RESIDENTIAL
LANDLORD INSURANCE

Policy Wording

Effective 1st January 2024

Contents

Your Policy Wording		3
How to Use this Policy		4
Important Telephone Numbers		5
Definitions		6
General Conditions		9
Claims Conditions		14
How We Settle Claims		17
No Claims Discount		18
General Exclusions		19
Details of cover within this Policy:	Landlord's Contents Cover	21
	Buildings Cover	29
	Home Emergency	37
	Legal Expenses and Tenancy Disputes	46
Making a Complaint		59
Customer Service Information		61

Your Policy Wording

Welcome to **Your** Cherish Residential Landlord Insurance **Policy** and thank you for choosing **Our** insurance which is underwritten by AXA Insurance UK plc who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check this on the Financial Services Register by visiting the website https://register.fca.org.uk/ or by contacting the Financial Conduct Authority on 0300 500 8082.

The information **You** have supplied forms part of the contract of insurance with **Us**. **Your Policy** is evidence of that contract. **You** should read it carefully and keep it in a safe place.

In return for having accepted **Your** premium **We** will, in the event of injury, loss or damage happening within the **Period of Insurance**, provide insurance as described in the following pages and referred to in **Your** Schedule.

For the contract to be valid, all the information **You** have given **Us** as part of **Your** application must be true and complete to the best of **Your** knowledge and belief. Otherwise **Your Policy** may not protect **You** in the event of a claim.

If after reading these documents **You** have any questions please contact Cherish Insurance Services.

Important

We recommend that **You** read this **Policy** in conjunction with **Your** Schedule to ensure that it meets with **Your** requirements. Should **You** have any queries please contact **Us** or **Your** Insurance Intermediary.

Your attention is drawn to the Complaints Procedure on page 59.

The law applicable to this policy

This clause is different under Home Emergency. Please refer to page 37 for details.

You and **We** can choose the law which applies to this **Policy**. **We** propose that the Law of England and Wales applies. Unless **We** and **You** agree otherwise, the Law of England and Wales applies to this **Policy**.

How to Use this Policy

Please read this **Policy** wording with **Your Policy** Schedule in order to make sure that **You** are satisfied with **Your** insurance. If **You** have any questions please contact Cherish Insurance Services.

Why some words are shown in bold type

Certain words and phrases printed in **bold type** have defined meanings throughout this **Policy**. **You** can find the meanings of these defined terms in the Definitions section on page 6.

Cover details

You will find the following headings on many pages:

What is covered	What is not covered
These sections give detailed information on the insurance provided and must be read with **'What is not covered'** at all times.	These sections draw **Your** attention to what is not included in **Your Policy**.

To help you further...

We have included some explanatory notes in **Your Policy**. These are printed in orange.

Important Telephone Numbers

Claim Notification **0800 197 2770** select Option 1	If **You** need to make a claim, call this Helpline and **We** will tell **You** the process to follow. Please read the claims conditions and claims process on page 14 before calling. **You** can also email enquiries@cherishinsurance.co.uk if **Your** claim is not urgent.
Domestic Helpline **0300 303 2952**	Home Emergency includes a Domestic Helpline which is provided by AXA Assistance (UK) Limited. In the event of a burst pipe, blocked drain, electrical fault, even a wasp nest, AXA Assistance (UK) Limited will be able to offer practical advice. If **You** wish, AXA Assistance (UK) Limited will locate the nearest suitable tradesman and confirm the call out time and price. **You** will remain responsible for the tradesman's charges for doing the work, including any call out fee, so it will be **Your** decision whether to accept the quotation or not. If **You** do accept, AXA Assistance (UK) Limited will arrange for the tradesman to call at the agreed time.
Home Emergency **0300 303 2952**	Please refer to **Your** Schedule which will include details of cover. Please also read the Home Emergency section which starts on page 37 before calling.
Legal and Tenancy Disputes Helpline **0330 024 8694** Quote 'Cherish Residential Landlord Insurance'	This 24/7 helpline provides specialist lawyers to advise **You** on any legal concerns related to **Your** insured property. Administered by Arc Legal Assistance Limited. Please read the information on page 46 before calling.
Landlord's Legal Document Service https://landlord-docs.arclegal.co.uk	Please use the following access code MLBAXA to access the legal document service. If you have not used the legal document service before, please register as a new user. A helpful online facility which gives **You** access to a range of useful legal documents related to the letting of **Your** property.

In order to maintain a quality service, telephone calls may be monitored or recorded.

Definitions

These definitions do not apply to Home Emergency, Legal Expenses and Tenancy Disputes where separate definitions apply.

Where **We** explain what a word means, that word will have the same meaning wherever it is used in the **Policy** or Schedule.

These words are highlighted by the use of **bold print** and start with a capital letter.

Definitions are listed alphabetically.

Buildings

The structure of the **Home** including fixtures and fittings and the following if they form part of the property:

- Oil gas tanks, cesspits, septic tanks and soakaways.
- Permanent swimming pools, fixed hot tubs or jacuzzis, ornamental ponds, fountains, tennis hard courts.
- Walls, gates, fences, hedges, terraces, patios, drives, paths, artificial lawns, statues, decking, railings, gazebos, pergolas.
- Car ports, garages including garages on nearby sites.
- External lighting, alarm systems and surveillance equipment, solar heating systems, wind turbines, air and ground source heat pumps.
- Fixed recreational toys and brick built barbecues.
- Laminated, wooden effect or vinyl floor covering that could not reasonably be removed and re-used.
- Inspection hatches and covers all supplying **Your Home**.
- **Outbuildings**.

Business

Ownership of the **Buildings** belonging to the **Home** shown in the **Policy** Schedule.

Domestic Staff

A person employed to carry out domestic duties associated with the **Home** and not employed by **You** in any capacity in connection with any business, trade, profession or employment other than in connection with the **Business**.

Endorsement(s)

A change to the terms of the **Policy** as shown under Endorsements in the Schedule.

Excess

The amount **You** are required to pay as the first part of each and every claim made.

Flood

An invasion of the property by a large volume of water caused by a rapid build-up of or sudden release of water from outside the **Buildings**.

Heave

The upward or sideways movement of the site on which **Your Buildings** are situated other than **Settlement** caused by swelling of the ground.

Home

The private residence shown in the Schedule including its garages and **Outbuildings** if they form part of the property.

Landlord's Contents

The definition of landlord's contents can be found within the section called Landlord's Contents Cover within this **Policy**.

Landslip

Sudden movement of soil on a slope or gradual creep of a slope over a period of time other than **Settlement**.

Money

Coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, gift vouchers or gift cards, money orders, travel tickets including season tickets, petrol coupons, phonecards, pre–booked event and entertainment tickets and electronic money cards.

This does not include credit card, debit card or cash dispenser card liability.

Outbuildings

- Sheds
- Greenhouses
- Summer houses
- Other **Buildings** but not including caravans, mobile homes, motor homes or structures made of canvas, PVC or any other non rigid material

which do not form part of the structure of the main **Building** of the **Home** and are used or occupied for domestic purposes.

Period of Insurance

The dates shown on the Schedule. A new Schedule will be issued by email to the registered email address subject to payment of premium being made and accepted.

Personal Effects

Clothes and items of a personal nature likely to be worn, used or carried. For example portable radios and TVs, hand held games consoles, MP3 players, mobile phones and sports equipment.

Policy

Your policy wording and most recent Schedule which include any **Endorsement(s)**.

Settlement

The natural movement of new properties in the months and years after they are built.

Storm

A period of violent weather defined as:

- Wind speeds with gusts of at least 48 knots (55mph)* or
- Torrential rainfall at a rate of at least 25mm per hour or
- Snow to a depth of at least one foot (30cm) in 24 hours or
- Hail of such intensity that it causes damage to hard surfaces or breaks glass.

*Equivalent to Storm Force 10 on the Beaufort Scale.

Subsidence

Downward movement of the site on which the **Buildings** are situated by a cause other than **Settlement** or the weight of the **Buildings** themselves.

Unoccupied

Not lived in for 60 or more consecutive days.

Valuables

Jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes camera lenses), binoculars, watches, furs, paintings and other works of art and collections of stamps, coins and medals.

Vehicles

1. Electronically or mechanically propelled or assisted vehicles including plant machinery, mini diggers, fork lift trucks, motor cycles, children's motor cycles, powered transporters (including e-scooters and Segways), quad bikes and children's quad bikes.
2. Aircraft (including any type of gliders), drones (including mechanically propelled aerial toys, models or devices), boats, hovercraft and any type of craft designed to be used in or on the water including hand or foot propelled craft, sailboards and windsurfers.
3. Trailers, carts, wagons, caravans and horse boxes.
4. Parts, accessories (including keys and key fobs), tools supplied with the vehicle and/or used for commercial purposes, fitted radios, cassette players and compact disc players and satellite navigation systems primarily used for any of the items in 1 – 3 above.

The following items are not included in this definition:

- Ride on lawn mowers only used for domestic purposes within the boundaries of the land belonging to **Your Home**.
- Wheelchairs, mobility scooters and invalid carriages, provided they are only being used for their intended purpose and by the intended user, and they do not need to be registered for road use.
- Surfboards, water-skis, snowboards and skis.
- Toys and models.
- Pedal cycles and electrically powered assisted pedal cycles. The motor should have a maximum power output of 250 watts and should not be able to propel the bike when it's travelling more than 15.5mph.
- Golf trolleys which are controlled by someone on foot.
- Portable satellite navigation devices or global positioning devices but not those fixed to a vehicle.

