **us** will act on **your** behalf and **you** must accept **our** nomination.

If **legal proceedings** have been agreed by **us**, **you** may nominate **your** own **authorised professional** whose name and address **you** must submit to **us**. In selecting **your authorised professional you** shall have regard to the common law duty to minimise the cost for **your** claim. Any dispute arising from this shall be referred to arbitration in accordance with the policy conditions.

Where **you** have elected to us **your** own nominated **authorised professional you** will be responsible for any professional fees in **excess** of **our** standard **professional fees**.

### **Conduct of Claim**

**1. You** shall at all times co-operate with **us** and give to **us** and the **authorised professional** evidence, documents and information of all material developments and shall attend upon the **authorised professional** when so requested at **your** own expense.

**2. We** shall have direct access at all times to and shall be entitled to obtain from the **authorised professional** any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **you** shall give any instructions to the **authorised professional** which may be required for this purpose. **You** or **your authorised professional** shall notify **us** immediately in writing of any offer or payment into **Court** made with a view to settlement and **you** must secure **our** written agreement before accepting or declining any such offer.

**3. We** will not be bound by any promise or undertaking given by **you** to the **authorised professional** or by either of **you** to any **Court**, witness, expert or **agent** or other person without **our** agreement.

### **References**

**You** must obtain a satisfactory **tenant reference** in writing in respect of the **tenant(s)** and/or **guarantor** from a licensed credit referencing company prior to granting a **tenancy**.

### **Rent Arrears**

**1.** If the **Tenant** is claiming Housing Benefit, **we** will not pay **rent** until the outcome of the Housing Benefit claim is known. If the **tenant's** Housing Benefit claim is rejected, **we** will pay **rent** backdated to the date that **you** could first claim. There is no cover for any shortfall between the amount paid to the **tenant** as Housing Benefit and the **rent**.

**2.** If the **deposit** is more than the **excess**, **we** 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**.

**3.** If **rent** is overdue **you** must contact the **tenant** within 7 days to establish the reason for the default.

4. If the **rent** is not paid within a further 7 days the **tenant** must be contacted again. If the **tenant** cannot be contacted, and it is lawful to do so, **you** must serve notice of a requirement to undertake an inspection and visit the **property** in accordance with **your** obligations within the **tenancy agreement**. **You** should contact the Claims Notification and Advice Helpline Service if **you** are unsure that such an inspection is lawful.

#### **Arbitration**

Any dispute between **you** and **us**, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom we both agree. If **we** cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

#### **Fraud**

**We** have the right to refuse to pay a claim or to void this insurance in its entirety if **you** make a claim which is in any respect false or fraudulent or **you** gave false or misleading information when applying for either this insurance or the **tenant reference**.

#### **Privacy Policy**

##### **Royal & Sun Alliance Insurance plc Privacy Policy.**

Your privacy is important to Us and We are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how We use the information We collect about You and how You can exercise Your data protection rights. You can view Our full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If You're unable to access the link or have any questions or comments about Our privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA.

You can also email Us at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

##### **Legal Insurance Management Ltd Privacy Notice**

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer Your insurance policy and meet Our contractual requirements under the policy.

It is important to LIM that You are clear on what information We collect and why We collect it. You can withdraw Your consent at any point by notifying LIM, however if You have an on-going claim this may affect continued cover under Your policy. Should Your data need updating, this can also be done at any point by contacting LIM.

To view Our full privacy notice, You can go to <https://www.legalim.co.uk/Policyholderprivacy-notice> or request a copy by emailing Us at [dataprotection@legalim.co.uk](mailto:dataprotection@legalim.co.uk).

Alternatively, You can write to Us at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands, DY5 1XF.

### **Contracts (Rights of Third Parties) Act 1999**

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

### **Notices**

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

### **Reasonable Care**

**You** must not breach any of the conditions of the **tenancy agreement(s)** or Legal Charge affecting the **property**.

**You** must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by **us**. This includes ensuring that following receipt of the **tenant** Reference, it is reasonable to grant a **tenancy agreement** to the **tenant**.

