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**Residential  
Property**  
Policy Booklet

## Dear Policyholder

Thank you for choosing Modus as your Insurer. This policy booklet provides all the details you need to know about your Residential Property insurance policy.

Insurance does not cover your property against everything that can happen so please read your policy carefully alongside your schedule to make sure you understand what it covers and the limits that apply.

Should you need to make a claim on this policy, please refer to the How to make a claim section on Page 3 of this policy booklet.

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## Summary of policy cover limits

The following is a summary of the main **Policy** limits. **You** should read the rest of this **Policy** for the full terms and conditions.

<b>Section 1 Buildings.</b> <i>Cover only applies if a Sum Insured is shown on your schedule.</i>	<b>Cover limit</b>
Accidental damage	Included
Accidental damage to underground pipes and cables	Included
Alternative accommodation or loss of rent costs	20% of Building Sum Insured
Trace and access costs to source water leaks	£25,000
Loss of metered water, electricity, gas and oil following damage	£25,000
Removal of tenant debris following damage	£25,000
Replacement locks if keys are stolen	£2,500

<b>Section 2 Contents.</b> <i>Cover only applies if a Sum Insured is shown on your schedule.</i>	<b>Cover limit</b>
Alternative accommodation or loss of rent	20% of Contents Sum Insured
Replacement locks if keys are stolen	£2,500
Removal of tenant debris following damage	£25,000
Theft of Contents from a detached outbuilding	£2,500

<b>Section 3 Rent Receivable.</b> <i>Cover only applies if a Sum Insured is shown on your schedule.</i>	<b>Cover limit</b>
Annual ground rent	10% of Building Sum Insured
Loss of book debts	£10,000
Automatic rent review	Included

<b>Section 4 Property Owners Liability.</b> <i>Cover only applies if an Indemnity Limit is shown on your schedule.</i>	<b>Cover limit</b>
Defective Premises Act 1972	Included
Health and Safety at Work etc. Act 1974	Included
Data Protection Act 2018	Included
Corporate Manslaughter and Corporate Homicide Act 2007	Included

<b>Section 5 Identity Theft.</b>	<b>Cover limit</b>
Legal fees and opponents costs arising from identity theft	£25,000

<b>Section 6 Key Protection Insurance.</b>	<b>Cover Limit</b>
Loss of Keys to the insured premises	£500

<b>Section 7 Terrorism.</b> <i>Cover only applies if shown as Included on your schedule.</i>	<b>Cover limit</b>
Damage to your premises arising from Terrorism	Included

<b>Section 8 Legal Expenses.</b> <i>Cover only applies if shown as Included on your schedule.</i>	<b>Cover limit</b>
Employment Dispute cover	£100,000
Tax Disputes	£100,000
Tenant Eviction	£100,000

## Important Information

### Policy Wording Document

This **Policy** booklet is part of **Your** insurance contract, along with **Your Schedule** and Statement of Fact documents. Please read **Your Schedule** and any **Endorsements** attaching to it, Statement of Fact and this policy booklet carefully to make sure **You** know exactly what **Your** insurance covers.

**Your** insurance relates only to those sections of **Your Policy** which are shown on **Your Schedule** as Insured or with a **Sum Insured** or limit applying to that section.

**You** must comply with the terms of this **Policy**. Failure to comply with the terms of this **Policy** may result in **Your** claim being refused or reduced where that claim has been affected by **Your** failure to comply.

This **Policy** is provided by Modus Underwriting Limited trading as Modus, an Appointed Representative of Acrisure UK MGA Limited, acting as agent on behalf of ERGO UK Specialty Ltd on behalf of Great Lakes Insurance UK Limited.

### Defined terms

Wherever words appear in bold with a capital letter in this policy booklet they will have the meanings described in the Definitions section.

### Understanding this policy

This **Policy** booklet must be read by **You** in its entirety as conditions, exclusions and other limitations apply.

The **Policy** is made up of different classes of insurance, which are set out in separate sections of this **Policy** with specific terms applying to each section separately in addition to general terms applying to all the sections. The cover **You** have selected under this **Policy** is shown in the **Schedule**.

**You** must ensure that the cover **You** have purchased under this **Policy** is adequate for **Your** needs. **We** have not given **You** a personal recommendation as to whether this **Policy** is suitable for **Your** needs.

If **You** think there is a mistake in or a change needs to be made to this **Policy**, then **You** must immediately notify **Your** insurance agent.

### Choice of law and jurisdiction

Under European law, **You** and **We** may choose which law will apply to this contract. English law will apply unless both parties agree otherwise and the parties submit to the exclusive jurisdiction of the court of England and Wales.

### How to make a claim

To make a claim under Sections 1 to 4 or Section 7 of the **Policy** please contact **Us** with **Your Policy** number and crime reference number (if relevant).

ERGO Claims Team  
MPL Claims Management Ltd  
The Octagon  
Middleborough  
Colchester  
CO1 1TG  
Telephone: **+44 (0) 345 060 0014**  
E-mail: [ergo@mplclaims.com](mailto:ergo@mplclaims.com)

### Identity Theft claims

To make a claim under Section 5 Identity Theft, please contact the claims handler Lexelle Limited who is an insurers' agent and in the event of a claim act on behalf of Financial & Legal Insurance Company Limited. You may report your claim by telephone on Tel : **0114 3504107**

For advice on personal legal matters relating to Identity Theft cover provided by Section 5, please telephone **0114 350 4107**.

### Key Protection claims

To make a claim under Section 6 Key Protection Insurance, please contact the claims handler Davies Group Limited via

<https://keyclaims.davies-group.com> or call on 0344 856 2270.

### Legal Expenses claims (if cover selected)

To make a claim under Section 8 Legal Expenses, of **Your** insurance **Policy** please contact ARC Insurance.

Telephone: **0344 770 1044** and quote 'Modus Property Owners'

Claims must be notified to the Claims Line within 45 days of the Insured Event.

### What to do if you have a complaint

**Our** aim is to provide all **Our** customers with a first-class standard of service. However, there may be occasions when **You** feel this objective has not been achieved. If **You** have a complaint about **Your Policy** or the handling of a claim, the details below set out some of the key steps that **You** can take to address **Your** concerns.

#### Where do I start?

If **Your** complaint is about the way in which the **Policy** was sold to **You** or whether it meets **Your** requirements, **You** should contact the insurance broker who arranged the **Policy** for **You**.

If **Your** complaint is about a claim, **You** should refer the matter to the ERGO Claims Team at MPL Claims Management Ltd. Their contact details are provided below.

ERGO Claims Team  
MPL Claims Management Ltd  
The Octagon  
Middleborough  
Colchester  
CO1 1TG  
Telephone: 0345 060 0014  
E-mail: [ergo@mplclaims.com](mailto:ergo@mplclaims.com)

If **Your** complaint is about anything else, **You** should refer it to ERGO UK Specialty, whose contact details are:

Complaints Manager  
ERGO UK Specialty on behalf of Great Lakes Insurance UK Limited  
Munich Re Group Offices  
13<sup>th</sup> Floor 10 Fenchurch Avenue  
London, EC3M 5BN  
Telephone: 020 3003 7130  
E-mail: [complaints@ergo-specialty.co.uk](mailto:complaints@ergo-specialty.co.uk)

The Complaints Manager will investigate **your** complaint and will provide **you** with a written response within eight weeks of **your** initial complaint. This will either be a final response or a letter informing **you** that we need more time for our investigation.

Please quote **Your Policy** number in all correspondence so that **Your** concerns may be dealt with speedily.

If **Your** complaint is in relation to a claim under the Identity Theft section, **You** should contact the Claims Manager at Lexelle Ltd. The contact details are:

Claims Manager,  
Lexelle Ltd,  
P.O. Box 4428,  
Sheffield,  
S9 9DD.  
Tel 0114 350 4107  
Email: [assist@lexelle.com](mailto:assist@lexelle.com)

In all correspondence please state that your insurance is provided by Financial & Legal Insurance Company Limited and quote scheme reference: **F&LIDT / 09 / 2024**

If **Your** complaint is in relation to Section 6 Key Protection Insurance;

1. If **your** complaint is about the sale of **your** policy, contact the broker who sold **you** the policy.
2. If **your** complaint is about a claim **you** made, contact Davies Group:
  - Email: [customer.care@davies-group.com](mailto:customer.care@davies-group.com)
  - Tel: 0344 856 2015

**If You remain unhappy**

If **We** have not resolved **Your** complaint at the end of eight weeks, or if after receiving **Our** final response **You** remain dissatisfied, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (contact details below). **You** will have six months from the date of the final response to make this referral.

**Your** rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service  
 Exchange Tower  
 London  
 E14 9GE

Telephone: 0800 0234 567

Further information is available from them and **You** may refer a complaint to them online at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Ombudsman will review complaints from eligible complainants. An eligible complainant is defined as:

1. a private individual; or
2. a business, which has a group annual turnover of less than £6.5m and fewer than 50 staff at the time the complainant refers the complaint to the respondent or an annual balance sheet total of less than £5m at the time the complainant refers the complaint to the respondent; or
3. a charity which has an annual income of less than £1m at the time the complainant refers the complaint to the respondent; or
4. a trustee of a trust which has a net asset value of less than £5m at the time the complainant refers the complaint to the respondent.

**Your** rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above.

## General Information

### Details about our regulator

This **Policy** is arranged and administered by Modus Underwriting Limited on behalf of ERGO UK Specialty Ltd on behalf of Great Lakes Insurance UK Limited.

### Authorisation and Regulation

Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

ERGO UK Specialty and Great Lakes Insurance UK Limited are part of the Munich Re Group, one of the leading reinsurers and risk carriers worldwide.

Modus Underwriting Limited whose registered address is 9<sup>th</sup> Floor, 40 Leadenhall Street, London, EC3A 2BJ. (registered number 9269358). Modus Underwriting Limited is an Appointed Representative of Acrisure UK MGA Limited which is authorised and regulated by the Financial Conduct Authority FRN:835270.

Section 5 is arranged by Lexelle Limited, with Financial & Legal Insurance Company Limited. Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check this on the Financial Services Register by visiting <https://register.fca.org.uk/>. Our Financial Service Register number is 202915.

Section 6 is arranged by Strategic Insurance Services Limited and is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk).

### Financial Services Compensation Scheme

Great Lakes Insurance UK Limited is covered by the FSCS. This means that **You** may be entitled to compensation from the scheme in the unlikely event that Great Lakes Insurance UK Limited cannot meet its obligations. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further information about the FSCS is available from the FSCS at the address immediately below or on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

Financial Services Compensation Scheme

Address: 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

### Meeting your needs

**We** have not given **You** a personal recommendation as to whether this **Policy** is suitable for **Your** needs.

### Information and changes we need to know about.

**You** must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, or renew **Your Policy**.

Please tell **Your** insurance broker immediately if there are any changes to the information set out in **Your** Statement of Fact or on **Your Schedule**. **You** must also tell **Us** about the following if they represent a change or a fact **You** have not already told **Us** about:

- the address of the **Premises**
- any change or addition to the **Buildings** or **Contents** of the **Premises** to be insured that results in the need to increase the amounts or the limits that are shown on **Your Schedule**
- if any work is being done to the **Premises**, other than routine maintenance or decoration
  - workmen are allowed on the **Premises** for the purpose of routine maintenance, decoration and minor alterations from time to time without prejudice to this insurance.
- if **You** are prosecuted for or convicted of any offence (excluding motoring offences)
- if the **Your Premises** are to be **Unoccupied** for any continuous period exceeding 30 days
- if the occupancy or **Resident** type changes

Note: the list above does not set out all changes **You** must tell **Us** about. If **You** are not sure whether a change may affect **Your** cover, please contact **Your** insurance broker immediately.