We/Us/Our

AXA Insurance UK plc.

You/Your

The person or persons named in the Schedule as the Policyholder.

General Conditions

These conditions do not apply to Home Emergency, Legal Expenses and Tenancy Disputes where separate conditions apply.

You must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them, **We** will take one or more of the following actions:

- Cancel **Your Policy**.
- Declare **Your Policy** void (treating **Your Policy** as if it never existed).
- Change the terms of **Your Policy**.
- Refuse to deal with all or part of any claim or reduce the amount of any claim payment.

Providing accurate and complete information

When taking out, renewing or making changes to this **Policy**, **You** must take reasonable care to provide accurate and complete answers to all questions.

We may ask **You** to provide further information and/or documentation to ensure that the information **You** provided when taking out, making changes to or renewing **Your Policy** was accurate and complete.

Occupiers non-invalidation

Your cover under this insurance shall not be prejudiced by any act or neglect by a guest of any private residence where the risk of loss or damage is increased without **Your** authority or knowledge providing that when **You** become aware **You** let **Us** know immediately. **We** will then tell **You** about any change in terms or increase in premium.

Unoccupancy between tenancy agreements

If any private residence is not lived in for seven consecutive days or more whilst untenanted **You** must ensure that:

a. the gas, electricity and water is turned off at the mains and the water or heating system is drained, or

b. the private residence is maintained at a temperature no less than 10ºC, and

c. the premises are visited at least once every seven days.

Passenger lifts

For each passenger lift in the buildings which are owned by **You** or for which **You** are responsible, **You** must ensure the following:

- **You** have a maintenance contract with the manufacturer or other competent party.
- All safety related recommendations made by the manufacturer or other competent party are immediately carried out.

The value of your contents

You must notify **Us** as soon as possible when the full value of **Your Landlord's Contents** exceeds the amount shown in **Your Policy** Schedule. If the amount shown on **Your** Schedule represents less than 100% of the full replacement value of **Your Landlord's Contents**, **We** will only be able to settle claims at the percentage **You** are insured for. For example if the value of **Your Landlord's Contents** shown on **Your** Schedule only represents 70% of the full replacement value then **We** will not pay more than 70% of **Your** claims.

The full replacement value of **Your Landlord's Contents** means the current cost to replace all of **Your Landlord's Contents** as new.

If the full replacement value of **Your Landlord's Contents** exceeds the amount shown in **Your** Schedule the cover under the **Policy** will no longer meet **Your** needs.

The value of your buildings

You must notify **Us** as soon as possible if the full rebuilding cost of **Your Buildings** exceeds the amount shown in **Your Policy** Schedule. If the amount shown on **Your** Schedule represents less than 100% of the full replacement value of **Your Landlord's Buildings**, **We** will only be able to settle claims at the percentage **You** are insured for. For example if the value of **Your Landlord's Buildings** shown on **Your** Schedule only represents 70% of the full replacement value then **We** will not pay more than 70% of **Your** claims.

The full rebuilding cost of **Your Buildings** means the cost of rebuilding if the **Buildings** are completely destroyed. This is not necessarily the market value.

If the full rebuilding cost of **Your Buildings** exceeds the amount shown in **Your** Schedule the cover under the **Policy** will no longer meet **Your** needs.

Updating sums insured

Although this **Policy** does not specifically provide for increases to take account of inflation, the level of cover selected will be reviewed periodically and **You** will be advised when general increases take place.

However, the value of **Your Landlord's Contents** or **Your Buildings** may be growing faster, perhaps because of acquired items or improvements to the property such as adding a conservatory.

You should ensure that **You** have sufficient cover and if in doubt, **You** should contact Cherish Insurance Services for assistance.

Taking care of your property

You must take all reasonable precautions to avoid injury, loss or damage and take all reasonable steps to safeguard all the property insured from loss or damage.

You must maintain the **Buildings** and **Landlord's Contents** in good repair.

Dual insurance

If any injury, loss, damage or liability under 'Occupiers and Public liability' or 'Property owner's liability' is covered by any other insurance **We** will not make any payment. If any other injury, loss, damage or liability is covered by any other insurance then **We** will not pay more than **Our** share.

Changes in your circumstances

You must tell **Us** as soon as possible if **Your** circumstances change or if any of the information shown in **Your** proposal form, statement of fact or Schedule changes during the **Period of Insurance**.

Examples of changes **We** must be made aware of are:

- Change of address.
- Structural alteration to **Your Home**, which **You** must notify **Us** of 30 days before any structural alterations begin.
- If **Your Home** will no longer be let.
- If **You** intend to use **Your Home** for any reason other than private residential purposes.
- If **Your Home** will be **Unoccupied** for more than 60 consecutive days.
- If **You** have been declared bankrupt or been subject to bankruptcy proceedings.
- If **You** have received a police caution for or been convicted of or charged with any offence other than driving offences.

We will then tell **You** if there will be any change to **Your** insurance premium or any change in the terms of **Your Policy**.

You must ensure that **You** provide accurate and complete information when asked questions about the changes in **Your** circumstances.

If **You** are in any doubt please contact Cherish Insurance Services on 0800 197 2770.

Fraud

Throughout **Your** dealings with **Us**, **We** expect **You** to act honestly.

If **You** or anyone acting for **You**:

- Knowingly makes a fraudulent or exaggerated claim under the **Policy**, or
- Knowingly makes a false statement in support of a claim, or
- Submits a knowingly false or forged document in support of a claim, or
- Makes a claim for any loss or damage caused by **Your** wilful act or caused with **Your** agreement knowledge or collusion,

Then:

- **We** will cancel **Your Policy**.
- **We** will not pay any fraudulent claims.
- **We** will be entitled to recover from **You** the amount of any fraudulent claim already paid under the **Policy** since the start date.
- **We** will not return any premium paid by **You** for the **Policy**.
- **We** will inform the Police of the circumstances.

Sanctions

We will not provide cover, be liable to pay any claim or provide any benefit where doing so would expose **Us**, or any AXA Group member company to:

- any sanctions, prohibitions or restrictions under United Nations resolutions; or
- the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.

Cancelling your cover

Statutory cancellation rights

You may cancel this **Policy** within 14 days of receipt of the **Policy** documents (the cancellation period), whether for new business or at the renewal date, by contacting **Us** in one of the following ways during the cancellation period:

Mail Cherish Insurance Services
Carlson House, Bradfield Road, Wix CO11 2SP

Tel 0800 197 2770

Email enquiries@cherishinsurance.co.uk quoting **Your Policy** number.

If cover has not started **We** will refund the full premium, including any underwriting fees. If cover has started **We** will keep an amount of premium in proportion to the time **You** have been on cover, plus any underwriting fees and refund the rest to **You** provided no claims have occurred. If any claims have been made **You** will not receive a refund of premium.

Cancellation outside the statutory period

You may cancel this **Policy** at any time by giving **Us** prior written notice to the address on the previous page.

As long as **You** have not incurred eligible claims during the period **We** have been on cover, **We** will keep an amount of premium in proportion to the time **You** have been on cover, plus any underwriting fees and refund the rest to **You**.

If **You** are paying by instalments, **Your** instalments will end and if **You** incur eligible claims **You** will either have to continue with the instalments, until the **Policy** renewal date, or **We** may, at **Our** discretion, take the outstanding instalments **You** still owe from any claim payment **We** make.

If **You** pay annually and **You** have received payment for or are in the process of making a claim **You** will not receive any refund of premium.

Our right to cancel your cover

We reserve the right to cancel **Your Policy** when there is a valid reason to do so. Valid reasons are:

- **You** provide **Us** with inaccurate or incomplete information. Please see "Providing accurate and complete information" in the General Conditions section on page 9.
- **You** make a change to **Your** information which renders the risk no longer acceptable for **Us** to insure. Please see 'Changes in your Circumstances' on page 11.
- **You** act in a fraudulent manner. Please see 'Fraud' on page 11 for further information.
- **You** fail to supply requested validation documents. Please see the Claims Conditions section starting on page 14 for further information.
- **You** use threatening or abusive behaviour or language towards **Our** staff or suppliers.

If **We** cancel **Your Policy**, **We** shall provide **You** with 14 days prior written notice by recorded delivery to **Your** last known address. Within this notice **We** will advise **You** of **Our** reasons for cancelling **Your Policy** and any premium refund will be calculated in accordance with the above. If **We** cancel **Your Policy** because **You** have acted in a fraudulent manner **We** will not return any premium paid by **You** for the **Policy** and **We** may not provide any prior written notice.

Non payment of premiums

We reserve the right to cancel this **Policy** by providing 14 days prior written notice in the event of non-payment of the premium or default if **You** are paying by instalments.

If **We** are unable to collect a payment by instalments **We** will use reasonable endeavours to collect the outstanding payment(s) before exercising **Our** right to cancel the **Policy**.

Claims Conditions

These conditions do not apply to Home Emergency, Legal Expenses and Tenancy Disputes where separate conditions apply.

You must comply with the following claims conditions to have the full protection of **Your Policy**.

If **You** do not comply with them, **We** may take one or more of the following actions:

- Cancel **Your Policy**.
- Change the terms of **Your Policy**.
- Refuse to deal with all or part of any claim or reduce the amount of any claim payment.

The first thing you must do

If property is lost, or theft or malicious damage is suspected, **You** must inform the police as soon as possible and obtain a crime or lost property reference number.

We recommend that **You** check **Your Policy** cover. Check that the loss or damage is covered. This **Policy** contains details of what is covered and how claims are settled.