**You** must act promptly to gain vacant possession of the **property** and recover **rent arrears**.

### **Cancellation**

We hope **you** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **your** requirements, please return it to **your agent** within fourteen (14) days of issue and **we** will refund **your** premium provided **you** have not submitted a claim.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending fourteen (14) days' notice to the **policyholder** at their last known address. Provided the premium has been paid in full the **policyholder** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. A charge may be imposed based upon the usage of any Helpline Service during this period.

### **Recovery of Costs**

**You** should take all reasonable steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay **you** all or any costs charges, fees, expenses or compensation **you** will do everything possible (subject to **our** directions) to recover the money and hold it on **our** behalf. If payment is made by instalments these will be paid to **us** until **we** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

### **Acts of Parliament**

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

### **Deposit**

**You** will inform **us** in writing of the allocation of the **deposit** and no deductions may be made from the **deposit** without **our** prior approval. The balance of the **deposit** after such approved deductions will be applied to reduce **rent arrears** which **you**

may be entitled to claim from **us** under the terms of this policy. Such monies may not be utilised to discharge **your** liabilities in respect of the **excess** under this policy.

### **Claims Notification and Advice Helpline Service**

The Legal Claims Notification and Advice Helpline Service provides advice on any legal problem affecting the **policyholder**. All potential claims must be reported initially to the appropriate Claims Notification and Advice Helpline Service for advice and support.

**Legal Claims Notification & Advice Helpline Service Number: 0345 604 4894.**

**We** will not accept responsibility if the Helpline Services fail for reasons beyond **our** control.

### **Law**

This **policy** shall be governed by and construed in accordance with the Law of England and Wales unless the **policyholder's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

### **Complaints Procedure for the Landlord's Professional Fees and Rent Guarantee section**

In the event of a complaint arising under this section of insurance, **you** should in the first instance write to: -

The Managing Director  
Legal Insurance Management Ltd  
1 Hagley Court North  
The Waterfront  
Brierley Hill  
West Midlands DY5 1XF

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:-

Insurance Division  
Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
E14 9SR  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Authority Trading Standards Service or Citizens Advice Bureau.

## Compensation Scheme

Royal & Sun Alliance Insurance plc is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

## General conditions – applicable to all sections of this insurance

### Your responsibility

**You** must take reasonable care to:

- a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the **policy**;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide information that is accurate and complete answers to the questions **we** ask when **you** take out, make changes to and renew **your policy**. If any information **you** provide is not accurate and complete, this may mean **your policy** is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** or the administrator as soon as possible.

### Duty of Care

**You** must take actions to prevent loss or damage to **your property** and ensure that **your property** is maintained in a good state of repair. All protections installed for the protection of the **building** must be regularly maintained and be in use when the **building** is left unattended, or when any occupants have retired for the night.

### Changes in Circumstances

**You** must notify **us** of any change in **your** circumstances and in particular the use of **your property**, the type of **tenant** occupying the **building**, unoccupancy, the cost of rebuilding **your property** or replacing **your landlord's contents**.

### Unoccupancy

If the **buildings** as specified in the **schedule** will be left **unoccupied** or **tenants** will be away from the **property** for 14 days or more during the period 1<sup>st</sup> November to 31<sup>st</sup> March, **you** must immediately ensure that the gas and water system is turned off and drained at the mains, or any heating system in place must be set to maintain a continuous minimum temperature of 14 degrees Celsius.

Failure to comply with this condition may affect your ability to make a claim.



**Notice of Building Works**

**You** must notify **us** prior to the start of any conversions and extensions to any **buildings** specified in the **schedule**.

**Contracts (Rights of Third Parties Act)**

No person, company or entity who is not party to this **policy** shall have any rights to enforce any terms or conditions of this **policy**. This shall not affect the right or remedy of the third party that exists, or is available apart from this act.

**Other Insurance**

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

**Fraudulent / False Claims**

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sending **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **you** caused deliberately or;
- acting dishonestly or exaggerating a claim

**We;**

- a)** are not liable to pay the claim: and
- b)** may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- c)** may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

**We** will not return any of the premiums paid. The information may also be shared with the police and other insurers for fraud prevention purposes.

**Arbitration/Mediation**

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall either be a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this **policy**. This arbitration condition does not affect **your** rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of **your** claim being turned down, **we** will treat the claim as abandoned.