When **We** are notified of a change, **We** will tell **Your** insurance broker if this affects **Your Policy**, for example whether **We** are able to accept the change and, if so, whether the change will result in revised terms and/or premium being applied to **Your Policy**.

If the information provided by **You** is not complete and accurate:

- **We** may cancel **Your Policy** and refuse to pay any claim
- **We** may not pay any claim in full
- **We** may revise the premium and/or change any **Excess**, or
- the extent of the cover **We** provide may be affected.

## Data Protection

It is understood by **You** that any information that is provided to **Us** about **You** will be processed by **Us** for the purposes of providing insurance and handling any claims which may necessitate providing such information to third parties. **We** will ensure that **Your** data is protected at all times and handled in accordance with the provisions of the General Data Protection Regulation (GDPR).

In order to prevent and detect fraud **We** may at any time:

- share information about **You** with other organisations and public bodies including the police, or
- check and/or file **Your** details with fraud prevention agencies and databases and if **You** provide **Us** with false or inaccurate information and **We** suspect fraud **We** will record this. **We** and other organisations may also search these agencies and databases to:
  - help make decisions about the provision and administration of insurance, credit and credit related services for **You** and members of **Your** household
  - trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** insurance policies
  - check **Your** identity to prevent financial crime, unless **You** furnish **Us** with satisfactory proof of identity, or
  - undertake credit searches and additional fraud searches.

On request, **We** can supply further details of the databases **We** access or contribute to.

Our privacy policy can be reviewed at <http://www.modusunderwriting.com/privacy-cookie-policy.html>

## Contracts (Rights of Third Parties) Act 1999

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

## Definitions

The following definitions apply to Sections 1 to 4 and Section 7 of this Policy:

### 1. Accidental Damage

Sudden and unintentional physical **Damage** that occurs unexpectedly.

### 2. Additional Expenditure

The additional expenditure that is necessarily and reasonably incurred with **Our** consent.

### 3. Bodily Injury

Bodily injury including death or disease.

### 4. Buildings

The structure of the **Premises** including fixtures and fittings, swimming pools, tennis courts, walls, gates, fences, patios, terraces, paths, drives, yards, car parks, car ports, roads, pavements, service tanks and central heating fuel storage tanks and associated underground pipes and cables belonging to **You** or for which **You** are responsible.

### 5. Business

**Your** activities as owner of the **Premises** as specified in **Your Schedule**.

### 6. Common Parts

The common parts as defined in **Your** freehold or leasehold agreement.

### 7. Computer System

The words Computer System shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned or operated by the Insured or any other party.

### 8. Condition Precedent

A condition which must be complied with before **We** are liable to pay for a claim.

### 9. Contents

- Fixtures and fittings, floor coverings, furniture, furnishings, utensils and domestic appliances belonging to **You** or for which **You** are responsible as owner of the **Premises**;
- **Contents** in the **Common Parts** of the **Premises** to which all **Residents** have access.

#### We will not pay for:

- a) jewellery, watches, furs, items or sets or collections of gold, silver or other precious metals
- b) curios, works of art, antiques, sculptures or rare books where the value of any one article exceeds £5,000 or
- c) stock and materials in trade

### 10. Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or 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 System**.

### 11. Cyber Incident

The words **Cyber Incident** shall mean:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- b) 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 System**.

### 12. Cyber Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

### 13. Damage

Accidental loss, destruction or damage.

**14. Data**

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

**15. Data Processing Media**

Any property insured by this **Policy** on which **Data** can be stored but not the **Data** itself.

**16. Employee**

Any person who is working for **You** in connection with the **Business** who is:

- a) borrowed by or hired by **You**
- b) under a contract of service or apprenticeship with **You**
- c) a labour master or supplied by a labour master
- d) employed by labour only sub-contractors
- e) self employed
- f) under a work experience or training scheme
- g) a voluntary helper while working under **Your** control in connection with the **Business**, or
- h) an outworker or homeworker when engaged in work on **Your** behalf.

**17. Endorsement**

A written change to the terms of **Your Policy** shown on **Your Schedule**.

**18. Excess**

The amount **You** must pay towards each and every claim as shown on **Your Schedule**.

**19. Glass**

All fixed glass external and internal glass (including shelves showcases and mirrors) forming part of the structure of the **Premises**.

**20. Heave**

Expansion or swelling of the land beneath the **Buildings** resulting in upward movement.

**21. Indemnity Limit**

The maximum amount shown on **Your Schedule** which **We** will pay in respect of any one event or a series of events attributable to one original cause. In respect of **Pollution or Contamination** the **Indemnity Limit** will apply to the total of all events happening in any one **Period of Insurance**.

**22. Indemnity Period**

The period beginning with the occurrence of the **Damage** and ending not later than the number of months stated on **Your Schedule** during which the **Rent Receivable** is affected as a direct result of the **Damage**.

**23. Index Linking**

Whenever a **Sum Insured** is declared to be subject to index linking it is adjusted at annual intervals in line with the suitable indices of costs.

**24. Landslip**

Downward movement of sloping ground.

**25. Money**

Current coin, bank and currency notes, cheques, money orders, postal orders, postage stamps (that are not part of a collection), savings stamps and savings certificates, share certificates, premium bonds, luncheon vouchers, traveller's cheques, travel tickets, phone cards, gift tokens and VAT invoices belonging to **You**.

**26. Outstanding Debit Balances**

The **Money** that is owed to **You** by **Your** customers at the date of the **Damage** taking into account:

- a) bad debts
- b) debit and credit amounts owed and not passed through the books during the period between the last record and the date of the **Damage**
- c) abnormal trading conditions affecting the **Business**, or
- d) **Your** last record of amounts owed by customers.

**27. Period of Insurance**

The period shown on **Your Schedule** for which **Your Policy** covers **You** provided **You** pay the premium on time.

**28. Policy**

**Your Policy** including the Sections, the Statement of Fact and **Your Schedule**, all of which should be read together as one contract.

**29. Pollution or Contamination**

- a) Pollution or contamination by naturally occurring or man-made substances, forces, and organisms, including, but not limited to, (i) any actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material or device, whether or not related in any way to any act of **Terrorism**, and (ii) the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory and
- b) all loss, **Damage to Property** and **Bodily Injury** directly or indirectly caused by such pollution or contamination.

**30. Premises**

The address or addresses specified on **Your Schedule** belonging to **You** or for which **You** are legally responsible. Unless otherwise specified in **Your** Statement of Fact the **Premises** are:

- a) built of brick, stone or concrete, and
- b) roofed with slate, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients (with the exception of domestic garden sheds).

**31. Property**

**Buildings** applicable to Section 1 and/or **Contents** applicable to Section 2. **Your Schedule** will show which section(s) of cover are included.

**32. Rent Receivable**

The **Money** including ground rent and service charges paid or payable to **You** from the letting of the **Premises** specified in **Your Schedule**.

**33. Resident**

The owner, tenant or lessee of any **Buildings** including any family members who permanently reside with them.

**34. Sanitary Fittings**

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

**35. Schedule**

**Your** schedule forms a part of **Your Policy** and contains details of the **Premises**, the **Sums Insured**, the **Period of Insurance** and the Sections of this insurance which apply.

**36. Settlement**

Downward movement of the land beneath the **Buildings** as a result of compaction due to the weight of the **Buildings**.

**37. Storm**

Strong winds of 41 knots/47 mph or more, usually accompanied by rain, hail or snow. Beaufort scale number 9.

**38. Subsidence**

Downward movement of the land beneath the **Buildings** that is not as a result of **Settlement**.

**39. Sum Insured**

The amount shown on **Your Schedule** as the maximum amount **We** will pay for claims resulting from one incident unless otherwise stated in this **Policy** booklet or **Your Schedule**.

**40. Territorial Limits**

The United Kingdom, the Channel Islands and the Isle of Man.

**41. Terrorism**

Any person or people whether acting alone or in connection with any organisation or government, using biological, chemical or nuclear force or contamination, whether or not committed for political, religious, ideological or similar purposes, including intending to influence any government or to put members of the public in fear.

**42. Unoccupied**

A **Premises** becomes **Unoccupied** if it:

- a) has not been lived in for more than 30 consecutive days, or
- b) is not furnished for full habitation.

**43. We, Us, Our**

The insurer whose identity is stated on **Your Schedule**.

**44. You, Your**

The person(s) named on **Your Schedule**.

## General Exclusions

In addition to the general exclusions set out immediately below, exclusions specific to each section or parts of this Policy also apply and these can be found within the relevant sections of this Policy.

This Policy does not cover:

### 1) Radioactive contamination

This clause shall be paramount and shall override anything contained in the **Policy** inconsistent therewith: In no case shall this **Policy** cover loss Damage liability or expense directly or indirectly caused by caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

### 2) War and Civil War Exclusion

Notwithstanding anything to the contrary contained herein this **Policy** does not cover loss or **Damage** directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### 3) Sonic Bangs Exclusion

The insurance under this **Policy** does not cover **Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 4) Existing Damage

Any loss or **Damage** that happened before the start of the **Period of Insurance**.

### 5) Disease Exclusion

This **Policy** shall not cover any **Damage** or liability in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

Poisoning, disease or illness, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health

This exclusion does not apply if such loss or Damage arises out of one or more of the following perils;

- i) fire, lightning, explosion, impact of aircraft
- ii) vehicle impact, sonic boom
- iii) accidental escape of water from any tank, apparatus or pipe
- iv) riot, civil commotion, malicious damage
- v) storm, hail
- vi) flood inundation
- vii) earthquake
- viii) landslide, subsidence
- ix) pressure of snow, avalanche
- x) volcanic eruption

## 6) Pollution

This **Policy** shall not indemnify loss, **Damage** or expense directly or indirectly caused by or contributed by or arising from **Pollution**.

This exclusion does not apply if such loss or **Damage** arises as a direct and sole consequence of:

- i) fire, lightning, explosion, impact of aircraft
- ii) vehicle impact, sonic boom
- iii) accidental escape of water from any tank apparatus or pipe
- iv) riot, civil commotion, malicious damage
- v) storm, hail
- vi) flood, inundation
- vii) earthquake
- viii) landslide, subsidence
- ix) pressure of snow, avalanche
- x) volcanic eruption

## 7) Cyber and Data Exclusion

- 1) Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** excludes any:
  - a. **Cyber Loss**, unless subject to the provisions of paragraph 2;
  - b. loss, **Damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3;
- 2) Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, this **Policy** covers physical loss or physical damage to property insured under this **Policy** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
- 3) Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, should **Data Processing Media** owned or operated by the Insured suffer physical loss or physical damage insured by this **Policy**, then this **Policy** will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this **Policy** excludes any amount pertaining to the value of such **Data**, to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled.
- 4) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5) This exclusion supersedes and, if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on **Cyber Loss**, **Data** or **Data Processing Media**, replaces that wording.