You should always

- Contact **Us** by telephone on the Helpline shown in **Your** Schedule and the Important Telephone Numbers on page 5 of **Your Policy**. **You** should not delay notification of the claim to **Us** for any reason.

  Alternatively **You** can send an email to enquiries@cherishinsurance.co.uk. **You** should only notify **Us** by email if **You** do not need urgent assistance.
- Take all reasonable steps to recover missing property.
- Take all reasonable steps to prevent further damage.

Claims process

When **You** telephone **Us** on 0800 197 2770 **We** will do the following:

i. Take details of the loss.

ii. Arrange for an approved tradesperson to provide **Us** with an estimate or undertake emergency repairs immediately.

iii. Instruct an approved supplier to contact **You** if appropriate.

iv. Where necessary, arrange for someone to call or contact **You** by telephone as soon as possible to discuss **Your** claim. This person may be one of **Our** own claims staff or an independent Chartered Loss Adjuster.

Emergency process

We provide a 365 days a year, 24 hours a day, Domestic Helpline. By telephoning the Helpline shown in **Your** Schedule and the Important Telephone Numbers on page 5 of **Your Policy**, an approved contractor will be appointed and will effect a temporary repair. **You** will remain responsible for any call out charges, parts and cost of labour, however these repairs may be covered under the **Policy**.

We should, however, be given the opportunity to inspect the damage before permanent repairs commence or any item is disposed of. Please refer to the Home Emergency section in **Your Policy** for the full terms and conditions.

What you must do after making your claim

- Tell **Us** and provide full details in writing as soon as possible if someone is holding **You** responsible for damage to their property or bodily injury to them and send to **Us** any writ, summons, letter of claim or other document.
- If requested, send written details of **Your** claim to **Us** within 30 days.
- To help assist with dealing with **Your** claim **We** may require **You** to obtain estimates for the replacement or repair of the damaged property.
- **We** will only ask for information relevant to **Your** claim and **We** will pay for any reasonable pre-agreed expenses **You** incur in providing the above information as part of **Your** claim.
- If **We** ask **You** must allow **Us**, an approved supplier or a loss adjuster access to inspect the damage to **Your Buildings** or **Contents**.
- To help prove **Your** claim **We** may require **You** to provide documentation as detailed in 'Proof of your claim and its value' below.

Proof of your claim and its value

It is **Your** responsibility to prove any claim. To help prove **Your** claim **We** may require **You** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, proof of authenticity, utility bills, pre-purchase surveys, plans and deeds of **Your** property or other documents **We** may reasonably require.

What you must not do

- Admit or deny any claim made by someone else against **You** or make any agreement with them.
- Abandon any property to **Us**.
- Dispose of damaged items as **We**, an approved supplier or loss adjuster may need to inspect the damage.

What we are entitled to do

We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **Your** name for **Our** benefit against any other party.

We are entitled to take possession of the property insured and deal with any salvage. **We** may also pursue any claim to recover any amount due from a third party in **Your** name. **We** are entitled to retain the right to communicate directly with **You** regarding **Your** claim, even in situations where **You** have appointed a professional representative, such as a loss assessor or claims management company, to act on **Your** behalf.

We are entitled to assess **Your** claim based on **Our**, an approved supplier's or loss adjuster's view and interpretation, even in situations where **You** have appointed a professional representative, such as a loss assessor or claims management company, to act on **Your** behalf.

How We Settle Claims

We may repair, reinstate or replace the damaged property. If **We** cannot replace or repair the property **We** may pay **You** for the loss or damage in cash or cash alternative (including vouchers and/or store cards).

Where **We** can offer repair or replacement through a preferred supplier, but **We** agree to pay **You** a cash or cash alternative settlement, then the payment will not exceed the amount **We** would have paid the preferred supplier.

If no equivalent replacement is available then **We** will pay **You** the full replacement cost of the item with no discount applied.

We may appoint an approved supplier to act on **Our** behalf to validate **Your** claim. They are authorised to arrange a quotation, a repair or a replacement.

The sums insured that apply to **Your Policy** will not be reduced by any claim.

Any permanent repairs made by our approved suppliers are guaranteed.

Landlord's contents

We will settle claims, subject to the **Excess**, for loss or damage to items which are beyond economic repair on the basis of cost as new, as long as:

- The **Landlord's Contents** have been maintained in good repair.
- The amount shown in **Your Policy** Schedule is sufficient to cover the full value of the property.

For **Landlord's Contents** the full value means the current cost to replace all **Your Landlord's Contents** as new.

Buildings

We will settle claims, subject to the **Excess**, for loss or damage to the **Buildings** without taking off an amount for wear and tear, as long as:

- The **Buildings** have been maintained in good repair.
- The amount or any higher limit shown in **Your Policy** Schedule is sufficient to cover the full value of the **Buildings**.

For **Buildings**, full value means the cost of rebuilding if the **Buildings** were completely destroyed. This is not the market value.

Matching sets, suites and carpets

Where items originally purchased as part of a set cannot be matched and an appropriate replacement cannot be sourced, **We** will pay for accompanying items from a bathroom suite, three piece suite, or kitchen unit (excluding kitchen appliances) if one individual item is damaged.

In all other circumstances an individual item from a matching set of articles is regarded as a single item. **We** will pay **You** for individual damaged items but not for undamaged companion pieces.

Where floor coverings are damaged beyond repair only the damaged floor coverings will be replaced and not undamaged floor coverings in adjoining rooms.

No Claims Discount

No claims discount is earned separately under both the **Buildings** and **Landlord's Contents** sections of **Your Policy**. It will increase by one year for each year **You** have not made a claim up to the maximum number of years allowable.

Any claims under the Home Emergency, Legal Expenses and Tenancy Disputes sections will not affect **Your** no claims discount.

No claims discount protection

Your Policy automatically includes protected no claims discount.

- **You** can make one claim in a three year period and **Your** no claims discount will not be reduced.
- For any second claim in a three year period **Your** no claims discount will be reduced by three years on the section(s) under which **You** have made the claim, either **Buildings** or **Landlord's Contents** or both.
- For any subsequent claim in a three year period **Your** no claims discount will be reduced to nil on the section(s) under which **You** have made the claim, either **Buildings** or **Landlord's Contents** or both.

Scale of no claims discount

Years claim free	Buildings discount	Landlord's Contents discount
0	0%	0%
1	5%	13%
2	10%	19%
3	14%	23%
4	18%	29%
5	24%	33%
6	24%	37%
7	26%	40%
8	28%	43%
9	30%	45%
10	31%	47%

General Exclusions

These exclusions apply throughout **Your Policy**.

We will not pay for:

Riot/civil commotion

Any loss, damage or liability occasioned by or happening through riot or civil commotion outside the United Kingdom, the Isle of Man or the Channel Islands.

Sonic bangs

Loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Reduction in market value

Any reduction in market value of any property following its repair or reinstatement.

Confiscation

Any loss or damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

The exclusions above do not apply to the following covers

- Liability to **Domestic Staff**.
- Occupiers and Public liability.
- Property owner's liability.

Radioactive contamination

Loss, damage or liability to any property or any other loss, damage or additional expense following on from the event for which **You** are claiming arising from:

- Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel.
- The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

War risks

Any loss, damage or liability caused by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Terrorism

Any loss, damage, liability, cost or expenses of whatsoever nature directly or indirectly caused by or happening as a consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism or in any way relating hereto.

For the purpose of this exclusion, 'terrorism' means the use of biological chemical and/or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group 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 in fear. However, losses caused by or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

Pollution/contamination

Any loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by the following.

- A sudden and unforeseen and identifiable incident.
- Leakage of oil from a domestic oil installation at **Your Home**.

Gradual deterioration/maintenance

Any loss or damage caused gradually, or by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus, and costs that arise from the normal use, maintenance and upkeep of **Your Buildings** and its **Contents**.

Deliberate loss or damage

Any loss or damage caused or allowed to be caused – deliberately, wilfully, maliciously, illegally or unlawfully by **You**.

Virtual currencies

Any loss or damage to any virtual currencies including but not limited to crypto-currency, including fluctuations in value

Landlord's Contents Cover

Your Schedule will show if this Section is in force.

What are landlord's contents?	What contents are not covered?
All of the following things are included provided that they belong to **You**, or **You** are legally responsible for them, and that they are mainly used for private purposes. **Household Goods** This includes furniture, carpets, furnishings and household goods, but does not include **Money**, **Personal Effects** and **Valuables**.	a. **Vehicles** and caravans. b. Any living creature. c. Documents. d. Lottery tickets and raffle tickets. e. Any part of the structure of the **Buildings** other than fixtures and fittings for which **You** are responsible. f. Tenants' property. g. Property more specifically insured by any other insurance. h. Computers and computer equipment.

What is the most we will pay?

We will not pay more in total than the Maximum Limit for **Landlord's Contents** shown in **Your Policy** Schedule for any one claim under covers 1–13, 20 and 21.

For all other covers **We** will pay the additional amounts up to the limits shown.

