RESIDENTIAL
LANDLORD INSURANCE

Policy Wording

Effective 1st July 2025

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Your Policy Wording

Thank **You** for choosing to insure **Your Home** with Cherish Insurance Services (a trading style of Plum Underwriting Limited, which is part of Brown & Brown (Europe) Limited).

Established in 1993, Cherish Insurance Services is a highly respected insurance underwriting agency with a history of providing market leading insurance solutions. **Our** aim is to deliver excellence through **Our** products and with a first-class service; build long term relationships with all of **Our** policyholders.

We choose **Our** Insurers who cover the risks in the **Policy** very carefully, based on their financial strength and service capabilities. The Insurer(s) for **Your Policy** is as detailed on **Your** Schedule.

Our claims service is designed to respond when **You** need it most – 24 hours a day, 7 days a week.

We are delighted to be given the opportunity to provide **You** with an insurance **Policy** and can assure you that **We** will do all **We** can to keep **You** as a valued customer for many years ahead.

Our property insurance **Policy** is designed to protect **You** against the risk of things happening suddenly which **You** could not have expected such as fire, theft, **Flood** and **Storm**. It is not designed to protect **You** against losses that arise due to the gradual deterioration or poor maintenance of **Your** property.

The **Policy** is a contract of insurance between **You** and **Us** and is reliant on **You** providing **Us** with accurate information. Failure to provide this may invalidate the contract or affect the settlement of any claim under the **Policy**. For more information, please refer to the 'General Conditions' section.

In return for payment of the full premium shown on your Schedule, **We** agree to insure **You**, subject to the terms and conditions contained in or endorsed on this **Policy**, against loss or damage **You** sustain or legal liability **You** incur for accidents happening during the **Period of Insurance** shown on **Your** Schedule.

It is essential that **You** read all documents forming part of **Your Policy** to ensure that **You** fully understand the cover that **We** have provided.

The law applicable to this Policy

We and **You** 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.

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.

How to Make a Claim

To make a claim, please refer to the section 'How to Make a Claim' on **Your** Schedule for the contact details.

When notifying a claim, please provide **Your** name, **Policy** number (shown on **Your** Schedule), the name of **Your** insurance broker or intermediary (if applicable this will be shown on **Your** Schedule) and full details of the loss or damage.

There are several claims conditions that operate. Please refer to the 'Claims Conditions' section of this **Policy** wording booklet which explains **Your** duties in the event of a claim and how **Your** claim will be dealt with.

Definitions

These definitions do not apply to Residential Landlords' Emergency or Landlords' Legal Expenses 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.

Bedroom

A room originally built to be a bedroom even if it is now used for another purpose. A bedroom may be being used as a study, children's play room, gym etc. however if it could easily be changed back to a bedroom then it is a bedroom.

The exception to the above is if the room has been altered in such a way that it cannot easily be used as a bedroom again e.g. If a bedroom has been converted into a bathroom.

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**.

Building Works

Any building work (structural and non-structural) over £10,000 (inclusive of VAT) in total. Building work includes but is not limited to demolition, structural alteration, construction, renovation, refurbishment, structural repair or restoration.

Business

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

Computer Systems

Computer or other equipment or component or system or item which processes stores transmits or receives **Data**.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious and criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer Systems**.

Cyber Incident

- any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer Systems**;

or

- any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer Systems**.

Data

Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **Computer Systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Computer Systems**.

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**.

Hacking

Unauthorised access to any **Computer Systems**, whether **Your** property or not.

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.

Phishing

Any access or attempted access to **Data** made by means of misrepresentation or deception.

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, electric surfboards 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 (non-electric), 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.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **Computer Systems**, **Data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

We/Us/Our	Cherish Insurance Services (a trading name of Plum Underwriting Limited) acting on behalf of **Your** insurers.
You/Your	The person or persons named in the Schedule as the Policyholder.

General Conditions

These conditions do not apply to Residential Landlords' Emergency or Landlords' Legal Expenses 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.

Information you have given us

In deciding to accept this **Policy** and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete and tell **Us** or **Your** broker if this information changes. If **You** are in any doubt, please talk to **Us** or **Your** broker. **We** will tell **You** if a change in information affects **Your** insurance.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

a. treat this **Policy** as if it never existed;

b. decline all claims;

c. retain the premium; and

d. request a refund from **You** of any claim payments already made.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

i. treat this **Policy** as if it had never existed, refuse to pay all claims and return the premium **You** have paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;

ii. treat this **Policy** as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms and apply these amended terms to all claims under the **Policy**, including any claims **You** have already made;

iii. reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

1. give **You** thirty (30) days notice that **We** are terminating this **Policy**; or
2. give **You** notice that **We** will treat this **Policy** and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this **Policy**.