## 8) Terrorism Exclusion

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, **Damage**, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

This clause also excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

If **We** allege that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### 9) **Deliberate loss or Damage**

Any loss or **Damage** caused, or allowed to be caused, deliberately, willfully, maliciously, illegally or unlawfully by **You** or any guest or tenant, or anyone lawfully in **Your Premises**.

#### 10) **Uninsurable risks**

- a) any loss caused by or arising from a reduction in value
- b) The cost of repairing or replacing any item which has suffered mechanical or electrical faults or breakdowns or which has suffered natural and inevitable failure and stopped working without **Damage** being evident
- c) Any **Damage** by wear and tear or any other gradually operating cause
- d) **Damage** which has occurred as a result of natural and inevitable events, and
- e) Any reduction in the market value of **Your Premises** caused by rebuilding or repairing **Damage to Your Buildings**.

#### 11) **Building Works Exclusion**

This **Policy** does not cover any loss, **Damage** or liability caused by or arising out of Building Works at the **Premises**.

For the purpose of this Exclusion, Building Works mean any works that include removal or alteration of load bearing walls, construction of new buildings and extensions, underpinning, demolition, re-roofing and installation of cavity wall insulation.

#### 12) **Property more specifically insured**

- a) any loss or **Damage** to **Property** more specifically insured by **You** or on **Your** behalf
- b) any loss or **Damage** to **Property** which **You** are able to recover from another source.

#### 13) **The Excess stated on Your Schedule.**

#### 14) **Uninsured Property**

Any loss or **Damage** or legal liability arising from:

- a) Jewellery, watches, precious stones, precious metals, bullion or furs
- b) **Property** in transit
- c) Vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- d) **Property** or structures in the course of construction or erection and materials or supplies in connection with all such **Property** in course of construction or erection
- e) Land, piers, jetties, bridges, culverts or excavations, and
- f) Livestock, growing crops or trees.

#### 15) **Damage to Property** caused by:

- a) Inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials, and
- b) Faulty or defective workmanship, operational error or omission, on the part of **You** or any of **Your Employees**, but this will not exclude subsequent **Damage** which results from a cause that is not otherwise excluded by **Your Policy**.

#### 16) **Damage** caused by:

- a) Building alterations, renovations, extensions or repairs
- b) Corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, chewing, vermin or insects
- c) Tearing, scratching, chewing or fouling by any pet or domesticated animal
- d) The action of cleaning, dyeing, renovating, altering, re-styling, repairing or restoring an item
- e) Change in temperature, colour, flavour, texture or finish, action of light
- f) Acts of fraud or dishonesty

- g) Disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- h) Destruction of a building or structure, caused by its own collapse or cracking
- i) Electrical or magnetic injury, disturbance or erasure of electronic records
- j) Delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority, and
- k) Joint leakage, failure of welds, cracking, fracturing, collapse or overheating, of boilers, economisers, superheaters, pressure vessels, or any range of steam and feed piping in connection therewith.

#### 17) Asbestos Exclusion

This **Policy** does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in the loss.

#### 18) Micro-Organism Exclusion

This **Policy** does not cover any loss **Damage** claim cost expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is:

- a) any physical loss or **Damage** to insured **Property**
- b) any defined peril or cause whether or not contributing concurrently or in any sequence
- c) any loss of use occupancy or functionality
- d) any action required including but not limited to repair replacement removal cleanup abatement disposal relocation or steps taken to address medical or legal concerns or to comply with the advice or order of any competent public or governmental authority or body.

This Exclusion replaces and supersedes any provision in this Policy that provides insurance, in whole or in part, for these matters.

#### 19) Northern Ireland Overriding Exclusion

Notwithstanding anything within the **Policy** or in any extensions thereof it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this **Policy** does not cover loss or destruction of or **Damage** to any property in Northern Ireland or loss resulting there from caused by or happening through or in consequence directly or indirectly of;

- a) civil commotion
- b) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any Unlawful Association in any action suit or other proceedings where **We** allege that by reason of the provisions of this exclusion any loss, destruction or **Damage** or consequential loss is not covered by this **Policy** the burden of proving that such loss is covered shall be upon **You**.

#### 20) Nuclear Energy Risks Exclusion

This **Policy** shall exclude Nuclear Energy Risk whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy** Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of;

- a) Nuclear reactor and nuclear power stations or plant
- b) Any other premises or facilities whatsoever related to or concerned with;
  - i) the production of nuclear energy or
  - ii) the production or storage or handling of nuclear fuel or nuclear waste
- c) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

## General Conditions

The following conditions apply to Your Policy.

In addition to the general conditions set out immediately below, conditions specific to each section also apply and these can be found within the relevant sections of this Policy.

You must comply with the terms of this Policy. Failure to comply with the terms of this Policy may affect Your right to recover a claim or claims under this Policy.

### 1. Policy terms and conditions

You must keep to the **Policy** terms, conditions and **Endorsements** contained in this **Policy** booklet and **Your Schedule**. If You do not do so You may invalidate **Your Policy** in whole or in part or reduce any claim payment made by **Us**.

### 2. Preventing loss

You must take all reasonable care to prevent loss, injury, liability, **Damage** or accidents and to maintain all **Property** covered under **Your Policy** in good condition.

### 3. Fraud

You must be honest and truthful in **Your** dealings with **Us** at all times. If You, any person insured under **Your Policy** or anyone acting on **Your** behalf attempts to deceive **Us** or knowingly makes a false claim, **We** have the right to cancel **Your Policy**, refuse to pay claims and retain any premium paid. **We** may recover from You any costs **We** have incurred, including the costs of investigating the claim. **We** will not pay a claim which is in any way fraudulent, false or exaggerated. **We** will also not deal with any claim following **Our** discovery of this behaviour regardless of when the claim occurred. In addition, **We** have the right to cancel any other products You hold with **Us** and share details of this behaviour with other organisations to prevent further fraud. **We** may also involve the relevant authorities who are empowered to bring criminal proceedings.

### 4. People involved in this contract

Unless otherwise provided for in **Your Policy**, nothing in this **Policy** is intended to confer a directly enforceable benefit on any other party under the Contracts (Rights of Third Parties) Act 1999.

### 5. Cancellation by Us

**We** have the right to cancel **Your Policy** at any time by giving You 14 days' notice in writing where there is a valid reason for doing so. **We** will send **Our** cancellation letter to the latest address **We** have for You. Valid reasons may include but are not limited to:

- a) where You are required, in accordance with the terms of **Your Policy**, to co-operate with **Us**, or send **Us** information or documentation and You fail to do so in a way that substantially affects **Our** ability to process **Your** claim, or deal with **Your Policy**
- b) where there are changes to **Your** circumstances which mean You no longer meet **Our** criteria for providing insurance cover, or
- c) where You have used threatening or abusive behaviour or language or You have intimidated or bullied **Our** staff or suppliers.

If **We** cancel **Your Policy** **We** will return the premium paid less the amount for the period the **Policy** has been in force.

### 6. Cancellation by You

You may cancel **Your Policy** at any time by contacting **Your** insurance broker as shown on **Your Schedule**. If You cancel **Your Policy** before it is due to start, **We** will return any premium paid in full.

If You cancel within 14 days of **Your Policy** starting or within 14 days of You receiving **Your** documents (whichever is the later) **We** will return any premium paid in full. If You cancel after the 14 day period of **Your Policy** starting or more than 14 days of You receiving **Your** documents (whichever is the later) **We** will return any premium paid as shown in **Your Schedule** less a pro-rata amount for the period **Your Policy** has been in force, unless

- a) Where a claim has occurred in the current **Period of Insurance** no premium will be returned to You
- b) Where **Your Policy** is issued on a short-term basis, of less than one calendar year, no premium will be returned to You

### 7. Interest Clause

The interests of third parties which You are required to include on **Your Policy** under the terms of any mortgage, **Property** lease, or hiring, leasing or hire purchase agreement are automatically noted subject to You advising **Us** as soon as possible.

## 8. Changes that may affect Your cover

**You** must tell **Us** as soon as possible if there are any changes that may affect the level and/or cover of **Your Policy**, including:

- a) the address of the **Premises**
- b) any change or addition to the **Buildings** or **Contents** of the **Premises** to be insured that results in the need to increase the amounts or the limits that are shown on **Your Schedule**
- c) if any work is being done to the **Premises**, other than routine maintenance or decoration
  - i. workmen are allowed on the **Premises** for the purpose of routine maintenance, decoration and minor alterations from time to time without prejudice to this insurance.
- d) if **You** are prosecuted for or convicted of any offence (excluding motoring offences)
- e) if the **Your Premises** are to be **Unoccupied** for any continuous period exceeding 30 days
- f) if the occupancy or **Resident** type changes

Note: the list above does not set out all changes **You** must tell **Us** about. If **You** are not sure whether a change may affect **Your** cover, please contact **Your** insurance broker immediately.

**We** may then reassess **Your** cover and/or premium. Failure to provide correct information or inform **Us** of any changes could adversely affect **Your Policy**, including invalidating **Your Policy** or claims being rejected or not fully paid.

## Claims Conditions

The following conditions apply to Section 1 to 4 and Section 7 of this Policy.

In addition to the General Conditions section of this Policy, conditions specific to claims are set out immediately below. Conditions specific to each section also apply and these can be found within the relevant sections of this Policy.

You must comply with the terms of this Policy. Failure to comply with the terms of this Policy may affect Your right to recover a claim or claims under this Policy.

### 1. Claims - Action required by You

As a condition precedent to **Our** liability under this **Policy**, **You** shall in the event of any Injury, **Damage** or loss of rent as a result of which a claim is or may be made under this **Policy** or any Section of it, and again upon receipt by **You** in writing of any notice of any claims or legal proceeding:

- a) Notify **Us** within 30 days (or 7 days in the case of Injury, **Damage** or loss of rent, by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft) or such further time as **We** may allow;
- b) Notify **Us** immediately upon being advised of any prosecution, inquest or enquiry connected with any Injury, **Damage** or loss of rent which may form the subject of a claim under this **Policy**;
- c) Notify the Police as soon as it becomes evident that any **Damage** has been caused by theft or malicious persons;
- d) Pass immediately, and unacknowledged, any letter of claim to **Us**;
- e) Carry out and permit to be taken any action which may be reasonably practicable to prevent further Injury, **Damage** or loss of rent;
- f) Retain unaltered and un-repaired anything in any way connected with the Injury, **Damage** or loss of rent for as long as **We** may reasonably require;
- g) Furnish with all reasonable despatch at **Your** expense;
  1. Such further particulars and information as **We** may reasonably require;
  2. If required, a statutory declaration of the truth of the claim;
  3. Details of any other insurance covering the subject matter of the claim under this **Policy** and any matters connected with it;
- h) Make available at **Your** expense any documents required by **Us** with regard to any letter of claim;
- i) Not pay or offer or agree to pay any money or make any admission of liability without **Our** previous consent;
- j) Allow **Us** in **Your** name and on **Your** behalf to take over and, during such periods as **We** think proper, to have control of all negotiations and proceedings which may arise in respect of any claims and the settlement thereof and co-operate fully with **Us** for that purpose.