Landlord's Contents Cover continued

What is covered	What is not covered
Loss or damage to **Your Landlord's Contents** while they are in the **Home** by the following causes:	The amount of the **Excess** shown in the Schedule (increased for causes 4 and 8) and not applicable for covers 18 and 19.
1. Fire, smoke, explosion, lightning, earthquake.	1. Smoke damage arising gradually or out of repeated exposure.
2. **Storm** or **Flood**.	2. Loss or damage caused by frost.
3. Theft or attempted theft. Minimum security precautions **Endorsement** may apply – see Schedule.	3. a. Loss or damage while the **Home** is **Unoccupied**. b. Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason. c. Loss or damage from the **Home** if any part of it is occupied by anyone other than **You** or **Your** tenant unless there has been forcible and violent entry to, or exit from, the **Home**. d. Loss or damage as a result of any failed online purchase or transaction.
4. Escape of water from: i. A fixed: a. Water installation. b. Drainage installation. c. Heating installation. ii. A washing machine, dishwasher, water bed, fridge or freezer. Damage caused by the escape of water is covered but damage to the items themselves is only covered if an insured cause or cover is operative.	4. a. Loss or damage while the **Home** is **Unoccupied**. b. Loss or damage caused by failure or lack of sealant and/or grout.

What is covered	What is not covered
5. Escape of oil from a fixed oil–fired heating installation including smoke and smudge damage by vaporisation due to a defective oil–fired heating installation. Damage caused by the escape of oil is covered, but damage to the installation is only covered if an insured cause or cover is operative.	5. Loss or damage while the **Home** is **Unoccupied**.
6. Malicious persons or vandals. Minimum security precautions **Endorsement** may apply - see Schedule.	6. a. Loss or damage while the **Home** is **Unoccupied**. b. Malicious damage caused by **You**. c. Malicious damage caused as a result of any illegal activity.
7. Riot, civil commotion, strikes, labour and political disturbances.	
8. **Subsidence** or **Heave** of the site on which the **Buildings** stand, or **Landslip**.	8. Loss or damage resulting from coastal or river bank erosion.
9. Loss or damage caused by collision by aircraft, aerial devices, road or rail **Vehicles** (or anything dropped from them), or animals.	9. Loss or damage caused by: a. **Your** domestic animals. b. Insects.
10. Falling trees or branches.	10. Loss or damage caused during tree felling, lopping or topping.
11. Damage to **Landlord's Contents** caused by breakage or collapse of: i. Satellite dishes. ii. TV or radio aerials, aerial fittings or masts. iii. Lampposts. iv. Telegraph poles. v. Electricity pylons, poles or overhead cables.	11. a. Mechanical or electrical breakdown or failure. b. Damage caused by or in the process of cleaning, maintenance, repair or dismantling. c. Damage to equipment not in or attached to the **Buildings**. d. Loss or damage to the items themselves. Cover for items in or on the **Home** may be covered – see cover 12.

What is covered	What is not covered
The following covers are included in this section.	
12. Entertainment equipment Accidental damage to: i. television sets, stereos, home cinema and home entertainment units and radios ii. MP3 players, CD players, record players and tape recorders iii. Blu-ray players, DVD players, video recorders and games consoles and players iv. cable/satellite/digital television receivers v. television aerials and satellite dishes which are owned by **You** or for which **You** are legally responsible.	12. a. Mechanical or electrical breakdown or failure. b. Damage to records, discs, cassettes and tapes. c. Accidental damage or contamination to computers or computer equipment by: i. Erasure or distortion of data. ii. Accidental erasure or mislaying or misfiling of documents or records. iii. Viruses. d. Damage caused by or in the process of cleaning, maintenance, repair, dismantling or altering. e. Loss arising from the cost of remaking any film, disc or tape, or the value of any information contained on it. f. Damage to equipment not in or on the **Home**. g. Loss or damage by chewing, scratching, tearing, fouling or urinating by domestic animals.
13. Mirrors and glass Accidental breakage of: i. Mirrors. ii. Fixed glass in and glass tops of furniture. iii. Ceramic hobs and ceramic tops of cookers. iv. Glass oven doors.	13. Loss or damage while the **Home** is **Unoccupied**.
14. Replacement of locks **We** will pay for the cost of replacing keys and locks or lock mechanisms to: i. External doors and windows of the **Home** ii. A safe within, or an alarm protecting, the **Home** following the theft of their keys. **We** will not pay more than £1,000 for any one claim. Assistance for Emergency Key Replacement for lost keys is provided under Home Emergency.	14. a. The cost of replacing keys and locks to a garage or **Outbuilding**. b. Replacement of keys and locks or locking mechanisms due to a tenant not returning the keys of the **Home**. We will only pay under Landlord's Contents Cover or Buildings Cover if both sections are insured for any one claim.

What is covered	What is not covered
15. Accidental loss of oil and metered water **We** will pay for accidental loss of domestic heating oil and metered water. **We** will not pay more than £1,000 for any one claim.	15. Loss or damage while the **Home** is **Unoccupied**.
16. Landlord's Contents in the open Loss or damage by causes 1 and 3-11 to **Landlord's Contents** while in the open within the boundaries of the land belonging to the **Home**. **We** will not pay more than £1,000 for any one claim. Items such as garden furniture, external statues and garden pots are included within this section. Limited cover for plants and trees is provided under cover 20 – Garden Plants.	16. a. Loss or damage to plants and trees. b. Loss or damage to audio and audio visual equipment. c. Any loss or damage specifically excluded under Landlord Contents covers 1 and 3–11. d. Any items mentioned under Landlords Contents "What contents are not covered".
17. Alternative accommodation While the **Home** cannot be lived in because of loss or damage covered under this section of the **Policy**, **We** will pay for: i. The amount of rent (including ground rent and management charges) **You** lose. ii. The reasonable cost of alternative accommodation for **Your** tenants. When **You** require alternative accommodation, **We** will always discuss this with **You**. To determine what **We** mean by the 'reasonable cost of alternative accommodation' there are numerous factors **We** consider, including: • the circumstances of **Your** claim	

Continued on next page

What is covered	What is not covered
• the needs of **You**, Your **Family** and domestic animals • how long **You** might need the accommodation for • what type of accommodation is available and where it is located. **We** will not pay more than 20% of the **Landlord's Contents** Sum Insured for any one claim.	
18. Liability to domestic staff Subject to the limit below, **We** will pay any amount that **You** become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness of any **Domestic Staff** within the United Kingdom, the Channel Islands and the Isle of Man. **We** will pay **You** up to £10,000,000 (which includes costs and expenses agreed by **Us** in writing) for any one claim or series of claims arising from any one event or one source or original cause.	18. **Your** legal liability to pay compensation or costs for bodily injury (including death) sustained by any **Domestic Staff** when they are: a. Carried in or on a **Vehicle**. b. Entering, getting onto, or getting off a **Vehicle** where such bodily injury or illness (including death) is caused by, or arises out of, **Your** use of a **Vehicle**.
19. Occupiers and public liability **We** will pay up to £5,000,000 (including costs and expenses agreed by **Us** in writing) for any one claim, or series of claims, arising from any one event or one source or original cause that **You** become legally liable to pay as compensation (including claimant's costs and expenses) occurring during the **Period of Insurance** for accidental: a. Death, bodily injury or illness of any person. b. Damage to material property not belonging to or in the custody or control of **You** or **Domestic Staff** arising from: i. The occupation of the **Home** (but not its ownership).	19. Legal liability to pay compensation or costs arising from the following: a. Liability in respect of **Your** death, bodily injury or illness. b. Any business, trade, profession or employment. c. The transmission of any contagious disease or virus. d. The ownership, possession or use of **Vehicles**. e. Owning, possessing or using drones including mechanically propelled aerial toys, models or devices. f. Owning, possessing or using caravans. g. Owning, possessing or using a dangerous dog of one of the following breeds: Pit Bull Terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro,

Continued on next page

What is covered	What is not covered
ii. **Your** private pursuits. iii. The employment by **You** of **Domestic Staff**.	and cross breeds of these with any other breed. h. Owning any species of animal not domesticated in the UK. i. Any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man. j. Any liability which is covered under a more specific policy.
20. Garden plants Loss or damage to plants and trees by causes 1, 3, 6 & 7 while in the open within the boundaries of the land belonging to the **Home**. **We** will not pay more than £500 for any one claim.	20. Loss or damage by causes 3 or 6 while the **Home** is **Unoccupied**.
21. Emergency entry Loss or damage to the **Landlord's Contents** caused when the fire, police, or ambulance service has to force an entry to the **Buildings** because of an emergency involving **You** or **Your** tenant.	
22. Accidental loss or damage to **Landlord's Contents** whilst in the **Home**.	22. Any loss or damage specifically excluded under **Landlord's Contents** causes 1-11 and covers 12-20. Accidental damage or loss: a. By mechanical or electrical breakdown or failure. b. Arising from the cost of remaking any film, disc, or tape or the value of any information contained on it. c. Caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing. d. By chewing, scratching, tearing, fouling or urinating by domestic animals.

Continued on next page

What is covered	What is not covered
	e. Caused by rot, fungus, infestation, chewing, scratching, tearing, fouling or urinating by insects or **Vermin**. f. To food, drink or plants. g. Specifically covered under **Buildings Cover** causes 1-11 and covers 12-22. h. Arising from depreciation in value or other loss, damage or additional expense following on from the event for which **You** are claiming, e.g. costs incurred in preparing the claim or loss of earnings following **Your** bodily injury or illness. i. While the **Home** is **Unoccupied**.

Buildings Cover

Your Schedule will show if this section is in force.

What is the most we will pay?

We will not pay in total more than the Maximum Limit shown for **Buildings** in **Your Policy** Schedule for any one claim under causes 1–11. For covers 14, 17, 18 and 22, **We** will pay up to the **Buildings** Maximum Limit and for covers 12, 13, 15, 16 and 19-21, **We** will pay up to the limits shown.