If this **Policy** is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

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.
- If **You** intend to undertake **Building Works** at **Your Home**.
- 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** do not keep **Us** updated on any changes to information or provide untrue or misleading information when updating **Us**, then the remedies outlined in 'Information you have given us' will be applied.

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.

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 (whether or not the claim itself is genuine), or
- Submits a knowingly false or forged document in support of a claim (whether or not the claim itself is genuine), 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** from the date of the fraudulent act.
- **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 insurer 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

If, for any reason, **You** feel that this **Policy** is not right for **You**, **You** are entitled to cancel this **Policy** by notifying **Your** insurance broker or intermediary in writing (letter or email) within 14 days of either the date **You** receive **Your Policy** documentation or the inception or renewal of the **Policy**, whichever is the later.

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 notifying **Your** insurance broker or intermediary.

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 p ayment **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.
- **You** make a change to **Your** information which renders the risk no longer acceptable for **Us** to insure. Please see 'Changes in your Circumstances'.
- **You** act in a fraudulent manner. Please see 'Fraud' for further information.
- **You** fail to supply requested validation documents. Please see the Claims Conditions section 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 Residential Landlords' Emergency or Landlords' Legal Expenses 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.

Brown & Brown Claims (UK) Limited provide the claims handling service for this **Policy**. For this section the terms **Us**, **We** and **Our** are referring to Brown & Brown Claims (UK) Limited.

The first thing you must do

You must notify the Police or other appropriate local or civil authority immediately **You** become aware that a crime has been committed, obtain a crime or lost property number and notify **Us** in writing no later than 7 days after the date of such incident.

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

- Take all reasonable steps to recover missing property.
- Take all reasonable steps to prevent further damage.
- Notify **Us** as soon as reasonably possible in writing, and on no account later than 30 days after the date of the incident, of any loss, damage, or any claim made against **You**, or any circumstance or occurrence which may subsequently give rise to a claim under this **Policy**.

Claims process

When **You** contact **Us**, **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.

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 Residential Landlords' Emergency or Landlords' Legal Expenses 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

Cyber exclusion

We will not pay for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from:

a. any **Cyber Act** including but not limited to **Hacking**, **Phishing**, **Denial of Service Attack** or the transmission of any **Virus or Similar Mechanism**; or

b. any **Cyber Incident**.

This exclusion will not apply to sudden and unintentional physical damage resulting from causes which are covered by **Your Policy**.

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.

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. 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 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 any dangerous dogs as listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland)

Continued on next page

What is covered	What is not covered
ii. **Your** private pursuits. iii. The employment by **You** of **Domestic Staff**.	Order 1983. This includes cross breeds of those listed with any other breed, and any updates or changes that are made to these laws. 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.

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What is covered	What is not covered
	d. By chewing, scratching, tearing, fouling or urinating by domestic animals. 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 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**.

Residential Landlords' Emergency

The cover under this section is provided by ARAG plc.

ARAG plc is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 02585818. ARAG plc is authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited.

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

Registered in England and Wales. Company Number 103274.

Definitions

Additional definitions applicable to this section only.

Where **We** explain what a word or term means, that word or term will have the same meaning wherever it is used in this section of the **Policy**. These words are highlighted by the use of **bold print** and start with a capital letter. If a word or term is also defined in the general policy Definitions, the definition below replaces the general policy definition for the purposes of this section.

Central Heating Boiler

A boiler:

- located in the **Property** (or connecting garage), and
- which has been serviced within the 12 months prior to the date of **Your Property Emergency** claim.

Contractor

- The **Contractor** or tradesperson chosen by **Us** to respond to **Your Property Emergency**.
- Where **Your Property** is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, a suitably qualified expert chosen by **You** with **Our** agreement to respond to **Your Property Emergency**.

Emergency Costs

- **Contractor's** reasonable and properly charged labour costs, parts and materials provided that where **Your Property** is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, **You** must pay the **Contractor** and send the receipt to **Us** for the **Insurer** to reimburse **You**.
- Where necessary, alternative accommodation costs incurred under Insured event 8.

The maximum payable by the **Insurer** is £1,000 for all claims related by time or original cause.