No claim under this **Policy** shall be payable and any payment on account of a claim already made shall be repaid to **Us**, if the terms of this **Policy** Condition are not complied with.

### 2. Claims – Our Rights

In respect of Injury, **Damage** or loss of rent for which a claim is made, **We** and any person authorised by **Us** may without incurring any liability or diminishing any of **Your** rights in respect of the cover under this **Policy**, enter **Premises** where such Injury, **Damage** or loss of rent has occurred, and take possession of or require to be delivered to **Us** any **Property**, and to deal with such **Property** for all reasonable purpose and in any reasonable manner.

No **Property** may be abandoned to **Us**, whether taken possession of by **Us** or not.

### 3. Other insurances

**We** will not pay any claim which **You** are able to recover from another source or which is more specifically insured under any other insurance policy unless the cover provided by that policy has been exhausted.

### 4. Fraud

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

- a) knowingly makes a fraudulent or exaggerated claim under **Your Policy**; and/or
- b) knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); and/or
- c) knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine);

**We** will:

- i. have no liability to pay the fraudulent claim; and/or
- ii. be entitled to recover any payments which have been made in respect of the fraud; and/or
- iii. be entitled to treat the **Policy** as cancelled with effect from the time of the fraudulent act (not the discovery of it) and retain the insurance premium; and/or
- iv. be entitled to refuse all claims arising after the date of the fraud.

**We** may also inform the police of the circumstances.

### 5. Arbitration

If any differences arise as to the amount to be paid under **Your Policy** (liability being otherwise admitted) such difference will be referred to an arbitrator in England who will decide the matter in dispute according to English law and will be appointed by the parties in accordance with the relevant English statutory provisions for the time being in force. Where any difference is to be referred to arbitration under this Condition the making of an Award will be a **Condition Precedent** of any right of action against **Us**.

### 6. Excesses

If **We** accept a claim under more than one Section of **Your Policy** as a result of the occurrence of a single event then only one **Excess** will apply in respect of that claim and this shall be the highest.

**We** will not pay for any claim unless the terms of these Conditions have been complied with.

## Section 1 - Buildings

This section only applies if a Sum Insured for Buildings is shown on Your Schedule.

### Cover

The maximum amount **We** will pay in respect of any one claim is the **Sum Insured** shown on **Your Schedule** unless otherwise specified.

**We** will pay for **Damage** to any **Buildings** at the **Premises** occurring during the **Period of Insurance** and caused by:

1. fire or lightning
2. explosion
3. aircraft or other aerial devices, or articles dropped from them
4. earthquake
5. riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation
6. malicious persons or vandals

**We will not pay for Damage:**

- a) to **Property** in the open unless otherwise agreed by **Us**
- b) to **Property** in any structure that cannot be locked, or
- c) that is caused by **Your Employees, Residents** or any other persons lawfully at **Your Premises**, unless specified by **Endorsement** on **Your Schedule**
- d) when the **Premises** are **Unoccupied**.

7. theft or attempted theft

**We will not pay for Damage:**

- a) caused by **Your Employees, Residents** or any other persons lawfully in **Your Premises**, unless specified by **Endorsement** on **Your Schedule**
- b) when the **Premises** are **Unoccupied**.

8. storm or flood

**We will not pay for Damage:**

- a) that is caused by escape of water from any tank, apparatus or pipe
- b) that is caused by frost, **Subsidence**, ground **Heave** or **Landslip**
- c) that is attributable solely to change in the water table level, or
- d) to walls (not forming part of the main dwelling), fences, gates or moveable **Property** in the open or to open sided structures
- e) when the **Premises** are **Unoccupied**.

9. escape of water from any tank, apparatus or pipe or escape of oil from any oil-fired heating installation

**We will not pay for Damage:**

- a) that is caused by water discharged or leaking, from any automatic sprinkler installations, or
- b) from any portable oil-fired heating installation.
- c) that is caused by the failure, wear and tear or lack of grouting or sealant
- d) resulting in **Subsidence**, **Heave** or **Landslip**
- e) when the **Premises** are **Unoccupied**.

10. impact by:

- a) falling trees or branches
- b) the collapse or breakage of television or radio receiving aerials or satellite dishes, or
- c) any vehicles or animals.

**We will not pay for Damage:**

- a) caused by lopping, pruning or felling, or
- b) to fences or gates
- c) when the **Premises** are **Unoccupied**.

11. **Subsidence** or ground **Heave** of any part of the site on which the **Premises** stand and **Landslip** **We will not pay for Damage:**

- a) to yards, car parks, roads, pavements, swimming pools, walls, gates and fences, unless **Damage** is also affecting the main dwelling and **We** have accepted this as a valid claim
- b) caused by:
  - i. the normal bedding down or **Settlement** of new structures
  - ii. the **Settlement** or movement of made-up ground
  - iii. coastal or river erosion
  - iv. defective, design or workmanship or the use of defective materials, or
  - v. fire, subterranean fire, explosion, earthquake.
- c) which commenced prior to the Effective Date (as stated on **Your Schedule**)
- d) resulting from demolition, construction, structural alteration or repair of any **Property**, or
- e) resulting from groundworks or excavation at the same **Premises**
- f) when the **Premises** are **Unoccupied**.

12. accidental breakage of **Glass** and **Sanitary Fittings**, including built in ceramic hobs and ovens **We will not pay for:**

- a) any breakage resulting from corrosion, wear and tear and depreciation
- b) any scratching
- c) any breakage in transit or while being fitted, or
- d) any breakage caused by workmen carrying out alterations or repairs to the **Premises**
- e) swimming pools, hot tubs and saunas
- f) when the **Premises** are **Unoccupied**.

13. any other **Accidental Damage** **We will not pay for Damage:**

- a) to swimming pools, ornamental ponds and fountains, tennis courts, other hard courts, walls, gates, fences, patios, terraces, paths, drives, yards, car parks, car ports, roads, pavements, service tanks and central heating fuel storage tanks, or
- b) which is specifically excluded by **Your Policy** under any Section
- c) when the **Premises** are **Unoccupied**.

**Extensions****1. Underground services**

- We** will pay for **Accidental Damage** for which **You** are responsible to underground pipes, cables, drains (and their relevant inspection covers), supplying services to and carrying waste from the **Premises** to the point of junction with the public supply lines, mains and sewers.

**2. European Union and public authorities**

- We** will pay the additional and necessary cost of the reinstatement of any **Damage** to the **Property** incurred solely to comply with European Union legislation (or any transitional or replacement legislation enacted by the UK Government in connection with the departure of the UK from the EU and/or any subsequent trade arrangement between the UK and the EU), regulations under Acts of Parliament or local authority by-laws, provided that:
  - a) **You** received notice to comply after the **Damage** occurred
  - b) the reinstatement is completed within 12 months of the date of the **Damage** occurring or within any further time as **We** may allow, or
  - c) the total amount payable under this Extension will not exceed:
    - i) the **Sum Insured** stated on **Your Schedule**, or
    - ii) for the portions of the **Property** that are not subject to **Damage**, 15% of the total amount for which **We** would have been liable had the **Property** been wholly destroyed in total for all claims or series of claims, arising out of any one original cause.

**3. Fees and clearance costs**

- We** will pay:
  - a) reasonable costs incurred with **Our** consent for chartered architects, surveyors or any other suitably qualified consultant and any associated legal fees which are necessary for **Us** to rebuild **Your Premises**, or
  - b) the reasonable costs of clearing the site and making it and the **Buildings** safe after **Damage** covered under this Section, including clearing and repairing drains, gutters and sewers.

 **We will not pay:**

- a) if **You** have been told about the requirement before the **Damage** happened, or
- b) for fees for preparing any claim under **Your Policy**.

#### 4. Capital additions

**We** will pay for **Damage** to:

- a) any newly acquired and/or newly erected **Buildings** or **Buildings** in course of erection, or
- b) alterations, additions and improvements to **Buildings** anywhere within the **Territorial Limits** following **Damage** insured by this Section.

provided that **You** provide **Us** with full details of the extension as soon as possible and **You** pay any additional premium required by **Us**.

The maximum amount **We** will pay is 20% of the **Buildings Sum Insured** or £2,000,000, whichever is the lesser, at any one location.

**We will not pay for:**

- a) any **Property** for which a building contractor is responsible
- b) any appreciation in value to the **Buildings**.

#### 5. Removal of debris

**We** will pay costs and expenses necessarily incurred by **You** for:

- a) removing debris from the site of the **Premises** and the area immediately adjacent
- b) dismantling and/or demolishing, or
- c) shoring up or propping of the portion or portions of the **Property**

following **Damage** insured by this Section.

**We will not pay for:**

any costs or expenses arising from **Pollution or Contamination of Property** not insured by this Section.

#### 6. Damage by emergency services

**We** will pay the cost of restoring any **Damage** caused to gardens by the emergency services in attending the **Premises** following **Damage** insured under this Section.

The maximum amount **We** will pay is £25,000 for any one claim.

#### 7. Cover between exchange and completion when selling the Premises

If **You** are selling the **Premises**, the buyer will be covered under Section 1 up to and including the date the sale completes.

**We will not pay for:**

- a) if the **Premises** are insured under any other policy
- b) **Damage** after the sale has been completed, or
- c) more than the **Sum Insured** shown on **Your Schedule**.

#### 8. Trace and access

In the event of **Damage** insured by this Section **We** will pay costs and expenses necessarily and reasonably incurred in locating the source of the **Damage** to effect repairs and the costs of making good.

The maximum amount **We** will pay is £25,000 for any one claim.

#### 9. Metered water, electricity, gas and heating oil

**We** will pay the cost of metered water, electricity, gas and heating oil providing service to the **Premises** being accidentally discharged following **Damage** insured under this Section.

The maximum amount **We** will pay is £25,000 in any one **Period of Insurance**.

Any claim for loss of metered water, electricity, gas and heating oil may be made under Section 1 or Section 2 of **Your Policy**, if in force, but not under both.

#### 10. Unauthorised use of electricity gas or water

**We** will pay the cost of metered electricity, gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession or occupying **Your Premises** without **Your** consent, provided that **You** take all practical steps to terminate such unauthorised use immediately **You** become aware of it.

The maximum amount **We** will pay is £10,000 in any one **Period of Insurance**.

**11. Alternative accommodation or loss of rent costs**

- We** will pay the costs reasonably and necessarily incurred with **Our** consent in respect of comparable alternative accommodation or loss of rent costs whilst the **Premises** cannot be lived in following **Damage** insured by this Section.

The maximum amount **We** will pay is 20% of the **Building Sum Insured** for any one claim arising from any one single event.