What is covered	What is not covered
Loss or damage to the **Buildings** by the following causes:	The amount of the **Excess** shown in the Schedule (increased for causes 2 and 4) and not applicable to cover 19-21.
1. **Storm** or **Flood**.	1. Loss or damage a. To gates, hedges and fences. b. By **Storm** to radio or television aerials or satellite dishes.
2. Loss or damage caused by water leaking from or freezing in: a. A fixed: i. Water installation. ii. Drainage installation. iii. Heating installation. b. A washing machine, dishwasher, water bed, fridge or freezer. **We** will also pay the necessary and reasonable costs that **You** incur in locating the source of the damage, including the reinstatement of any wall, floor or ceiling removed or damaged during the search. **We** will not pay more than £5,000 for locating the source of damage for any one claim. Damage caused by the escape of water is covered but damage to the items themselves is only covered if the insured cause or cover is operative.	4. a. Loss or damage while the **Home** is **Unoccupied**. b. Loss or damage caused by failure or lack of sealant and/or grout.

What is covered	What is not covered
3. Escape of oil from a fixed oil–fired heating installation including smoke and smudge damage by vaporisation due to a defective oil–fired heating installation. **We** will also pay the necessary and reasonable costs that **You** incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling if removed or damaged during the search. **We** will not pay more than £5,000 for locating the source of damage for any one claim. Damage caused by the escape of oil is covered, but damage to the installation is only covered if an insured cause or cover is operative.	3. Loss or damage while the **Home** is **Unoccupied**.
4. **Subsidence** or **Heave** of the site on which the **Buildings** stand, or **Landslip**.	4. Loss or damage: a. Caused by normal **Settlement**, shrinkage or expansion. b. Resulting from coastal or river bank erosion. c. Arising from construction, structural alteration, repair or demolition. d. Arising from the use of defective materials, defective design, or faulty workmanship. e. To boundary and garden walls, terraces, gates, hedges and fences, paths and drives, artificial lawns, patios, tennis hard courts, swimming pools unless the **Home** has been damaged at the same time by the same cause. f. To, or resulting from movement of, solid floor slabs and non loadbearing walls unless the foundations beneath the loadbearing walls of the **Home** are damaged at the same time by the same cause.
5. Theft or attempted theft.	5. Loss or damage while the **Home** is **Unoccupied**.
6. Loss or damage caused by collision by aircraft, aerial devices, road or rail **Vehicles** (or anything dropped from them), or animals.	6. Loss or damage caused by: a. **Your** domestic animals. b. Insects.

What is covered	What is not covered
7. Falling trees or branches.	7. a. The cost of removal if the fallen tree or branch has not caused damage to the **Buildings** or **Contents**. b. Loss or damage caused during tree felling, lopping or topping.
8. Breakage or collapse of: i. Satellite dishes. ii. TV or radio aerials, aerial fittings or masts. iii. Lampposts. iv. Telegraph poles. v. Electricity pylons, poles or overhead cables.	8. Loss or damage to the items themselves. Certain items may be covered under the Landlord's Contents Cover section.
9. Fire, smoke, explosion, lightning, earthquake.	9. Smoke damage arising gradually or out of repeated exposure.
10. Malicious persons or vandals.	10. a. Loss or damage while the **Home** is **Unoccupied**. b. Damage caused by **You**. c. Malicious damage caused as a result of any illegal activity.
11. Riot, civil commotion, strikes, labour and political disturbances.	
The following covers are included in this section.	
12. Debris removal and building fees Necessary expenses for rebuilding or repairing the **Buildings** as a result of damage covered by Buildings Cover for: a. Architects, surveyors, consulting engineers and legal fees. b. The cost of clearing debris from the site or demolishing or shoring up the **Buildings**. c. The cost to comply with government or local authority requirements incurred following a valid claim for damage under **Buildings** causes 1-11. **We** will not pay more than 10% of the Maximum Limit for **Buildings** for any one claim.	

What is covered	What is not covered
13. Pipes and cables Accidental damage to: i. Cables. ii. Drain inspection covers. iii. Underground drains, pipes or tanks providing services to or from the **Home** and for which **You** are responsible. **We** will also pay up to £5,000 for any one claim for necessary and reasonable costs that **You** incur in locating the source of the damage including the reinstatement of any wall, drive, fence or path removed or damaged during the search.	13. a. Loss or damage while the Home is **Unoccupied**. b. Loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction or installation of the pipes and drains. If it is discovered that the cause is not accidental damage then unless one of the other causes is operative there will be no cover. Cover for accidental loss of metered water may apply under Landlord's Contents Cover cause 15.
14. Glass and sanitaryware Accidental breakage of: a. Fixed glass in: i. Windows. ii. Doors. iii. Fanlights. iv. Skylights. v. Greenhouses. vi. Conservatories. vii. Verandahs. b. Fixed ceramic hobs or hob covers. c. Fixed sanitaryware and bathroom fittings.	14. a. Loss or damage while the **Home** is **Unoccupied**. b. Damage to property that does not form part of the **Home**. c. Failure of double glazing seals unless there is a breakage of glass.
15. Replacement of locks **We** will pay for the cost of replacing keys and locks or lock mechanisms to external doors and windows of the **Home**. **We** will not pay more than £1,000 for any one claim. Assistance for Emergency Key Replacement for lost keys is provided under Home Emergency.	15. a. The cost of replacing keys and locks to a garage or **Outbuilding**. b. Replacement of keys and locks or locking mechanisms due to a tenant not returning the keys of the **Home**. **We** will only pay under Landlord's Contents Cover or Buildings Cover if both sections are insured for any one claim.

What is covered	What is not covered
16. Alternative accommodation While the **Home** cannot be lived in because of loss or damage covered under this section of the **Policy**, **We** will pay for: a. The amount of rent (including ground rent and management charges) **You** lose. b. The reasonable cost of alternative accommodation for **Your** tenants. When **You** require alternative accommodation, **We** will always discuss this with **You**. To determine what **We** mean by the 'reasonable cost of alternative accommodation' there are numerous factors **We** consider, including: • the circumstances of **Your** claim • the needs of **You**, **Your Family** and domestic animals • how long **You** might need the accommodation for • what type of accommodation is available and where it is located. **We** will not pay more than 20% of the **Buildings** Sum Insured for any one claim.	
17. Emergency entry Loss or damage to the **Buildings** caused when the Fire, Police or Ambulance Service has to force an entry to the **Buildings** because of an emergency involving **You** or **Your** tenant.	
18. Contracting purchaser If **You** have contracted to sell the **Home**, the purchaser shall have the full protection of **Your Policy** in respect of the **Buildings** up to the date of completion of the purchase as long as the **Home** is not covered by any other insurance.	

What is covered	What is not covered
19. Property owner's liability Any amount that **You** become legally liable to pay as compensation (including claimant's costs and expenses) arising from **Your** ownership (but not occupation) of the premises which causes accidental bodily injury including death, disease and injury to any person or damage to property. This includes cover for defective work carried out by **You** or on **Your** behalf to any private residence within the United Kingdom, the Isle of Man or the Channel Islands disposed of by **You** before the occurrence of bodily injury or damage in connection with such private residence. **We** will not pay more than £5,000,000 (including costs and expenses agreed by **Us** in writing) for any claim or series of claims arising from any one event or one source or original cause. Important Under this section **We** only provide cover for liability arising from the ownership of **Your Home**. **We** will not cover **Your** liability as the occupier of **Your Home** or **Your** personal liability arising from the private pursuits of **You** or **Your Family**. Most commonly, the occupier (tenant or occupying owner) of the property and the land belonging to it will be held responsible for liabilities arising from incidents occurring at the property. Please note that **You** will also need to arrange cover for occupier and/or public liability which most insurers automatically include under contents insurance.	19. **Your** legal liability to pay compensation arising directly or indirectly from: a. An agreement which imposes a liability on **You** which **You** would not be under in the absence of such agreement. b. The use of the **Home** for any business, trade, profession or employment purposes. c. Death, bodily injury or damage caused by lifts, hoists or **Vehicles**. d. Rectifying any fault or alleged fault. e. Any liability which is covered under a more specific policy.

What is covered	What is not covered
20. Liability to domestic staff Subject to the limit below, **We** will pay any amount that **You** become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness of any **Domestic Staff** within the United Kingdom, the Channel Islands and the Isle of Man. **We** will pay **You** up to £10,000,000 (which includes costs and expenses agreed by **Us** in writing) for any one claim or series of claims arising from any one event or one source or original cause. This cover is only operative if Landlord's Contents Cover is not insured.	20. **Your** legal liability to pay compensation or **Costs** for bodily injury (including death) sustained by any **Domestic Staff** when they are: a. Carried in or on a **Vehicle**. b. Entering, getting onto, or getting off a **Vehicle** where such bodily injury or illness (including death) is caused by or arises out of **Your** use of a **Vehicle**.
21. Liability to the public **We** will pay up to £5,000,000 (including costs and expenses agreed by **Us** in writing) for any one claim or series of claims, arising from any one event, one source, or original cause that **You** become legally liable to pay as compensation (including claimant's costs and expenses) occurring during the **Period of Insurance** for accidental: a. Death, bodily injury or illness of any person. b. Damage to material property not belonging to, or in the custody or control of, **You** or **Domestic Staff** arising from: i. The occupation of the **Home** (but not its ownership). ii. **Your** private pursuits. iii. The employment by **You** of **Domestic Staff**. This cover is only operative if Landlord's Contents Cover is not insured.	21. Legal liability to pay compensation or costs arising from the following: a. Any business, trade, profession or employment. b. The transmission of any contagious disease or virus. c. Owning, possessing or using a **Vehicle**. d. Owning, possessing or using caravans. e. Owning, possessing or using a dangerous dog of one of the following breeds: Pit Bull Terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro and cross breeds of these with any other breed. f. Owning any species of animal not domesticated in the UK. g. Any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man.