## **General exclusions – applicable to all sections of this policy**

### **This Policy does not cover the following:**

#### **a) Radiation**

Any direct or indirect consequence of:

- 1) irradiation or contamination by Nuclear Material; or
- 2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- 3) any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

#### **b) War and Civil War**

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

#### **c) Terrorism**

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

#### **d) Deliberate Act**

loss or damage caused intentionally by **you**, or anyone working on **your** behalf.

#### **e) Existing Damage**

loss or damage occurring prior to the commencement of **your** insurance cover.

#### **f) Sonic Pressure**

loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.

#### **g) Consequential Loss**

**Consequential loss** as a result of any claim under this **policy**.

#### **h) Wear and Tear**

loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.

#### **i) Electronic Data**

Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this **policy**, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electrically controlled hardware, software and other coded instructions for the processing and

manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

**j) Motor Vehicles**

loss or damage caused to any motor vehicles (other than a private garden vehicle), caravans, trailers or watercraft and/or their accessories.

**k) Domestic Pets**

loss or damage caused by domestic pets, insects or **vermin**.

**l) Contagious Disease**

Notwithstanding any other provision herein, Your Policy does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

- i. Infectious or contagious disease;
- ii. any fear or threat of (a) above; or
- iii. any action taken to minimise or prevent the impact of (i) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

**Complaints procedure**

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

Complaints regarding:

**Sale of the policy**

Please contact **your agent** who arranged the insurance on **your** behalf.

**Claims Section 1 and 2**

Davies Group Ltd  
Customer Relations  
PO Box 3097  
Smithfield 2  
Hanley  
Stoke on Trent  
ST1 3DH  
Tel: **0344 856 2491**  
Email: [claims@davies-group.com](mailto:claims@davies-group.com)

### Claims Section 3

Langleys Solicitors  
Queens House  
Micklegate  
York  
YO1 6WG  
Tel: 01904 686790  
Email: [ukg@langleysclaimsservices.com](mailto:ukg@langleysclaimsservices.com)

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference **05573H**.

### Unresolved Complaints

If **we** have not completed out investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, **you** should do so within 6 months of receiving **our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to <http://www.financial-ombudsman.org.uk>

The Financial Ombudsman Service,  
Exchange Tower  
Harbour Exchange Square,  
London,  
E14 9SR.  
Tel: 0800 023 4567  
Email: [complaint.infor@financial-ombudsman.org.uk](mailto:complaint.infor@financial-ombudsman.org.uk)

Get in touch on line:  
<https://www.financial-ombudsman.org.uk/contact-us/complain-online>

### Regulatory Information

#### Financial Services Compensation Scheme

If Watford Insurance Company Europe Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

#### Claims Underwriting Exchange

**We** may use your personal information to prevent crime. In order to prevent crime **we** may: Share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass **your** personal information to the operators of these registers, including but not limited to information relating to **your** insurance **policy** and any incident (such as an accident, theft or loss) to the operators of these registers.

## **UK General Insurance Ltd Privacy Notice**

**We** are UK General Insurance Ltd, referred to as “**we/us/our**” in this notice. **Our** data controller registration number issued by the Information Commissioner’s Officer is **Z7739575**.

This information is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a **policy**.

**We** are dedicated to being transparent about what **we** do with the information that **we** collect about **you** and **we** process **your** personal data in accordance with the relevant data protection legislation.

### **Why do we process your data?**

The provision of **your** personal data is necessary for **us** to administer **your** insurance **policy** and meet **our** contractual requirements under the **policy**. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

### **What information do we collect about you?**

Where **you** have purchased an insurance **policy** through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance **policy**.

For specific types of insurance policies, for example when offering **you** a travel insurance **policy**, we may process some special categories of **your** personal data, such as information about **your** health.

**We** have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance **policy** with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

### **UKG General’s full privacy notice**

This notice explains the most important aspects of how **we** use your data. **You** can get more information about this by viewing our full notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at [dataprotection@ukgeneral.co.uk](mailto:dataprotection@ukgeneral.co.uk). Alternatively, you can write to us at: Data Protection, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.