**We will not pay for:**

- a) **Damage** that continues for more than 24 months after the occurrence of the **Damage** or when the **Premises** are suitable to be lived in, whichever is the earliest.
- b) Alternative accommodation or loss of rent costs under more than one section of **Your Policy**

**12. Fly tipping**

- We** will pay the costs reasonably and necessarily incurred with **Our** consent in respect of the clearing and removing any **Property** illegally deposited in or around the **Premises**.

The maximum amount **We** will pay is £5,000 for any one claim.

**13. Removal of nests**

- We** will pay the costs reasonably and necessarily incurred with **Our** consent in respect of removing bees, wasps and hornets nests from the **Premises**.

The maximum amount **We** will pay is £1,000 for any one claim.

**14. Removal of tenants' debris**

- We** will pay the costs necessarily and reasonably incurred by **You** with **Our** consent, following **Damage** insured by this Section in respect of the removal of tenants' debris.

Any claim made under removal of tenants' debris may be made under Section 1 or Section 2 of **Your Policy**, if in force, but not under both.

The maximum amount **We** will pay is £25,000 for any one claim.

**We will not pay for**

- a) any costs or expenses incurred in removing debris except from the site of such **Property** sustaining **Damage** and the area immediately adjacent to such site
- b) any costs or expenses arising from **Pollution or Contamination** of **Property** not insured by this Section, or
- c) costs recoverable by **You**.

**15. Replacement locks**

- We** will pay the cost of replacement locks and keys on doors, windows, safes and strong rooms at the **Premises** following theft of keys for which **You** are responsible.

Any claim made under replacement locks may be made under Section 1 or Section 2 of **Your Policy**, if in force, but not under both.

The maximum amount **We** will pay is £2,500 for any one **Period of Insurance**.

**16. Illegal Activities at the Premises**

- We** will pay the costs incurred by **You** as a result of loss or **Damage** to the **Buildings** for the purpose of cultivating drugs caused by **Your** tenant.

The maximum amount **We** will pay is £5,000 for any one claim.

**Conditions**

The following Conditions apply to this Section.

**1. Index linking**

The **Sum Insured** for **Buildings** is subject to **Index Linking**.

**2. Limit of indemnity**

The maximum amount payable in respect of any item insured under this Section is the **Sum Insured** stated on **Your Schedule** including **Index Linking**.

### 3. Basis of claims settlement

Unless otherwise stated on **Your Schedule**, in the event of **Damage** the basis upon which **We** will calculate the amount **We** will pay for any claim under this Section will be on a reinstatement basis for **Property** subject to the following conditions:

- a) if **Property** is lost or destroyed, **We** will pay to rebuild or replace it with similar **Property** in a condition as good as, but not better than or more extensive than, its condition when new
- b) if **Property** is damaged, **We** will pay to replace or repair the damaged portion to a condition as good as, but not better than or more extensive than, its condition when new
- c) the **Property** may be replaced at another site and in a manner suitable to **Your** needs, provided this does not increase **Our** liability for that claim
- d) all work must begin and be carried out as soon as possible, or
- e) if, at the time of rebuilding or replacement, 85% of what it would have cost to replace the whole of the **Property** under that item is greater than the **Sum Insured** at the time the **Damage** occurred, **You** will be liable to bear a proportionate share of the loss.

 **We will not pay:**

- a) for more than **We** would have done if the **Property** had been completely destroyed
- b) until **You** have incurred the cost of replacing or repairing the **Property**
- c) if **You**, or someone acting on **Your** behalf, have insured the **Property** under another policy which does not have a similar basis of reinstatement, or
- d) if **You** do not comply with any of the terms of this condition.

### 4. Automatic reinstatement of Sum Insured

In the event of **Damage** under this Section **We** will consider a request from **You** to reinstate the **Sum Insured** from the date of the **Damage**. Such reinstatement is at our sole discretion and will be conditional upon **You** undertaking to pay such necessary premiums as may be required for such reinstatement from that date.

### 5. Unoccupancy Condition

The following condition applies to **Your Policy**:

**We** will not pay for any **Damage** at the **Premises** that have been **Unoccupied** for more than 30 days in a row unless;

- a) the **Buildings** are inspected internally and externally at least once every 7 days by a responsible adult and a record of these inspections is kept
- b) for the period November to March inclusive either;
  - i) the water supply is turned off at the mains and all water tanks, pipes and apparatus are fully drained
  - or
  - ii) thermostatically controlled fixed heating system is used to maintain a continuous minimum temperature of 58 degrees F (15 degrees C) at all times.

## Section 2 – Contents

This section only applies if a Sum Insured for Contents is shown on Your Schedule.

### Cover

We will pay for **Damage** to the **Contents** insured at the **Premises** occurring during the **Period of Insurance** and caused by:

1. fire or lightning
2. explosion
3. aircraft or other aerial devices, or articles dropped from them
4. earthquake
5. riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation
6. malicious persons or vandals

We will not pay for **Damage**:

- a) to **Property** in the open unless otherwise agreed by **Us**
- b) to **Property** in any structure that cannot be locked, or
- c) that is caused by **Your Employees, Residents** or any other persons lawfully at **Your Premises**, unless specified by **Endorsement on Your Schedule**
- d) when the **Premises** are **Unoccupied**.

7. theft or attempted theft

We will not pay for **Damage**:

- a) to moveable **Property** in the open except garden furniture up to a maximum of £500 for any one claim
- b) exceeding £2,500 for **Property** in any outbuilding detached from the main **Building** or garage at the **Premises**, or
- c) caused by **Your Employees, Residents** or any other persons lawfully in **Your Premises**, unless specified by **Endorsement on Your Schedule**
- d) when the **Premises** are **Unoccupied**.

8. storm or flood

We will not pay for **Damage**:

- a) that is caused by escape of water from any tank, apparatus or pipe
- b) that is caused by frost, **Subsidence**, ground **Heave** or **Landslip**
- c) that is attributable solely to a change in the water table level, or
- d) to walls (not forming part of the main dwelling), fences, gates or moveable **Property** in the open or in open sided structures
- e) when the **Premises** are **Unoccupied**.

9. escape of water from any tank, apparatus or pipe or escape of oil from any oil-fired heating installation

We will not pay for **Damage**:

- a) that is caused by water discharged or leaking, from any automatic sprinkler installations, or
- b) from any portable oil-fired heating installation.
- c) that is caused by the failure, wear and tear or lack of grouting or sealant
- d) resulting in **Subsidence, Heave** or **Landslip**
- e) when the **Premises** are **Unoccupied**.

10. impact by:

- a) falling trees or branches
- b) collapse or breakage of television or radio receiving aerials or satellite dishes, or
- c) any vehicles or animals.

**We will not pay for Damage:**

- a) caused by lopping, pruning or felling
- b) when the **Premises** are **Unoccupied**.

11. **Subsidence** or ground **Heave** of any part of the site on which the **Premises** stand and **Landslip**

**We will not pay for Damage:**

- a) to yards, car parks, roads, pavements, swimming pools, walls, gates and fences, unless also affecting the main dwelling
- b) caused by or consisting of:
  - i. the normal bedding down or **Settlement** of new structures
  - ii. the **Settlement** or movement of made-up ground
  - iii. coastal or river erosion
  - iv. defective, design or workmanship or the use of defective materials, or
  - v. fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe.
- c) which commenced prior to the Effective Date (as stated on **Your Schedule**)
- d) resulting from demolition, construction, structural alteration or repair of any **Property**, or
- e) resulting from groundworks or excavation, at the same **Premises**
- f) when the **Premises** are **Unoccupied**.

12. any other **Accidental Damage**

**We will not pay for:**

- a) **Damage** to ornamental ponds and fountains, or
- b) **Damage** which is specifically excluded by **Your Policy** under any Section
- c) when the **Premises** are **Unoccupied**.

## Extensions

The insurance provided by this Section is extended to include the following:

### 1. Temporary removal

- We** will pay for **Damage** to **Contents** whilst temporarily removed from or in transit to or from the **Premises** for cleaning renovation repair or similar purposes but remaining in the **Territorial Limits** and the Republic of Ireland.

The maximum amount **We** will pay is £25,000.

**We will not pay for:**

**Property** more specifically insured.

### 2. Replacement locks

- We** will pay the cost of replacement locks and keys on doors, windows, safes and strong rooms at the **Premises** following theft of keys for which **You** are responsible.

Any claim made under replacement locks may be made under Section 1 or Section 2 of **Your Policy**, if in force, but not under both.

The maximum amount **We** will pay is £2,500 for any one **Period of Insurance**.

### 3. Removal of debris of tenants' contents

- We** will pay the costs necessarily and reasonably incurred by **You** with **Our** consent following **Damage** insured by this Section in respect of the removal of tenants' contents from the **Premises**.

Any claim for removal of tenants' debris may be made under Section 1 or Section 2 of **Your Policy**, if in force, but not under both.

The maximum amount **We** will pay is £25,000 any one claim.

**We will not pay for:**

- a) any costs or expenses incurred in removing debris except from the site of such **Property** sustaining **Damage** and the area immediately adjacent to such site
- b) any costs or expenses arising from **Pollution or Contamination** of **Property** not insured by this Section, or
- c) costs recoverable by **You**.

#### 4. Loss of metered water, electricity, gas and heating oil

- We** will pay the cost of metered water, electricity, gas and heating oil providing service to the **Premises**, being accidentally discharged following **Damage** insured under this Section.

The maximum amount **We** will pay is £25,000 in any one **Period of Insurance**.

Any claim for loss of metered water, electricity, gas and heating oil may be made under Section 1 or Section 2 of **Your Policy**, if in force, but not under both.

#### 5. Alternative accommodation or loss of rent costs

- We** will pay for costs reasonably and necessarily incurred with **Our** consent in respect of comparable alternative accommodation or loss of rent costs whilst the **Premises** cannot be lived in following **Damage** insured by this Section.

The maximum amount **We** will pay is 20% of the **Contents Sum Insured** for any one claim arising from any one single event.

**We will not pay for:**

- a) **Damage** that continues for more than 24 months after the occurrence of the **Damage** or when the **Premises** are suitable to be lived in, whichever is the earliest.
- b) Alternative accommodation or loss of rent costs under more than one section of **Your Policy**

## Conditions

The following Conditions apply to this Section.

### 1. Index Linking

The **Sum Insured** for **Contents** is subject to **Index Linking**.

### 2. Limit of indemnity

The maximum amount payable in respect of any item insured under this Section is the **Sum Insured** stated on **Your Schedule** including **Index Linking**.

### 3. Basis of claims settlement

Unless otherwise stated on **Your Schedule**, in the event of **Damage** the basis upon which **We** will calculate the amount **We** will pay for any claim under this Section will be on a reinstatement basis for **Property** being lost, destroyed or damaged, subject to the following conditions:

- a) if **Property** is lost or destroyed, **We** will pay to rebuild, repair or replace it with similar **Property** in a condition as good as, but not better than or more extensive than, its condition when new
- b) if **Property** is damaged, **We** will pay to replace or repair the damaged portion to a condition as good as, but not better or more extensive than, its condition when new
- c) the **Property** may be replaced at another site and in a manner suitable to **Your** needs, provided this does not increase **Our** liability for that claim
- d) all work must begin and be carried out as soon as possible, or
- e) if, at the time of replacement, 85% of what it would have cost to replace the whole of the **Property** under that item is greater than the **Sum Insured** at the time the **Damage** occurred, **You** will be liable to bear a proportionate share of the loss.