What is covered	What is not covered
22. Accidental damage to the **Buildings**.	22. Accidental damage: a. Specifically excluded under **Buildings Cover**. b. By frost. c. By wear and tear or gradually developing deterioration, **Settlement** or shrinkage of the **Buildings**. d. By insects or **Vermin**. e. By chewing, scratching, tearing, fouling or urinating by domestic animals. f. By mechanical or electrical breakdown or failure. g. Specifically covered elsewhere in this **Policy**. h. Arising from the alteration or extension of the **Buildings** or the cost of maintenance or routine decoration. i. Arising from faulty workmanship, defective design or use of defective materials. j. Whilst the **Home** is **Unoccupied**.

Home Emergency

This **Policy** is underwritten by Inter Partner Assistance S.A., which is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR.

The assistance services described in this **Policy** are provided by AXA Assistance (UK) Limited, which is authorised and regulated by the Financial Conduct Authority. AXA Assistance (UK) Limited's firm register number is 439069, with its registered office at 106-118 Station Road, Redhill, RH1 1PR. It is registered in England under company number 02638890.

Both AXA Assistance (UK) Limited and Inter Partner Assistance S.A. are part of the AXA Group.

Definitions

Additional definitions applicable to this section only.

Where **We** explain what a word means, that word will have the same meaning wherever it is used in the **Policy** or Schedule. These words are highlighted by the use of **bold print** and start with a capital letter. Definitions are listed alphabetically.

Authorised Tradesperson	A tradesperson authorised in advance to carry out repairs under this **Policy**.
Beyond Economical Repair	The point at which **We** deem the cost to repair **Your** boiler exceeds it value.
Covered Events	**Emergency** to essential services within the insured **Property** shown on the Schedule.
Emergency	The result of a sudden and unforeseen incident at the **Property** which immediately: a. Exposes **You** or a third party to a risk to **Your** or their health or; b. Creates a risk of or loss of or damage to the **Property** and/or any of **Your** belongings, or c. Renders the **Property** uninhabitable.
Emergency Repairs	Work undertaken by an **Authorised Tradesperson** to resolve the **Emergency** by completing a **Temporary Repair**.
Local Territory	United Kingdom (Great Britain, Northern Ireland, Isle of Man, and the Channel Islands). In the Isle of Man and the Channel Islands, please note it is more likely that **We** will settle **Your** claim on a **Reimbursement Basis**.
Period of Insurance	One year from the start or renewal date shown on **Your Policy** Schedule.
Permanent Repair	Repairs and/or work required to put right the fault which caused the **Emergency** on a permanent basis.

Property	The private dwelling used for domestic purposes, excluding garage, garden and outbuildings as shown on **Your** Policy Schedule.
Reimbursement Basis	In certain cases, We may not fully or directly arrange assistance on **Your** behalf following an **Emergency**. With **Our** agents' prior agreement, and subject to **You** providing fully itemised invoices or receipts as specified in the General Conditions, **We** will instead reimburse **You** for the expenses **You** incurred as a direct result of the **Emergency** up to the limits specified in this **Policy** wording. This can be either; a. where not possible for **Us** to directly arrange for **Your** problem to be resolved (either because **We** do not have an **Authorised Tradesperson** in **Your** geographical area who is suitable for dealing with **Your** specific **Emergency**, or cannot provide assistance quickly for other reasons), as a contribution for **You** to arrange and pay for **Your** own assistance or repair. This will be in full and final settlement of **Your** claim; and/or b. in the event of a claim for temporary accommodation after an **Emergency**, or replacement of **Your** heating equipment if deemed **Beyond Economic Repair**, after **You** arrange and pay for these yourself.
Temporary Repair	A repair undertaken by an **Authorised Tradesperson** which will resolve an emergency but will need to be replaced by a **Permanent Repair**.
We/Us/Our	Inter Partner Assistance S.A. UK Branch and AXA Assistance (UK) Limited, whose registered address is The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.
You/Your	The person or persons named in the Schedule as the Policyholder.

General conditions

a. **We** will only pay costs which are incurred as a direct consequence of the event which led to the claim **You** are making under this **Policy** up to the **Policy** limit shown in the sections entitled "Home Emergency".

b. No costs for repairs are payable under this insurance, unless **We** have been notified by **You** or a person calling on **Your** behalf through the 24 hour claims service telephone number provided and **We** have approved an **Authorised Tradesperson** in advance to make a **Temporary** or **Permanent Repair**.

c. Claims may not be made under this **Policy** for the first 14 days unless **You** are renewing an existing **Policy**.

d. **You** must quote **Your Policy** number when calling for help. **You** must produce the relevant identification including boiler service receipts on the demand of the **Authorised Tradesperson** or **Our** other nominated agent.

e. If any loss, damage or expense covered under this insurance **Policy** is also covered by any other insurance or maintenance contract, **We** will not pay more than **Our** fair share of any claim.

f. This insurance does not cover normal day to day maintenance at **Your Property** that **You** should do. Nor does it pay for replacing items that wear out over a period of time or replacement parts on a like for like basis where the replacement is necessary to resolve the immediate **Emergency**.

g. **You** must co-operate with **Us** in obtaining reimbursement of any costs **We** incur under the terms of this cover, which may have been caused by the action of a third party against whom **You** have a legal right of action.

h. During any 12 month period **We** will not be responsible for more than three claims.

Domestic emergency

If **You** suffer a covered event at **Your Property**, **You** should tell **Us** on the **Emergency** telephone number.

We will then do the following:

a. Advise **You** about how to protect yourself and the **Property** immediately.

b. Organise and pay up to £1,500 including VAT, call out, labour, parts and materials to carry out an **Emergency Temporary Repair**, or if at a similar expense an **Emergency Permanent Repair**.

   If the **Temporary Repair** will cost more than £1,500 including VAT to complete **We** will advise **You** how much, in total, the repair will cost. **We** will proceed with the repair only if **You** agree to pay the amount over £1,500.

What is covered

The **Covered Events** are listed below:

1. Plumbing problems related to leaking pipes, blocked drains or leaking radiators.
2. Blockages in toilet waste pipes.
3. Broken or damaged windows, doors and locks presenting a security risk to the property.
4. Complete electricity failure within the property.
5. Complete central heating or boiler failure. **You** are also covered for a primary system running on air, ground or water source heat pumps, however **We** may settle claims for these types of energy on a **Reimbursement Basis** if **We** do not have a suitable **Authorised Tradesperson** locally to **You.**
6. Hot water failure.
7. Animals or insects that are destructive in their natural behaviour or considered as pests or nuisances: brown rats, black rats, house mice, field mice, squirrels, wasp nests and hornet nests only.

There are conditions and exclusions which limit **Your** cover. Please read them carefully to ensure this cover meets **Your** needs. **We** do not wish **You** to discover after an incident has occurred that it is not insured.

The Home Emergency **Policy** is not a maintenance contract.

What is not covered

The following are excluded from the insurance:

1. Any leaking or dripping tap that needs a new washer or replacing external over-flows or replacing of boilers, cylinders, tanks, radiators and sanitaryware.
2. External overflows, external guttering.
3. Burst or leaking flexible hoses which can be isolated or leaking washing appliances.
4. External water supply pipes after the internal stop tap.
5. Septic tanks and swimming pool installations.
6. Failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the 12 months prior to **Your** claim, **You** will be asked to produce the evidence at the time of the claim.
7. Boilers over 15 years old.
8. Boilers that are beyond economical repair.
9. Shared water/drainage facilities.
10. Material/labour charges covered by manufacturers/suppliers/installers.
11. Replacement of light bulbs and fuses in plugs.
12 Any failure of electricity that affects only part of the property.
13. Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.
14. Loss, damage to windows, doors or locks for outbuildings garages and sheds.
15. Pests outside the main dwelling e.g. in the garages and other outbuildings.

What is covered	What is not covered
	16. Breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment. 17. Any breakdown to flushing mechanisms of toilets. 18. Damage to boundary walls, hedges, fences or gates. 19. LPG fuelled, oil fired, warm air, solar and unvented heating systems or boilers with an output over 60 Kw/hr. 20. Electricity supply to, or failure of, burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems. **We** will not be liable for any of the following: a. Any system, equipment, or facility, which has not been properly installed, or which is faulty or inadequate as a result of any manufacturing or design fault. b. Any circumstances in which making **Emergency Repairs** would contravene health and safety regulations and legislation or where a specialist contractor is required. c. Loss or damage arising from circumstances known to **You** prior to the start date of this insurance. d. Replacement of boilers, cylinders, tanks, radiators, kitchen appliances and sanitaryware. e. The cost of replacement parts due to natural wear and tear. f. Loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc. g. Any loss or damage to **Your** property as a result of the **Emergency**. h. Any loss due to faulty installation of **Your** plumbing, heating, electrical system within the property. i. Any faulty installation of a kitchen appliance.