Property	**Your** residential dwelling that is located in Great Britain and Northern Ireland and which provides self-contained accommodation for let to tenants for residential purposes.
Property Emergency	A sudden unexpected event which clearly requires immediate action in order to: • prevent damage or avoid further damage to the **Property**, and/or • render the **Property** safe or secure, and/or • restore the main services to the **Property**, and/or • alleviate any health risk to **Your** tenant(s).
Insurer	ARAG Legal Expenses Insurance Company Limited.
Vermin	Brown or black rats, house or field mice, and wasps' or hornets' nests.
We/Us/Our	ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**.
You/Your	The person to whom this **Policy** has been issued.

Claims procedure

We record and monitor calls for training purposes, to improve the quality of **Our** service, to help **Us** deal with queries or complaints from **You** and to prevent and detect fraud and financial crime.

In the event of a **Property Emergency**:

1. Please telephone 0333 000 3264 (lines are open 24 hours a day, 365 days a year) as soon as possible, providing **Us** with **Your** name, address, postcode, and the nature of the problem.
2. **We** will record **Your** details and then decide on the best course of action to limit **Your** loss and/or repair the damage. If the incident relates to an emergency covered under this section of the **Policy**, **We** will instruct a member of **Our** emergency contractor network in respect of that claim only. **We** shall have no liability for any other work carried out by the **Contractor**. Poor weather conditions or remote locations may affect normal standards of service.
3. If **Your Property** is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, **We** will check **Your** details and agree for **You** to choose a suitable expert to help. **You** will have to pay the **Contractor** and send **Your** receipt to **Us**, and **We** will reimburse **Your** claim. Please send **Your** receipt to www.arag.co.uk/newclaims.
4. If **You** are claiming for alternative accommodation costs **You** must obtain **Our** authority to incur costs before booking somewhere to stay. **You** will have to pay for the accommodation when **You** check out and send **Your** receipt to **Us** to be reimbursed.
5. It is important **You** notify **Us** as soon as possible of any claim, and do not call out **Your** own **Contractors** unless **We** have agreed as **We** will not pay their costs and it could stop **Your** claim being covered.
6. **You** must report any major emergency which could result in serious damage to the **Property** or injury, to the Emergency Services or the company that supplies the service.
7. **Your** call will be answered as soon as possible.

Your cover

Following an Insured event which results in a **Property Emergency** the **Insurer** will pay **Emergency Costs** up to £1,000 for all claims related by time or original cause, provided that all of the following requirements are met:

1. The claim is reported to **Us**
   a. during the **Period of Insurance** and
   b. as soon as possible after **Your** tenant(s) first become aware of a **Property Emergency**.
2. **You** always agree to use the **Contractor** chosen by **Us**.

Insured events

1. Main heating system

The total failure or complete breakdown, whether or not caused by accidental damage, of the main heating system (including a **Central Heating Boiler,** all radiators, hot water pipes and water storage tanks) in the **Property**.

2. Plumbing & drainage

The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within the **Property**, which results in a **Property Emergency**.

3. Property security

Damage to (whether or not accidental) or the failure of external doors, windows or locks; which compromises the security of the **Property**.

4. Toilet unit

Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function provided that there is no other toilet in the **Property**.

5. Domestic power supply

The failure, whether or not caused accidentally, of the **Property's** domestic electricity or gas supply.

6. Lost keys

The loss or theft of the only available keys, if **You** cannot replace them to gain access to the **Property**.

7. Vermin infestation

Vermin causing damage inside the **Property** or a health risk to **Your** tenant(s).

8. Alternative accommodation costs

Your tenant(s) overnight accommodation costs including transport to such accommodation following a **Property Emergency** which makes the **Property** unsafe, unsecure or uncomfortable to stay in overnight.

What is not covered by this section
(applicable to Residential Landlords' Emergency only)

These exclusions apply in addition to the General Exclusions. **You** are not covered for any claim arising from or relating to:

1. **Emergency Costs** which have been incurred before **We** accept a claim
2. an Insured event which happens within the first 48 hours of cover if **You** purchase this section of the **Policy** at a different date from any other related insurance **Policy**
3. **Emergency Costs** where there is no one at the **Property** when the **Contractor** arrives
4. any matter occurring prior to, or existing at the start of this **Policy**, and which **You** believed or ought reasonably to have believed could give rise to a claim under this section of the **Policy**
5. any wilful or negligent act or omission or any third party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions
6. a main heating system (including a **Central Heating Boiler**) which is more than 15 years old
7. LPG fuelled, oil fired, warm air and solar heating systems or boilers with an output over 60Kw/hr
8. the cost of making permanent repairs including any redecoration or making good the fabric of the **Property**
   a. once the **Property Emergency** situation has been resolved
   b. arising from damage caused:
      i. in the course of the repair or
      ii. in the course of investigation of the cause of the Insured event or
      iii. in gaining access to the **Property**
9. the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
10. the replacement of parts that suffer damage or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank pipe or tap)
11. **Your** garage (except a **Central Heating Boiler** located in a connecting garage) outbuildings, boundary walls, fences, hedges, cess pit, fuel tank or septic tank
12. The **Property** being left unoccupied for more than 60 days consecutively unless **You** usually let out **Your Property** and are actively seeking a tenant

Continued on next page

13. goods or materials covered by a manufacturer's, supplier's or installer's warranty
14. the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use
15. a claim covered by another policy, or any claim that would have been covered by any other policy if this section of the **Policy** did not exist
16. subsidence, landslip or heave
17. blockage of supply or waste pipes to the **Property** due to freezing weather conditions
18. a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

General conditions

(applicable to Residential Landlords' Emergency only)

Failure to keep any of these conditions may lead the **Insurer** to cancel this section of the **Policy** or refuse to pay a claim.

1. Your responsibilities

You must:

- observe and keep to the terms of the **Policy**
- not do anything that hinders **Us** or the **Contractor**
- tell **Us** as soon as possible after first becoming aware of any **Property Emergency**
- tell **Us** as soon as possible of anything that may materially alter **Our** assessment of the claim
- cooperate fully with the **Contractor** and **Us**
- provide **Us** with everything **We** need to help **Us** handle the claim
- take reasonable steps to recover **Emergency Costs** that the **Insurer** pays and pay to the **Insurer** all costs that are recovered should these be paid to **You**
- minimise any **Emergency Costs** and try to prevent anything happening that may cause a claim
- allow the **Insurer** at any time to take over and conduct in **Your** name any claim, proceedings or investigation
- be able to prove that the **Central Heating Boiler** has been serviced within the 12 months prior to the date of a **Property Emergency** claim.

2. Our consent

We must give **You Our** consent to incur **Emergency Costs**. The **Insurer** does not accept liability for **Emergency Costs** incurred without **Our** consent.

3. Settlement

You must not settle the **Contractor's** invoice or agree to pay **Emergency Costs** that **You** wish to claim for under this section of the **Policy** without **Our** agreement.

4. Disputes

If any dispute between **You** and **Us** arises from this section of the **Policy**, **You** can make a complaint to **Us** as described under the How to complain section below and **We** will try to resolve the matter. If **We** are unable to satisfy **Your** concerns **You** can ask the Financial Ombudsman Service to arbitrate over the complaint.

5. Fraudulent claims

If **You** make any claim which is fraudulent or false, this section of the **Policy** may become invalid and all benefit under it may be lost.

6. Jurisdiction

This section of the **Policy** will be governed by English Law.

7. Contracts (Rights of Third Parties) Act 1999

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

How to complain

If a complaint arises, please contact **Us** using the number **You** rang to report **Your** claim. The staff handling **Your** claim should be able to resolve any issues. If during those discussions it becomes clear that the matter has not been resolved to **Your** satisfaction, details of **Your** complaint will be passed to **Our** Customer Relations Department, where **We** will arrange to have it reviewed at the appropriate level. **We** will contact **You** to let **You** know that **We** are reviewing **Your** complaint. Alternatively, **You** can contact **Our** Customer Relations Department directly; **We** can be reached in the following ways:

Address:	ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.
Telephone:	0117 917 1561 (9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).
Email:	customerrelations@arag.co.uk

If **We** are not able to resolve the complaint to **Your** satisfaction, then **You** can refer it to the Financial Ombudsman Service (FOS). They can be contacted at:

Address:	Financial Ombudsman Service, Exchange Tower, London, E14 9SR.
Telephone:	0800 023 4567 or 0300 1239 123
Email:	complaint.info@financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk. The FOS's decision is binding upon the **Insurer**, but **You** are free to reject it without affecting **Your** legal rights.

Landlords' Legal Expenses

The cover under this section is provided by ARAG plc.

ARAG plc is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 02585818. ARAG plc is authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited.

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.

Definitions

Additional definitions applicable to this section only.