**We will not pay:**

- a) for more than **We** would have done if the **Property** had been completely destroyed
- b) until **You** have incurred the cost of replacing or repairing the **Property**
- c) if **You**, or someone acting on **Your** behalf have insured the **Property** under another policy which does not have a similar basis of reinstatement, or
- d) if **You** do not comply with any of the terms of this condition.

### 4. Automatic reinstatement of Sum Insured

**We** will in the event of **Damage** under this Section automatically reinstate the **Sum Insured** unless there is written notice by **Us** to the contrary provided that:

- a) **You** undertake to pay the appropriate additional premium if required by **Us**, and
- b) **You** will take immediate steps to carry out any alterations to the protections of the **Premises** which **We** may require.

## 5. Unoccupancy Condition

The following condition applies to **Your Policy**:

**We** will not pay for any **Damage** at the **Premises** that have been **Unoccupied** for more than 30 days in a row unless;

- a) the **Buildings** are inspected internally and externally at least once every 7 days by a responsible adult and a record of these inspections is kept
- b) for the period November to March inclusive either;
  - i) the water supply is turned off at the mains and all water tanks, pipes and apparatus are fully drained or
  - ii) thermostatically controlled fixed heating system is used to maintain a continuous minimum temperature of 58 degrees F (15 degrees C) at all times.

## Section 3 – Rent Receivable

This section only applies if a **Sum Insured for Rent Receivable** is shown on **Your Schedule**.

### Cover

**We** will pay for **Your** loss of **Rent Receivable** if **Your Buildings**:

- a) are not suitable for habitation and cannot be lived in, or
- b) access to them is denied

as a result of **Damage** insured under Section 1 – **Buildings**.

The amount **We** will pay is:

- a) the amount by which the **Rent Receivable** during the **Indemnity Period**, falls short of the **Rent Receivable** which would have been received during the **Indemnity Period** had no **Damage** occurred, or
- b) the cost of reasonable comparable alternative accommodation incurred by any **Resident** and if necessary, the cost of reasonable accommodation incurred for kennels and/or catteries for pets belonging to any **Resident** where pets are not permitted in any alternative accommodation whilst the **Buildings** cannot be lived in.

The maximum amount **We** will pay in respect of any one claim is shown on **Your Schedule**.

### Extensions

Any loss in respect of **Rent Receivable** as insured by this Section is extended to include interruption of the **Business** as a result of:

#### 1. Loss of book debts

**We** will pay for **Your** loss for **Your** account books or other **Business** books or records following **Damage** insured under the **Buildings** or **Contents** Section of **Your Policy** which results in **Your** inability to trace or establish the **Outstanding Debit Balances**.

The amount **We** will pay is:

- a) the difference between the **Outstanding Debit Balances** and the total of the amounts received or traced, and
- b) the **Additional Expenditure** incurred with **Our** consent in tracing and establishing customers' debit balances after the **Damage**.

The maximum amount **We** will pay is £10,000 any one claim.

**We will not pay for loss as a result of:**

- a) erasure or distortion of information on computer systems or other records due to:
  - i. the presence of a magnetic flux or whilst mounted in or on any machine or data processing apparatus unless caused by **Damage** to that machine or apparatus, or
  - ii. defects in records
- b) deliberate falsification of **Business** records
- c) mislaying or misfiling of **Business** records
- d) the deliberate act of the public supply undertaking in restricting or withholding electricity supply, or
- e) dishonest or fraudulent acts by any of **Your Employees**.

#### Condition applicable to this Extension

**You** will record the total amount of **Outstanding Debit Balances** at least once every seven days and keep a copy:

- a) in a locked, fire-resistant safe or cabinet at the **Premises**, or
- b) away from the **Premises**.

#### 2. Ground rent

**We** will pay up to 2 years ground rent if the **Premises** cannot be lived in temporarily but only during the period necessary for the reinstatement.

The maximum amount **We** will pay is 10% of the **Buildings Sum Insured** for any one claim arising from any one single event.

**3. Professional accountant charges**

- We** will pay for **Your** reasonable and necessary professional accountant fees for producing information **We** require to investigate or verify **Your** claim.  
The maximum amount **We** will pay is £10,000 any one claim.

**4. Automatic rent review**

- Where the **Rent Receivable** is subject to a rent review during the **Period of Insurance** the **Sum Insured** will be automatically increased to reflect the revised **Rent Receivable** earned up to a maximum increase of 100% of the **Sum Insured** on **Rent Receivable** shown on **Your Schedule**.

**Conditions****1. Automatic reinstatement of Sum Insured**

Unless there is written notice by **Us** to the contrary in the event of **Damage** under this Section, **We** will automatically reinstate the **Sum Insured** provided that **You** undertake to pay any additional premium if required by **Us**.

## Section 4 – Property Owners Liability

This section only applies if an Indemnity Limit for Property Owners Liability is shown on Your Schedule.

### Cover

**We** will indemnify **You** against all sums which they become legally liable to pay for compensation and claimants' costs and expenses in respect of:

- a) accidental **Bodily Injury**
- b) **Accidental Damage to Property** not belonging to **You** or in **Your** charge or under **Your** control or that of any **Employee**
- c) accidental obstruction, trespass, nuisance or interference with any easement of air, light, water or way, or
- d) wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy;

occurring in connection with the **Business** during the **Period of Insurance** and within the **Territorial Limits**.

Provided that:

- i. **You** are not entitled to indemnity under any other policy covering such liability
- ii. each person observes, fulfils and is subject to the terms of **Your Policy** as if they were **You**
- iii. **We** retain sole conduct and control of any claim, or
- iv. where **We** are required to indemnify more than one party **Our** total liability will not exceed the relevant **Indemnity Limit**.

**Our** liability for all compensation (excluding costs) payable to any claimant or number of claimants in respect of or arising out of any one event or all events of a series consequent on one original cause will not exceed the **Indemnity Limit** shown on **Your Schedule**.

### Extensions

#### 1. Cross liabilities

Where **You** comprise more than one party, **We** will treat each party as if a separate **Policy** had been issued to each party provided that nothing in this Extension will increase **Our** liability beyond the amount for which **We** would have been liable had this Extension not applied.

#### 2. Defective Premises Act 1972

The indemnity provided by this Section is extended to indemnify **You** in respect of legal liability incurred by **You** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **Business Premises** or land disposed of by **You**.

**We will not pay for:**

- a) the cost of rectifying any **Damage** or defect to the **Premises** or land disposed of, or
- b) legal liability for which **You** are entitled to indemnity under any other policy.

#### 3. Compensation for court attendance

In the event of any of the persons mentioned below attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this Section **We** will provide compensation to **You** at the following daily rates:

- a) £500 for **You** or any of **Your** directors or partners, and
- b) £250 for any **Employee**.

#### 4. Worldwide personal liability

**We** will subject to the terms of this Section indemnify **You** or **Your** spouse/civil partner during temporary visits anywhere in the world in connection with the **Business** against legal liability incurred in a personal capacity for accidental **Bodily Injury** or loss of or **Damage to Property** occurring during that visit.

**We will not pay for liability arising from:**

**You** owning or occupying land or **Buildings** or carrying on any trade or profession.

#### 5. Contractors' contingent liability

**We** will, subject to the terms of this Section, indemnify **You** in respect of liability arising out of minor work carried out by bona-fide contractors in the form of decorations, repairs and routine maintenance provided that:

- a) such persons are not entitled to indemnity under any other policy covering such liability, or
- b) **Our** maximum liability will not exceed the **Indemnity Limit** stated on **Your Schedule**.

## 6. Contractual liability

- If **You**, by agreement, assumes liability for **Bodily Injury** or loss of or **Damage** to **Property** which would not otherwise have attached, the cover under this Section will only apply if **We** have sole conduct and control of all claims.

**We will not pay for liability arising from:**

- a) liquidated damages or under any penalty clause
- b) any contract which involves work outside the **Territorial Limits**, or
- c) for **Damage** to **Property** caused by those risks against which **You** are required to effect insurance by reason of Clause 21.2.1. of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or any other contract condition incorporating a similar requirement.

## 7. Health and Safety at Work etc. Act 1974

- We** will indemnify **You** against all costs and expenses of legal representation in connection with an alleged breach of statutory duty under the Health and Safety at Work etc. Act 1974 or similar legislation, as a result of any **Bodily Injury** or **Damage** to **Buildings** occurring during the **Period of Insurance**, in circumstances where there is also a claim or potential claim against **You**, for damages covered by this Section.

**You** must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

If a claim for damages is settled or withdrawn, **We** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment.

If at any time a claim for damages remains unsettled and **You** wish to appeal against conviction, **We** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), an appeal is likely to succeed and the total amount of damage and claimants' costs are likely to exceed the total cost of legal representation.

If **We** have consented to legal representation at court proceedings, **We** will also pay the legal costs of prosecution awarded against **You** in connection with the proceedings.

The most **We** will pay under this extension during any one **Period of Insurance** is £1,000,000.

**We will not cover:**

- a) fines, penalties or awards of compensation imposed by a criminal court
- b) costs and expenses of an appeal against improvement or prohibition notices
- c) costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than costs and expenses already incurred and agreed by **Us**
- d) costs and expenses insured by any other policy
- e) costs and expenses of any investigation or prosecution brought other than under the laws of the **Territorial Limits**.

## 8. Data Protection Act 2018

- We** will indemnify **You** and if **You** so require any **Employee** in respect of liability to pay compensation including defence costs directly arising from a claim made against **You** for breach of the General Data Protection Regulation (GDPR), the Data Protection Act 2018 or any amending legislation, caused in connection with the **Business** during the **Period of Insurance**.

The most **We** will pay under this extension including all costs and expenses during any one **Period of Insurance** is £1,000,000.

**We will not cover:**

- a) the costs of rectifying, rewriting, replacing, reinstating or erasing personal data as defined in the GDPR;
- b) the payment of fines or penalties;
- c) refund of monies paid to **You** by any claimant;
- d) liability arising solely because **You** did not comply with **Your** legal obligations set out under the GDPR;
- e) any actual or alleged act, omission or dispute happening before, or existing at the start of the **Period of Insurance** and which **You** knew or ought reasonably to have known could lead to a claim;
- f) any deliberate act by **You** or any director, partner or **Employee**;
- g) indirect or consequential losses.

## 9. Corporate Manslaughter and Corporate Homicide Act 2007

- We** will indemnify **You** against legal costs and expenses incurred with **Our** prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the **Business** during the **Period of Insurance**.