What is covered	What is not covered
	j. Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company. k. Any cost relating to the attempted repair by **You** or **Your** own contractor. l. Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference, or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards. m. Any **Emergency** in a property that has been **Unoccupied** for more than 60 consecutive days. n. Any loss arising from **Subsidence** caused by bedding down of new structures, demolition or structural repairs or alteration to the **Property**, faulty workmanship or the use of defective materials, or river or coastal erosion. o. Any loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any other explosive nuclear assembly or its nuclear component. p. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

How to make a claim

To obtain **Emergency** assistance contact the 24 hour **Emergency** Helpline on 0300 303 2952.

You should have the following information available upon request:

a. **Your** name and **Property** postcode.

b. **Your Policy** number.

c. An indication as to the nature of the problem.

Our promise

We make every effort to provide **You** with the highest standards of service. If on any occasion **Our** service falls below the standard **You** should expect **Us** to meet, the following procedure explains what **You** should do.

Complaints procedure

You can write to the Customer Relations Manager, who will arrange an investigation on behalf of the General Manager, at:

Inter Partner Assistance S.A. UK Branch
The Quadrangle
106-118 Station Road
Redhill
Surrey
RH1 1PR
UK

Phone: 01737 815913
Email: homeemergencycomplaints@axa-assistance.co.uk

If **We** are unable to reach a satisfactory conclusion, **You** have the right to make an appeal to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
UK

Phone: 0800 023 4567
E-mail: complaint.info@financial-ombudsman.org.uk
Website: https://help.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **We** cannot meet **Our** obligations to **You**. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk) or call them on 0207 741 4100.

Data Protection

Details of **You**, **Your** insurance cover under this policy and claims will be held by **Us** (acting as data controllers) for underwriting, policy administration, claims handling, providing home emergency assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **Our** website privacy notice (see below).

We collect and process these details as necessary for performance of **Our** contract of insurance with **You** or complying with **Our** legal obligations, or otherwise in our legitimate interests in managing our business and providing **Our** products and services.

These activities may include:

a. use of sensitive information about the health or vulnerability of **You** or others involved in **Your** home **Emergency**, in order to provide the services described in this **Policy**. By using **Our** services, **You** consent to **Us** using such information for these purposes;

b. disclosure of information about **You** and **Your** insurance cover to companies within the AXA group of companies, to **Our** service providers and agents in order to administer and service **Your** insurance cover, to provide **You** with home **Emergency** assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;

c. monitoring and/or recording of **Your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;

d. obtaining and storing any relevant and appropriate photographic evidence of the condition of **Your** property which is the subject of the claim, for the purpose of providing services under this **Policy** and validating **Your** claim; and

e. sending **You** feedback requests or surveys relating to **Our** services, and other customer care communications.

We will separately seek **Your** consent before using or disclosing **Your** personal data to another party for the purpose of contacting **You** about other products or services (direct marketing). Marketing activities may include matching **Your** data with information from public sources, in order to send **You** relevant communications. **You** may withdraw **Your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK and both within and outside of the EEA (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this **Policy** and using **Our** services, **You** acknowledge that **We** may use **Your** personal data, and consent to **Our** use of sensitive information, both as described above. If **You** provide **Us** with details of other individuals, **You** agree to inform them of **Our** use of their data as described here and in **Our** website privacy notice (see below).

You are entitled on request to a copy of the information **We** hold about **You**, and **You** have other rights in relation to how **We** use **Your** data (as set out in our website privacy notice – see below). Please let **Us** know if **You** think any information **We** hold about **You** is inaccurate, so that **We** can correct it.

If **You** want to know what information is held about **You** by Inter Partner Assistance S.A. UK Branch or AXA Assistance, please write to **Us** at:

Data Protection Officer
The Quadrangle
106-118 Station Road
Redhill
RH1 1PR
UK

Email: dataprotectionenquiries@axa-assistance.co.uk

Our full privacy notice is available at: https://www.axa-assistance.co.uk. Alternatively, a hard copy is available from **Us** on request.

Legal Expenses & Tenancy Disputes

Your Insurer under this section is AmTrust Europe Limited.

Definitions

Where **We** explain what a word means, that word will appear highlighted in **bold print** and will have the same meaning wherever it is used in this section.

These definitions apply to the Legal Expenses and Tenancy Disputes section only and are listed alphabetically.

Adviser	**Our** panel solicitor, their agents or an appropriately qualified person, firm, or company appointed by **Arc** to act for **You**.
Advisers' Costs	Reasonable legal fees incurred by the **Adviser** up to the hourly rate shown in the **Arc** fee scale and payments 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.
Arc	Arc Legal Assistance Limited who administer claims under this section on **Our** behalf.
Data Protection Legislation	The relevant data protection legislation in force within the **Territorial Limits** where this cover applies at the time of the **Insured Incident**.
Dilapidations Inventory	A full and detailed inventory of **Your** contents and their condition within the **Insured Property** which has been signed by the tenant.
Disclosure Breach	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.
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 their obligations under the tenancy agreement.
Insured/You/Your	The individual or organisation shown in your **Policy** Schedule as the policyholder and defined in the tenancy agreement as the Landlord. If you die, your personal representatives will be covered to pursue cases covered by this section on behalf of you that arose prior to your death.
Insured Incident	The incident or the first of a series of incidents related by cause or time which may lead to a claim.
Insured Property	The insured property as shown in **Your** policy Schedule.

Insurer/We/Us/Our	AmTrust Europe Limited. Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG. Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Financial services number: 202189. **You** can check this on the Financial Services Register by visiting the website https://register.fca.org.uk/
Period of Insurance	The **Period of Insurance** declared to and accepted by **Us**, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.
Proceedings	The pursuit of civil legal cases for damages or injunctions and the defence of criminal prosecutions.
Tenant Reference	A credit check against the tenant and any **Guarantor** obtained from a licensed credit referencing company showing no County Court Judgments and no outstanding County Court Judgements in the past three years (whether satisfied or not). The tenant reference must also include copies of two forms of identification, one of which must contain a photograph, and a written employers' reference 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 tenants, or tenants receiving any housing related government benefit, a full tenant reference showing a pass on the tenant and **Guarantor** must be obtained from an **Arc** approved Tenant Referencing Company. Details of these companies are available by referring to the **Arc** website: https://claims.arclegal.co.uk/home

Legal Helpline

You can contact **Our** helpline on 0330 024 8694 for advice on any problem or concern in connection with the **Insured Property**. Please quote 'Cherish Residential Landlord Insurance' when **You** call. The helpline is available 24 hours a day 365 days a year.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer to act for **You** and if **Your** problem is covered under this insurance, **We** will ask **You** to complete a claim form. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

The legal helpline is provided by Arc Legal Assistance.

We will monitor and record calls that are made to **Us** for training and other lawful purposes.

Legal Document Service

Create **Your** own legal documents to assist in a range of potential disputes or legal situations that **You** may encounter.

You can access this service by logging on to https://landlord-docs.arclegal.co.uk

Please use the following access code AXAMLB to access the Legal Document Service. If **You** have not accessed the Legal Document Service before, please ensure **You** register as a new user.

What is covered	What is not covered
We will pay up to £50,000 for any one **Insured Incident** to cover **Advisers' Costs** where: 1. The **Insured Incident** takes place in the **Period of Insurance** and within the United Kingdom and 2. The **Proceedings** take place in the United Kingdom. **You** are covered for **Advisers' Costs** to pursue **Proceedings** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the **Insured Property**. The nuisance or trespass must have commenced at least 180 days after **You** first purchased this insurance. There is no cover arising from a dispute relating to a tenancy agreement or any other lease or licence to occupy property or land. **You** are covered for **Advisers' Costs** to defend Criminal Prosecutions brought against **You** in relation to the **Insured Property** under: a. The Gas Safety (Installation and Use) Regulations 1994. b. The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993. c. The Electrical Equipment (Safety) Regulations 1994. And later amending regulations or their equivalent outside of England and Wales but within the United Kingdom. **You** must take all reasonable steps to comply with these regulations and keep evidence of this. ## Tenancy disputes We will pay up to £50,000 for any one **Insured Incident** to cover **Advisers' Costs** to pursue **Proceedings** against a tenant or **Guarantor** where the tenant fails to perform their obligations set out in the **Tenancy Agreement** relating to the rightful occupation of the **Insured Property**.	1. There is no cover where: a. **Your** act, omission or delay prejudices **Your** or **Our** position in connection with the **Proceedings** or prolongs the length of the claim. b. The **Insured Incident** began to occur or had occurred before **You** purchased this insurance. c. **You** should reasonably have realised when purchasing this insurance that a claim might occur. d. **You** do not give proper information to **Arc** or to the **Adviser**. e. **You** have breached a condition relating to this section of **Your Policy**. f. **Advisers' Costs** have not been agreed in advance or are above those for which **Arc** has given its prior written warning. g. The **Insured Incident** occurs within the first 90 days of the **Period of Insurance** where the **Tenancy Agreement** started before the **Period of Insurance** unless **You** had continuous previous insurance. 2. There is no cover for any claim arising from: a. Works undertaken or to be undertaken by or under the order of any government or public or local authority. b. Planning law. c. Structural alteration to buildings. d. Anything said or written about **You**. e. Divorce, matrimonial or family matters or **Proceedings**. f. Any ventures or business projects unrelated to **Your** activities as a landlord. g. A dispute between persons insured under this policy. h. An application for Judicial Review.