Where **We** explain what a word or term means, that word or term will have the same meaning wherever it is used in this section of the **Policy**. These words are highlighted by the use of **bold print** and start with a capital letter. If a word or term is also defined in the general policy Definitions, the definition below replaces the general policy definition for the purposes of this section.

Appointed Advisor	The solicitor or other advisor appointed by **Us** to act on **Your** behalf.
Collective Conditional Fee Agreement	A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay their professional fees on the basis of either • 100% "no-win no-fee" or • where discounted, that a discounted fee is payable.
Conditional Fee Agreement	A legally enforceable agreement between **You** and the **Appointed Advisor** for paying their professional fees on the basis of either • 100% "no-win no-fee" or • where discounted, that a discounted fee is payable.
Insurer	ARAG Legal Expenses Insurance Company Limited.
Legal Costs & Expenses	• Reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.3. • In civil claims, other side's costs, fees and disbursements where **You** have been ordered to pay them or pay them with **Our** agreement. • **Your** basic wages or salary from **Your** work as an employee

while attending court at the request of the **Appointed Advisor** where **Your** employer does not pay **You** for time lost and payment is not recoverable from another party. The maximum the **Insurer** will pay is £100 per day and £1,000 in total.

- Accommodation and/or storage costs for Insured event 4.

Property

The residential **Property** shown in **Your** schedule to which this **Policy** attaches, and which is located in England, Wales, Scotland or Northern Ireland.

Reasonable Prospects of Success

- Other than as set out below, a greater than 50% chance successfully pursuing **Your** claim against another person. If **You** are seeking damages or compensation, there must also be a greater than 50% change of enforcing any judgment that might be obtained.
- In criminal prosecution claims where **You**
  - plead guilty, a greater than 50% chance of reducing any sentence or fine or
  - plead not guilty, a greater than 50% chance of that plea being accepted by the court.
- In all claims involving an appeal, a greater than 50% chance of **You** being successful.

Where it has been determined that **Reasonable Prospects of Success** do not exist, **You** shall be liable to pay any legal costs incurred should **You** pursue or defend **Your** claim irrespective of the outcome.

Tenancy Agreement

An agreement to let **Your Property**:

- under an assured shorthold tenancy; or
- under an assured tenancy;

as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010; or

- under a Scottish private residential tenancy as defined by the Private Housing (Tenancies) (Scotland) Act 2016; or
- under a short assured tenancy or assured tenancy as defined by the Housing (Scotland) Act; or
- in accordance with the Private Tenancies (Northern Ireland) Order 2006; or
- to a limited company or business partnership for residential purposes by its employees; or
- where **You** live at **Your Property** and have one or two written licence agreement(s) which contain(s) a termination clause.

We/Us/Our	ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**.
You/Your	The person(s) named in the Schedule to which this **Policy** attaches and/or any person or business appointed as their agent to manage the letting of the name person's **Property** to the extent that any such agent has acted on behalf of the person named in the Schedule.

Helpline and additional services

We record and monitor calls for training purposes, to improve the quality of **Our** service, to help **Us** deal with queries or complaints from **You** and to prevent and detect fraud and financial crime.

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **Our** advisors consider that **Your** helpline usage is becoming excessive, they will tell **You**. If following that warning usage is not reduced to a more reasonable level, **We** can refuse to accept further calls.

Legal and tax advice - 0344 571 7978

If **You** have a legal or tax problem relating to **Your Property**, **We** recommend **You** call **Our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days of the year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers tenancy-related legal matters and tax matters within the UK. **Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

Landlords' legal services

www.araglegal.co.uk

Getting started

You will need to enter voucher code EC426C378CB8 when **You** register to use the website. Once **You** have registered **You** can access the website at any time to create and securely store **Your** legal documents.

More help?

If **You** have problems using the website, please contact **Our** digital technical support team. Contact details can be found on the website. **Our** digital technical support team cannot give **You** legal or insurance advice.

Claims procedure

If **You** need to make a claim **You** must notify **Us** as soon as possible and, if **Your** claim concerns rent arrears, within 30 days of the rent first becoming overdue. When legally required, **You** must have first correctly issued the necessary notices informing **Your** tenant of **Your** intention to repossess the **Property**.