Provided that:

- a) **Our** liability under this Extension will be limited to a maximum amount of £1,000,000 in the aggregate and in any one **Period of Insurance**
- b) this Extension will only apply to proceedings brought within the **Territorial Limits**
- c) **We** must consent to the appointment of any solicitor or counsel acting on **Your** behalf
- d) **You** must immediately notify **Us** of receipt of any summons or other process served upon **You** which may give rise to proceedings arising from the cover under this Extension, or
- e) before **We** consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by **Us** will be supplied by **You**.

**We will not pay for:**

- a) where **You** have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide
- b) for any fines or penalties of any kind, or
- c) where **You** can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide from any other source or insurance or where but for the existence of this Extension **You** would have obtained indemnity from any other source or insurance.

## Exclusions

**We will not pay for liability in respect of:**

- a) the ownership, possession or use by **You** of any **Buildings** not insured under Section 1 of **Your Policy** unless otherwise stated on **Your Schedule**
- b) the ownership, possession or use by **You** of any land unless **We** have agreed to provide cover in respect of such land
- c) accidental **Bodily Injury** or **Damage** arising out of manual work away from **Your Premises**,
- d) accidental **Bodily Injury** or **Damage** arising from the ownership, possession or use by **You** or on **Your** behalf of:
  - i. any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation (except the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer when **You** are not entitled to indemnity under any other policy), or
  - ii. any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft.
- e) accidental **Bodily Injury** or **Damage** arising from or caused by any professional negligence, wrongful or inadequate treatment, examination, prescription, advice by **You** or anyone acting on **Your** behalf
- f) any goods which **You** supply, install, erect, repair, alter or treat
- g) the cost of rectifying or replacing defective work
- h) **Pollution or Contamination** other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**. All **Pollution or Contamination** which arises out of one incident will be deemed to have occurred at the time such incident first takes place. **Our** liability in respect of all **Pollution or Contamination** which is deemed to have occurred during the **Period of Insurance** will not exceed in the aggregate the **Indemnity Limit** shown on **Your Schedule**
- i) **Bodily Injury** sustained by any **Employee** arising out of and in the course of their employment with **You**
- j) any act, error, omission or fault in the service or duties undertaken or provided by **Your** managing agent in respect of the **Buildings**.
- k) **Damage** to any commodity article or thing supplied installed or erected by **You** if such **Damage**

- is attributable to any defect therein or the harmful nature or unsuitability thereof, or
- l) any:
    - i. **Bodily Injury** arising from inhalation, ingestion or exposure to;
    - ii. **Damage to Property** arising from the presence, management, removal or controlling of; any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.
  - m) **We** will not pay for the amount of the **Excess** stated on **Your Schedule** for each and every claim in respect of **Damage to Property**.

## Section 5 – Identity Theft

**This section only applies if an Indemnity Limit for Identity Theft is shown on Your Schedule.**

This Identity Theft Insurance section has been arranged by Lexelle Limited, with Financial & Legal Insurance Company Limited.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check this on the Financial Services Register by visiting <https://register.fca.org.uk/>. Our Financial Service Register number is 202915.

This is a “claims made” Insurance and only covers claims notified by the **insured** within the **period of cover**. In return for the payment by the **insured** of the premium payable for this section of insurance we will provide before the event legal expenses insurance on the terms set out below:

**We** have appointed Lexelle Limited to administer your insurance on our behalf, who are authorised and regulated by the Financial Conduct Authority, register number 312782.

### Type of Insurance and Cover Provided

The Lexelle Identity Theft section offers protection for legal fees and costs for the insured to resolve disputes and potential liabilities or loss arising from personal and personal vehicle identity theft.

#### Guidance notes

*The guidance notes that are included throughout the section are to help you understand this insurance. They do not form part of the contract of insurance between you and us. They should be read in conjunction with the full text of your policy.*

### Policy Definitions

The following definitions are shown in bold text and with a capital letter throughout this policy document and have the following meaning:

**1. Authorised Representative (s)**

A solicitor, counsel, claims handler or mediator or other appropriately qualified person appointed and approved by **Us** to represent **Your** interests.

**2. Civil Claim**

A claim of defense of a claim for damages or compensation falling within the civil jurisdiction of the courts of the country in which the claim is made.

**3. Condition**

An obligation which **You** must perform. If a **condition** is not performed by **you**, **we** will not be under any liability to pay **You** anything under the terms of this policy.

**4. Computer Virus**

Means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'trojan Horses', 'worms' and 'time or logic bombs.'

**5. Date of occurrence**

Means the date of the event that leads to a claim, if there is more than one event arising at different times, the date of occurrence is the date of the first event.

**6. Electronic Data**

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

**7. Free Legal Advice**

Basic legal advice over the telephone relating to a possible **Civil Claim** that has potential to fall under the cover provided by this policy. No correspondence will be entered in to when utilising this service.

**8. Insured**

The person named in the schedule to this policy.

**9. Insurer**

Financial & Legal Insurance Company Limited.

**10. Legal Advice**

Advice given by an **authorised representative**.

**11. Legal Proceedings**

A claim pursued in a court of law within England and Wales or Scotland & Northern Ireland.

**12. Maximum Amount**

£25,000 in total, including **professional fees** and **opponent's costs**, for one or more claims during a single **period of cover**.

**13. Opponent's Costs**

Legal costs and expenses the **Insured** may become liable to pay to another party in a **Civil claim** being covered by this policy.

**14. Period of Cover**

The period stated in the schedule to this policy or the underlying property insurance policy which this policy was sold alongside, for the **let property**.

**15. Professional Fees**

Legal fees and costs reasonably incurred by the **authorised representative**, with **our** prior authority in pursuit of **your claim**. This includes disbursements as long as these are in respect of services supplied by a third party, that the services are distinct and separate from the services supplied by the **authorised representative** and that **our** prior permission has been obtained prior to incurring any disbursement cost in excess of £500 including VAT.

**16. Reasonable Prospect of Success**

Your **civil claim** is deemed by **Us** or the **authorised representative** to have more than a 51% chance of being successful in recovering your loss.

**17. Small Claim (s)**

A claim for damages or compensation which is or may if **legal proceedings** are issued be allocated to the small claims jurisdiction of the courts of England and Wales or the equivalent in Scotland and Northern Ireland.

**18. We, Our, Us, Insurer**

Lexelle Ltd as agents for the **insurer**.

**19. You, Your**

The person named as the **insured** in the schedule to this policy.

**20. Your Claim**

A claim by **you** falling within the Cover below.

## Cover

Subject to the terms, conditions and exclusions of this policy **Your** Legal Costs and Expenses will be covered up to a maximum of £25,000

## Identity Theft

### Guidance notes

*This section of your policy provides cover for costs of representation to correct issues caused by the theft of and illegal misuse your personal identity.*

## What is Insured?

**Reimbursement of up to £100 towards costs incurred in establishing your identity has been stolen.**

**Professional fees** for **us** to negotiate **your** legal rights concerning a claim against **you** and reinstating and correcting any wrongful debt or data recorded against **you** caused by another party not authorised to act on **your** behalf stealing and using **your** identity and the identity theft.

**Professional fees** for **us** to negotiate **your** legal rights in recovering lost property caused by another party not authorised to act on **your** behalf stealing and using **your** identity and the identity theft.

**We** will pay **your** lost salary or wages for the time that **you** are unable to work whilst attending court or the Police, in respect to resolving an accepted claim, that are not payable by or recoverable from the court or **your** employer. Copies of **your** wage/salary slips and **your** employment contract will be required to support any claim.

The amount **we** will pay is based on the following:

- The time **you** are off work. **We** will calculate this to the nearest half day, assuming that a whole day is eight hours;
- If **you** work full time the salary or wages for each whole day equals 1/250th of **your** annual salary or wages net of deductions for Income Tax and National Insurance contributions;
- If **you** work part time the salary or wages will be based on the last six months average earnings;

In any event we will not pay more than £200 a day up to a maximum of £2,000.

## Conditions Relating to Identity Theft

Failure to adhere to the following may result in **your claim** for cover under the Identity Theft being rejected.

Within 24 hours of discovering **your** identity has/may have been stolen **you** must:

- i. contact all **your** bank or other financial institution/payment or credit card providers to inform of the theft/potential theft.
- ii. cancel all affected payment/credit cards.
- iii. freeze any affected account and cancel any connected cards.
- iv. report the matter to the police and obtain a crime reference number.
- v. take all reasonable steps to minimise any loss or further damage to your identity/credit rating or potential liability.

## What is not Insured?

- a) Correcting errors in **your** personal data not caused by the theft of **your** identity;
- b) There is no cover for lost income or other losses suffered by a business or a self-employed person;
- c) There is no cover for loss of bonus or overtime;
- d) Where the matter has been caused by **your** failure to safeguard personal information, PIN numbers or passwords, this includes where you **pass** such information to the identity thief via email, or telephone.
- e) Recovering money, endowments, annuities or shares.

## General Policy Exclusions

Your insurance does not cover:

- a) any **claim** or event which may lead to a **claim** and which the **insured** knew about or ought reasonably have known about before the start of this policy;
- b) any **claim** that relates to a series of events and the first or any such event did not occur during the **period of cover**;
- c) divorce, judicial separation, cohabitation, residence, contact, financial provision, ancillary relief or affiliation;
- d) custody, guardianship, parental or other access rights;
- e) disputes between any **insured person(s)** and / or any family members, partner or persons related to an **insured** by blood or marriage.;
- f) patents, copyrights, trademarks, service marks, registered design, intellectual property or secrecy or confidential agreements;
- g) directorship or partnership disputes;
- h) verbal contracts;
- i) for any public or occupiers liability;
- j) for an incident:
  - i. which occurred outside of England, Wales, Scotland, Northern Ireland; or
  - ii. where the **date of occurrence** did not occur during the **period of insurance** stated in the **schedule**.
- k) for any claims caused by contributed to by or arising from:
  - I. Ionising radiation or contamination by radioactivity from any radiated nuclear fuel or from any nuclear waste from combustion of nuclear fuel;
  - II. The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component thereof;
  - III. Terrorism, war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution insurrection, military force or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority;
- l) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speed;
- m) Notwithstanding any provision to the contrary within this policy or endorsement thereto, it is understood that, this policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of **electronic data** for any cause whatsoever (including but not limited to **computer virus**) nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- n) any sum **you** are ordered to pay by way of a fine, costs, compensation or other financial penalty by a court in criminal proceedings;
- o) prosecutions which allege dishonesty or violence; or
- p) claims made against **us**, the **administrator**, or the firm that arranged and placed **your** insurance with **us**.
- q) claims where the loss is covered by another policy of insurance

**We** will not pay: -

### Professional Fees and/or Opponent's costs

- a) Of litigation (going to court) for a **Small Claim**.
- b) Incurred in claiming damages or compensation in respect of a loss covered by another policy of insurance.
- c) Where they are covered by another policy of insurance.
- d) The value/amount in dispute is disproportionate to the time and **professional fees** involved in its pursuit.
- e) In respect of any matter that was not caused by a specific or sudden event.
- f) In excess to those recoverable under the Civil Procedure Rules or other agreement between parties.
- g) In excess of what **we** would have paid to **appointed representatives** appointed by **us** to undertake the same work, which is currently set at an hourly rate of £100+VAT (**we** may, at **our** discretion increase this if **we** feel the situation warrants it).