What is covered	What is not covered
	i. A novel point of law. j. Something **You** have done, knowing it to be wrongful or ignoring that possibility. 3. There is no cover: a. For any claim which is not reported to **Arc** within 180 days of the **Insured Incident** or 45 days for claims under Tenancy Disputes. b. For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party. c. Arising from a dispute between **You** and **Your** managing agent or mortgage lender. d. For damages, interest, fines or costs awarded in criminal courts. e. Where **You** have other legal costs insurance cover. f. For claims made by or against **Your** Insurance intermediary, **Us**, the **Adviser** or **Arc**. g. For appeals without the prior written consent of **Arc**. h. 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** unless expressly agreed by **Arc**. Such agreement is entirely at **Arc's** discretion. i. Where a reasonable estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute. 4. We will not cover an **Insured Incident**: 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**

What is covered	What is not covered
	Agreement started more than 31 days after the **Tenant Reference**. b. Arising from or connected to the performance of **Your** obligations under the **Tenancy Agreement** or where there are insufficient prospects of success in the **Proceedings** due to the terms of the **Tenancy Agreement** being unenforceable. c. Arising from dilapidations unless the missing or damaged items were contained within a **Dilapidations Inventory**. d. Where the amount in dispute is less than £250 including VAT. e. 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 United Kingdom. f. Relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended) or equivalent Act outside of England and Wales but within the United Kingdom. g. Where the **Insured Property** is not solely residential. h. Where the **Tenant** is not aged 18 years or over. i. Relating to any occupant of the **Insured Property** over the age of 18 other than the **Tenant**. j. Where **You** fail to follow the advice of the **Adviser** or take any action suggested by the **Adviser** or **Arc** to recover possession of the **Insured Property** as promptly as possible. k. Once **You** have recovered possession of the **Insured Property**.

What is covered	What is not covered
	l. If **You** or **Your** agent are in breach of Section 213 of the Housing Act 2004 (and any amending legislation) in relation to the **Deposit**. m. Where **You** have allowed the **Tenant** into possession of the **Insured Property** 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 months **Rent** and the **Deposit** have been received in cash or cleared funds and the **Dilapidations Inventory** has been signed by the **Tenant**. n. 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 this section have been complied with. o. If **You** or **Your** managing agent gave any false or misleading information when **You** applied for the **Tenant Reference**. p. Where the **Tenant** received a **Tenant Reference** subject to a **Guarantor** and the **Guarantor** was not correctly assigned to the **Tenancy Agreement**. q. In relation to dilapidations by the **Tenant** to the **Insured Property** or its contents where **You** have a policy of insurance that covers the dilapidations. 5. Contracts (Rights of Third Parties) Act 1999. A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any

What is covered	What is not covered
	right or remedy of a third party which exists or is available other than by virtue of this Act. 6. Sanctions **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

General conditions

1. Dealing with your claim

a. **You** must notify claims as soon as possible within 180 days (or 45 days for claims under Tenancy Disputes) of the **Insured Incident**. **You** must complete a claim form and return it to **Us** promptly with all relevant information.

b. **You** and/or **Your** agent must attend any court hearing in relation to an **Insured Incident** if requested to do so by **Arc** or the **Adviser**. Failure to do this will result in all cover under this section being withdrawn with immediate effect and no further claim payments being made.

c. **Arc** may investigate the claim and take over and conduct the **Proceedings** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **Arc** may reach a settlement of the **Proceedings**.

d. **You** must supply at **Your** own expense all of the information which **Arc** 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 **Arc's** standard conditions of appointment available on request.

   The **Adviser** will:

   i. Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.

   ii. Keep **Arc** fully advised of all developments and provide such information as **Arc** may require.

   iii. Keep **Arc** regularly advised of **Advisers' Costs** incurred.

   iv. Advise **Arc** of any offers to settle and payments in to court. If contrary to **Arc's** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **Arc** agree in their absolute discretion to allow the case to proceed.

   v. Submit bills for assessment or certification by the appropriate body if requested by **Arc**.

   vi. Attempt recovery of costs from third parties.

e. In the event of a dispute over **Advisers' Costs**, **Arc** may require **You** to change **Adviser**.

f. **We** shall only be liable for costs expressly authorised by **Arc** in writing and undertaken while there are prospects of success.

g. **You** shall supply all information requested by the **Adviser** and **Arc**.

h. **You** are liable for any **Advisers' Costs** if **You** withdraw from **Proceedings** without **Arc's** prior consent. **You** will need to reimburse any costs already paid by **Arc**.

2. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), 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 51% or greater 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.

4. Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

5. Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

a. Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless.

b. Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known.

c. Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known.

d. Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

6. Fraud

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

a. Will not be liable to pay the fraudulent claim.

b. May recover any sums paid to **You** in respect of the fraudulent claim.

c. May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**.

d. Will no longer be liable to **You** in any regard after the fraudulent act.

7. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

8. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

9. Change in Law

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

How to make a claim

As soon as **You** have a legal problem that **You** may require assistance with, **You** should telephone the legal advice line on 03300 248 694 and quote "Cherish Residential Landlord Insurance".

We will send **You** a claim form by email, fax or post within 24 hours. Please complete and return it along with any supporting documents within five days of receiving it.

To maintain an accurate record, **Your** telephone calls may be recorded.

Your claim will then be assessed and if accepted a solicitor will be appointed to act for **You**.

Claim forms can also be obtained from: https://claims.arclegal.co.uk

Privacy and Data Protection Notice

1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit www.arclegal.co.uk.

2. How We Use Your Personal Data and Who We Share it With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.

4. Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact the Data Protection Officer, please see website for full address details.

Complaints procedure

If **You** are not happy with any part of the service **You** have received **You** should contact **Us** at the address below. **We** will send a full response within five working days or tell **You** within that time when **You** can expect a response.

Arc Legal Assistance Limited
PO Box 8921
Colchester CO4 5YD

Tel 01206 615000
Email customerservice@arclegal.co.uk

If **We** cannot sort out **Your** complaint **You** may refer it to the Financial Ombudsman Service at:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Tel 0300 123 9123 or 0800 023 4567
Fax 020 7964 1001
Email complaint.info@financial-ombudsman.org.uk

This does not affect **Your** legal rights.

Financial Services Compensation Scheme (FSCS)

AmTrust Europe Limited and **Arc** are members of the Financial Services Compensation Scheme.

The FSCS is a safety net for customers of financial services firms should the firm not be able to meet its liabilities. Further information about this is available at www.fscs.org.uk

Making a Complaint

Cherish Insurance Services and AXA Insurance aim to provide the highest standard of service to every customer.

We realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens **We** want to hear about it so that **We** can try to put things right.

If Your complaint relates to:	Please contact:
How **Your Policy** was sold or administered for **You**	Compliance Officer Cherish Insurance Services Carlson House Bradfield Road Wix CO11 2SP Tel 0800 197 2770 option 2 Email enquiries@cherishinsurance.co.uk
Your Policy or a claim on **Your Policy** in respect of: • Landlord's Contents Cover • Buildings Cover	Head of Complaints AXA Insurance UK plc Civic Drive Ipswich IP1 2AN Tel 01473 205926 Fax 01473 205101 Email customercare@axa-insurance.co.uk
Your Policy or a claim on **Your Policy** in respect of: • Home Emergency	Head of Customer Relations AXA Assistance (UK) Limited The Quadrangle 106 - 118 Station Road Redhill RH1 1PR Tel 01737 815 913 Email homeemergencycomplaints@axa-assistance.co.uk
Your Policy or a claim on **Your Policy** in respect of: • Legal Expenses • Tenancy Disputes	The Managing Director Arc Legal Assistance Limited PO Box 8921 Colchester CO4 5YD Tel 01206 615000 Email customerservice@arclegal.co.uk

Continued on next page

When you make contact, please provide the following information:

- **Your** name, address, postcode, telephone number and email address.
- The type of **Policy** and **Your Policy** and/or claim number.
- The reason for **Your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **You** may include copies of supporting material.

Beyond AXA or Cherish

Should **You** remain dissatisfied following **Our** written response **You** may be eligible to refer **Your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. **You** have six months from the date of **Our** final response to refer **Your** complaint to the FOS. This does not affect **Your** right to take legal action.

If **We** cannot resolve **Your** complaint **You** may refer it to the Financial Ombudsman Service at the address given below:

Mail	Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR
Tel	0300 123 9123 or 0800 023 4567
Fax	020 7964 1001
Email	complaint.info@financial-ombudsman.org.uk
Web	https://help.financial-ombudsman.org.uk

Our promise to you

We will

- Acknowledge written complaints promptly
- Investigate quickly and thoroughly
- Keep **You** informed of progress
- Do everything possible to resolve **Your** complaint
- Learn from **Our** mistakes
- Use the information from complaints to continuously improve **Our** service.

Customer Service Information

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event that **We** cannot meet **Our** obligations to **You**. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 020 7741 4100.

Data Protection Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes **Your** privacy very seriously. For details of how **We** use the personal information **We** collect from **You** and **Your** rights please view **Our** privacy policy at www.axa.co.uk/privacy-policy. If **You** do not have access to the internet please contact **Us** and **We** will send **You** a printed copy.

Cherish Insurance Services
Carlson House
Bradfield Road
Wix CO11 2SP

Tel 0800 197 2770 or 01255 871965
Email enquiries@cherishinsurance.co.uk
Web www.cherishinsurance.co.uk

Cherish Insurance Services is a trading name of Plum Underwriting Limited which is authorised and regulated by the Financial Conduct Authority.

Registered office: 7th Floor, Corn Exchange, 55 Mark Lane, London, EC3R 7NE

This policy is underwritten by
AXA Insurance UK plc
Registered office: 20 Gracechurch Street, London EC3V 0BG
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Telephone calls may be monitored and recorded.