1. Under no circumstances should **You** instruct **Your** own lawyer as the **Insurer** will not pay any costs incurred without **Our** agreement.
2. A claim can be made online at www.arag.co.uk/newclaims. Alternatively, **You** can obtain a claim form by downloading one at www.arag.co.uk/newclaims or by calling **Us** on 0330 303 1955 between 9am and 5pm weekdays (except bank holidays).
3. The completed application and supporting documentation can be submitted online or sent to **Us** by email or post. Further details are set out on **Our** website. **We** will send **You** an acknowledgment by the end of the next working day after receiving **Your** claim.
4. Within five working days of receiving all the information needed to assess the availability of cover under this section of the **Policy**, **We** will contact **You** either:
   a. confirming cover under the terms of this section of the **Policy** and advising **You** of the next steps to progress **Your** claim; or
   b. if the claim is not covered, **We** will explain in full the reason(s) why and advise whether **We** can assist in another way.
5. When a representative is appointed by **Us**, they will try to resolve **Your** dispute without delay. Matters cannot always be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

Your cover

Following an Insured event, the **Insurer** will pay **Legal Costs & Expenses** up to £50,000 for all claims related by time or originating cause, subject to all of the following requirements being met.

1. **You** keep to the terms of the **Policy** and cooperate fully with **Us**.
2. **Your** claim
   a. always has **Reasonable Prospects of Success** and
   b. is reported to **Us**
      i. during the **Period of Insurance** and
      ii. as soon as **You** first become aware of circumstances which could give rise to a claim and
      iii. within 30 days of rent first becoming overdue if **Your** claim concerns rent arrears.

3. Unless there is a conflict of interest, **You** agree to use the **Appointed Advisor** chosen by **Us** in any claim before proceedings have been or need to be issued.

4. Any dispute will be dealt with by a court.

We consider that a claim has been reported to **Us** when **We** have received **Your** fully completed claim application and all supporting documentation.

Insured events

What is covered	What is not covered
1. Repossession Cover to pursue **Your** legal rights to repossess **Your Property** that **You** have let under a **Tenancy Agreement** provided **You**: a. have demanded rent in writing from **Your** tenant as soon as it is overdue and can provide evidence of this b. have given the tenant the correct notices for the repossession of **Your Property** c. are seeking a right of possession where the court MUST find that the named ground of possession applies. Where **You** have a licence agreement for **Your Property You** will be seeking to invoke the termination clause or Where **You** have a legal right to repossess **Property** that has been let in accordance with the Private Tenancies (Northern Ireland) Order 2006.	Any claim where **You** are seeking a right of possession where the court MAY find that the named ground of possession applies.
2. Property damage, nuisance and trespass a. An event which causes visible damage to **Your Property** and/or anything owned by **You** at **Your Property**, provided that in respect of a claim against **Your** tenant for damage **You** have prepared, prior to the granting of the tenancy, a detailed inventory of the contents and condition of the **Property** which the tenant has signed. b. A public or private nuisance or a trespass relating to **Your Property**.	Any claim arising from or relating to: 1. damage to **Your Property** that arises from or relates to a contractual agreement other than a **Tenancy Agreement** 2. trespass by **Your** tenant or ex-tenant 3. the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **Your Property** by any government, local or public authority.
3. Recovery of rent arrears Pursuit of **Your** legal right to recover rent due under a **Tenancy Agreement** for **Your Property**.	

What is covered	What is not covered
4. Accommodation & storage costs a. **Your** accommodation costs while **You** are unable to get possession of **Your Property** and/or b. costs incurred for storage of **Your** personal possessions while **You** are unable to reoccupy **Your Property**; provided that a. possession is sought because **You** wish to live at **Your Property**; and b. **You** book and pay for accommodation and storage with **Our** consent and seek reimbursement of the agreed costs from **Us**.	Any claim arising from or relating to: 1. accommodation costs exceeding £175 per day and in excess of £5,250 in total 2. storage costs exceeding £50 for each complete week and in excess of £300 in total.
5. Prosecution defence A prosecution against **You** that arises from **You** letting out **Your Property**.	

What is not covered by this section
(applicable to Landlords' Legal Expenses only)

These exclusions apply in addition to the General Exclusions. **You** are not covered for any claim arising from or relating to:

1. **Legal Costs & Expenses** incurred without **Our** consent
2. any actual or alleged act or omission or dispute happening before, or existing at the start of the **Policy** and which **You** knew or ought reasonably to have known could lead to a claim under this section
3. any claim occurring during the first 90 days of the first **Period of Insurance** where the **Tenancy Agreement** started before the start of this **Policy** (except where **You** had equivalent cover in force immediately prior to the start of this **Policy**)
4. any civil action brought against **You** by **Your** tenant
5. an allegation or prosecution against **You** involving:
   a. assault, violence, dishonesty, malicious falsehood or defamation
   b. indecent or obscene materials
   c. the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
   d. illegal immigration
   e. money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities
6. registering, assessing or reviewing rent, rent control, leasehold valuation or the jurisdiction of the First-tier Tribunal (Property Chamber)
7. a **Property** which is or should have been registered as a House of Multiple Occupation
8. a judicial review
9. a dispute with **Us** not dealt with under Condition 6., or the **Insurer** or the company that sold this **Policy**
10. a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

General conditions (applicable to Landlords' Legal Expenses only)

Where the **Insurer's** risk is affected by **Your** failure to keep to these conditions the **Insurer** can refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Legal Costs & Expenses** from **You** if this happens.

1. Your responsibilities

You must:

- tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in **Your** favour
- cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim and not hinder them
- take reasonable steps to claim back **Legal Costs & Expenses** and, where recovered, pay them to the **Insurer**
- keep **Legal Costs & Expenses** as low as possible
- allow the **Insurer** at any time to take over and conduct in **Your** name, any claim.

2. Freedom to choose an appointed advisor

- In certain circumstances as set out below **You** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.
- If:
  - a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against **You**, or
  - there is a conflict of interest

  You may choose a qualified **Appointed Advisor**.
- Where **You** wish to exercise the right to choose, **You** must write to **Us** with **Your** preferred representative's contact details and cost.
- Where **You** choose to use **Your** preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel and will pay only the costs that the **Insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care, and **We** agree special terms with them which may be less than the rates available from other firms.)
- If **You** dismiss the **Appointed Advisor** without good reason, or withdraw from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for **You**, cover will end immediately.
- In respect of pursuing a claim, **You** must enter into a **Conditional Fee Agreement** (unless the **Appointed Advisor** has entered into a **Collective Conditional Fee Agreement**), where legally permitted.

3. Consent

- **You** must agree to **Us** having sight of the **Appointed Advisor's** file relating to **Your** claim. **You** are considered to have provided consent to **Us** or **Our** appointed agent to have sight of **Your** file for auditing and quality control purposes.

4. Settlement

- The **Insurer** can settle the claim by paying the reasonable value of **Your** claim.
- **You** must not negotiate or settle the claim without **Our** written agreement.
- If **You** refuse to settle the claim following advice to do so from the **Appointed Advisor**, the **Insurer** reserves the right to refuse to pay further costs.

5. Barrister's opinion

We may require **You** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports **You**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which shall be binding on **You** and **Us**. This does not affect **Your** right under Condition 6. below.

6. Disputes

If any dispute between **You** and **Us** arises from this section of the **Policy**, **You** can make a complaint to **Us** as described under the How to complain section below and **We** will try to resolve the matter. If **We** are unable to satisfy **Your** concerns and the matter can be dealt with by the Financial Ombudsman Service **You** can ask them to arbitrate over the complaint. If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If **We** and **You** fail to agree on a suitable person to arbitrate the matter **We** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

7. Other insurance

The **Insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this section of the **Policy** did not exist.

8. Fraudulent claims and claims tainted by dishonesty

- If **You** make any claim which is fraudulent of false, this section of the **Policy** may become invalid and all benefit under it may be lost.
- **You** shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that **You** have breached this condition and that the breach has:
  - affected **Our** assessment of **Reasonable Prospects Of Success**, and/or
  - prejudiced any part the outcome of **Your** claim

  the **Insurer** shall have no liability for **Legal Costs & Expenses**.

9. Contracts (Rights of Third Parties) Act 1999

Except for any person or business appointed as **Your** agent to manage the letting of **Your Property** a person who is not party to this contract has no right to enforce the terms and conditions of this section of the **Policy** under the Contracts (Rights of Third Parties) Act 1999.

10. Acts of parliament, statutory instruments, civil procedure rules & jurisdiction

All legal instruments, bodies and rules referred to within this section of the **Policy** shall include the equivalent in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement. This section of the **Policy** will be governed by English law.

How to complain

If a complaint arises, this should be addressed to **Our** Customer Relations Department who will arrange to have it reviewed at the appropriate level. **Our** Customer Relations Department can be reached in the following ways:

Address:	ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.
Telephone:	0117 917 1561 (9am-5pm, Mondays to Fridays excluding bank holidays. For **Our** mutual protection and training purposes, calls may be recorded).
Email:	customerrelations@arag.co.uk

If **We** are not able to resolve the complaint to **Your** satisfaction, then **You** can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:

Address:	Financial Ombudsman Service, Exchange Tower, London, E14 9SR.
Telephone:	0800 023 4567 or 0300 1239 123
Email:	complaint.info@financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk. The FOS's decision is binding upon the **Insurer**, but **You** are free to reject it without affecting **Your** legal rights.

ARAG plc privacy statement

This is a summary of how **We**, on behalf of the **Insurer**, collect, use, share and store personal information. To view **Our** full privacy statement, please see **Our** website https://www.arag.co.uk/data-legal/privacy-notice/

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **We** ask for personal or sensitive information, **We** undertake that it shall only be used in accordance with **Our** privacy statement.

We may also collect information for other parties such as suppliers **We** appoint to process the handling of a claim.

Using personal or sensitive information

The reason **We** collect personal or sensitive information is to fulfil **Our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **We** may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **Our** full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured under these sections of the **Policy** has a number of rights in relation to how **We** hold personal data including; the right to a copy of the personal data **We** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **We** will not be able to delete personal data, please refer to **Our** full privacy statement.

Making a Complaint

Cherish Insurance Services and **Your** insurer(s) 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** and **Your Policy** or a claim on **Your Policy** in respect of: • Landlord's Contents Cover • Buildings Cover	Complaints Resolution Manager 52-56 Leadenhall Street London EC3A 2EB Tel 0800 208 8477 Email MGAcomplaints@bbrown.com
Your Policy or a claim on **Your Policy** in respect of: • Residential Landlords' Emergency • Landlords' Legal Expenses	ARAG plc Unit 4a, Greenway Court Bedwas Caerphilly CF83 8DW Tel 0117 917 1561 9am-5pm, Mondays to Fridays excluding bank holidays. For **Our** mutual protection and training purposes, calls may be recorded. Email customerrelations@arag.co.uk

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.

Financial Ombudsman Service

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

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** may be eligible to make a complaint to the FOS if **You** are:

- A private individual
- A micro-enterprise employing fewer than 10 persons and with turnover or annual balance sheet that does not exceed €2 million
- A small business with a turnover of less than £6.5 million and less than 50 staff or has a balance sheet total or less than £5 million (small business)
- A charity which has an annual income of less than £6.5 million
- A trustee of a trust which has a net asset value of less than £5 million
- An individual who has given a guarantee or security in respect of an obligation or liability of a small business.

The FOS's contact details are as follows:

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

Email: complaint.info@financialombudsman.org.uk
Fax: 44 207 964 1001
Text Number: 07860 027 586 (call back service)

From within the United Kingdom:
Tel: 0800 023 4567 (calls to this number are now free on mobile phones and landlines)

From outside the United Kingdom:
Tel: 44 (0)207 964 0500

Website: www.financial-ombudsman.org.uk

Please remember that **You** may have to refer **Your** complaint to the FOS within specific time-lines. **We** will communicate the applicable timeline in **Our** response to **Your** complaint.

The complaints handling arrangements above are without prejudice to **Your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **Your** contractual rights.

Customer Service Information

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.

Financial Services Compensation Scheme (FSCS)

All insurers providing cover under this **Policy** and Cherish Insurance Services are 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

Cherish Insurance Services and the insurer(s) are committed to protecting **Your** personal data.

Cherish Insurance Services and the insurer(s) will use personal data about **You** fairly and lawfully, primarily in connection with the provision of insurance. Full details can be found in the Privacy Notice at https://www.cherishinsurance.co.uk/displayPage.php?p=privacy which specifies:

- the information that Cherish Insurance Services and the insurer(s) may collect on **You** and from whom;
- how and why this information will be used;
- how Cherish Insurance Services and the insurer(s) may share and disclose the information; and
- the retention of **Your** personal data.

In some instances, Cherish Insurance Services and the insurer(s) may need to seek **Your** consent before processing such data. Cherish Insurance Services and the insurer(s) will always make it clear to **You** when and why **Your** consent is being sought. A hard copy of the Privacy Notice is available on request.

You have a number of rights (including the right of access to see personal information about **You** that is held in Cherish Insurance Services and the insurer(s) records) and these are detailed in the Privacy Notice. If **You** have any questions or concerns relating to the Privacy Notice or Cherish Insurance Services' data protection practices, or to make a subject access request, please contact:

Brown & Brown (Europe) Limited, Data Protection Officer, 7th Floor, 55 Mark Lane, London, EC3R 7NE.

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