- h) Incurred before **we** have received full details of/for any event or claim from **you** and we have accepted **Your** claim.
- i) In aggregate in excess of the **maximum amount**
- j) Where **your claim** does not have a **reasonable prospect of success**
- k) Incurred after **you** or **we** have received **legal advice** to accept a proposal, Part 36 offer or Part 36 payment made in settlement of **your claim** or **legal advice** not to pursue or continue to pursue **your claim** by **legal proceedings**
- l) Incurred after **we** have told **you** that we consider **your claim** should be pursued by means other than by **legal proceedings**
- m) Of any appeal made without **our** consent in writing, or after receiving **our** written consent, incurred after **you** have received **legal advice** that the appeal does not have a **reasonable prospect of success**
- n) Where **you** have failed to comply with a **condition** of this policy
- o) Where the **authorised representative** instructed to act on **your** behalf refuse to continue to act on **your** behalf or represent **you**
- p) Where **you** without a good reason instruct the **authorised representative** instructed to act on **your** behalf to cease acting on **your** behalf or representing **you**
- q) For claims which arise from an alleged criminal act or omission by **you**
- r) For applications for judicial review or in respect of the Human Rights Act or proceedings forming part of a group or multi-party action
- s) Claims against Lexelle Limited or the **insurer** or broker
- t) If **you** or any person acting on **your** behalf submits a claim or makes a request for payment, knowing, or where **you** should have known it to be false, fraudulent or exaggerated, then this policy will become void, no premium will be refundable and we shall be entitled to recover any monies previously paid to **you**. **We** may also share this information with the appropriate law enforcement authorities.

**We will not pay for expert or other evidence required to establish that your potential claim meets the requirements of the policy.**

## Policy Conditions

**In respect of Section 5 Identity Theft only.**

**You** must comply with the following obligations each of which is a **condition** of this section:

- a) Ensure that **we** receive notification of any event which may give rise to any claim under this policy as soon as possible.
- b) Ensure that **we** receive full details for any event or claim under this policy no later than 180 days after the event giving rise to **your claim**.
- c) Provide any information requested by **us** or the **authorised representative** instructed on **your** behalf as soon as possible.
- d) Take steps, where possible, to minimise **professional fees** or **opponent's costs** which **we** may be liable to pay under the terms of this policy.
- e) Ensure that the **authorised representative** instructed on **your** behalf fulfils the **authorised representative** obligations set out below.
- f) Ensure any claim **you** make is an honest claim and not one which is false or fraudulent.
- g) Ensure that **your claim** is not prejudiced by any action or inaction on **your** part.

## Reporting of Claims

**In respect of Section 5 Identity Theft only.**

Lexelle Limited is an insurers' agent and in the event of a claim act on behalf of Financial & Legal Insurance Company Limited

For advice on personal legal matters please telephone **0114 350 4107**.

In the performance of **our** obligation to cover **you** under the terms of this section

- a) **You** must supply **us** with a complete and truthful report of the facts giving rise to **your claim**, details of any potential witnesses, any documentary evidence in support of **your claim**. **You** may report **your claim** by telephone on **Tel :0114 3504107**
- b) **We** will make a preliminary assessment of the merits of **your claim**. If **we** decide that **your claim** appears to fall under the cover of this section and have a **reasonable prospect of success**, **we** will appoint an **authorised representative** selected by **us** to act on **your** behalf in **your claim**
- c) If **we**
1. consider it unlikely a reasonable settlement will be obtained or the value or amount in dispute is disproportionate to the time and legal costs involved in its pursuit; or
  2. decide **your claim** does not appear to have a **reasonable prospect of success**; then
- We** will tell **you**, and if requested by **you** provide confirmation in writing. If **you** accept **our** advice, **your** entitlement to payment from **us** under this policy for that claim is at an end and **we** will be discharged from any liability to **you** in respect of that claim.
- d) If **you** do not accept **our** advice **we** will instruct an **authorised representative** selected by **us** to advise **you** and **us** whether **your claim** has a **reasonable prospect of success**. If the **authorised representative** instructed advises **your claim** does not have **reasonable prospect of success**, **we** will not be liable to pay **you** anything under the terms of this policy for that claim. If the **authorised representative** instructed advise that there are **reasonable prospect of success** **we** will appoint the **authorised representative** to act on **your** behalf in the pursuit of **your claim**.
- e) When **we** appoint an **authorised representative** to act on **your** behalf **we** will tell **you**. The **authorised representative** we have appointed will require **you** to enter into an agreement with them under which they will act on **your** behalf.
- f) **We** will take over and conduct in **your** name any **civil claim** for damages or compensation in respect of an accepted claim covered under this policy. The **authorised representative** nominated and appointed by **us** will act on **your** behalf and **you** must accept our nomination. This does not affect **your** legal rights at the point of or during legal proceedings.
- g) If:
1. the **authorised representative** instructed to act on **your** behalf refuses to continue to act on **your** behalf; or
  2. **you** without a good reason instruct the **authorised representative** to cease acting on **your** behalf; then
- We** will not pay **you** anything under the terms of this section and **our** liability under this section for that claim shall cease forthwith.
- h) **We** may appoint another **authorised representative** to act on **your** behalf or permit **you** to instruct another **authorised representative** to act on **your** behalf if **we** consider that it is fair to do so.
- i) Where an **authorised representative** is appointed to act on **your** behalf by **us** **we** appoint them in the performance of **our** obligations under the terms of this policy and not as an agent for **you**.
- j) Where an **authorised representative** is instructed to act on **your** behalf **you** and **we** will require them to comply with the **authorised representatives** obligations set out below.
- k) **We** may require counsel to advise whether in all the circumstances of **your claim**, including a proposal, Part 36 offer or Part 36 payment made in settlement of **your claim** should be accepted or whether your claim should be pursued or continue to be pursued by **legal proceedings**.
- l) If **we** consider that **your claim** should be pursued by some means other than by **legal proceedings** **we** will tell **you** in writing.

## Your Authorised Representatives Obligations

**Your authorised representative** must

- a) Provide **you** and **us** with a reasoned assessment in writing of the prospects of success in **your claim** and an estimate of the likely costs of pursuing **your claim** as soon as practicable and in any event within 28 days of accepting instructions to act on **your** behalf
- b) Notify **you** and **us** immediately in writing of any proposal made in settlement of **your claim** or any Part 36 offer or Part 36 payment made in respect of **your claim** together with their advice as to whether the proposal, Part 36 offer or Part 36 payment should be accepted
- c) Notify **you** and **us** immediately in writing of any change in their assessment of the prospects of success in **your claim**
- d) Provide **us** with such information as **we** may require from time to time about the progress of **your** claim

- e) Provide **us** with a written report at 6 monthly intervals from the date instructions to act on **your** behalf were accepted by them, as to the progress of **your claim** and any change in the prospects of success in **your claim** or the likely cost of pursuing **your claim**
- f) Deal with **your claim** in such manner as **we** require from time to time
- g) Obtain **our** consent in writing before undertaking any of the following;
  1. issuing **legal proceedings** on **your** behalf
  2. instructing counsel, leading counsel or an expert witness on **your** behalf
  3. making an appeal against any order of the court made in **legal proceedings** issued on **your** behalf
  4. withdrawing, discontinuing or settling **your claim** in a way which may give rise to a liability on **our** part to pay **opponent's costs** under this policy
  5. entering into any agreement as to the amount of or liability to pay **opponent's costs**
  6. entering into any form of alternative dispute resolution
  7. incurring any disbursement likely to exceed £500 or more (exclusive of Vat)
- h) Use their best endeavours to obtain payment of **professional fees** or **opponent's costs** from any other party who may be liable to pay those costs
- i) Repay to **us** any costs **we** have paid in the pursuit of **your claim** which may be recovered from any other party
- j) If required to do so by **us**, procure an assessment by the court or an appropriate professional body of the amount properly payable to the **authorised representative** for **professional fees**

## Cancellation

This section of cover is provided automatically as part of **your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **your** main insurance contract please refer to 'Cancellation by Us' and 'Cancellation by You' within the General Conditions section on Page 15.

## General

**You** will always co-operate with us and with the authorised representative instructed on **your** behalf

The rights and obligations of an **insured person** under this policy of insurance shall be governed by the provisions of the Contracts (Rights of Third Parties) Act 1999

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

## Your Responsibility

**You** must take reasonable care to:

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

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

If **you** become aware that information **you** have given **your** broker / agent is inaccurate or has changed, **you** must inform them as soon as possible.

## Fraudulent Claims / Fraud

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether we accept **your** proposal, **your** renewal, or any adjustment to **your** policy; or
- fails to reveal or hides a fact likely to influence the cover **we** provide; or
- makes a statement to **us** or anyone acting on our behalf, knowing the statement to be false; or

- sends **us** or anyone acting on our behalf a document, knowing the document to be forged or false; or
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with your knowledge;

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this section or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

## Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

## Arbitration/Mediation

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed, then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties. All reasonable costs and expenses incurred in connection with the arbitration shall be paid to the successful party by the unsuccessful party. If **you** are responsible for the costs of the arbitration, they are not covered under this policy. This arbitration condition does not affect **your** rights to take separate legal action.

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

## Making Yourself Heard / Complaints

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

### COMPLAINTS RELATING TO THE SALE OF THE POLICY

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

### COMPLAINTS RELATING TO CLAIMS

If **you** do have any questions, concerns or complaint about the handling of a claim **you** should contact the Claims Manager at Lexelle Ltd. The contact details are:

Claims Manager,  
Lexelle Ltd,  
P.O. Box 4428,  
Sheffield,  
S9 9DD.  
Tel 0114 350 4107  
Email: assist@lexelle.com

In all correspondence please state that **your** insurance is provided by Financial & Legal Insurance Company Limited and quote scheme reference: **F&LIDT / 09 / 2024**

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of £6.5million or less and fewer than 50 employees or an annual balance sheet below £5million. you may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR.  
Tel: 0300 123 9 123  
Email: complaint.info@financial-ombudsman.org.uk

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

## Financial & Legal Insurance Company Limited Privacy Notice

**We** are Financial & Legal Insurance Company Limited, referred to as “we/us/our” in this notice. **Our** data controller registration number issued by the Information Commissioner’s Officer is **Z561011X**.

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under this section. **We** refer to these individuals as “you/your” in this notice.

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

### Why do we process your data?

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

### What information do we collect about You?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy. For specific types of insurance policies, for example when offering **you** a travel insurance policy, we may process some special categories of your personal data, such as information about **your** health.

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

### Financial & Legal Insurance Company Limited’s full privacy notice

This notice explains the most important aspects of how **we** use **your** data. **You** can get more information about this by viewing **our** full privacy notice online at <http://financialandlegal.co.uk> or request a copy by emailing **us** at [info@financial&legal.co.uk](mailto:info@financial&legal.co.uk). Alternatively, **you** can write to **us** at: Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, 5400 Lakeside, Cheadle, SK8 3GQ.

## Financial Services Compensation Scheme

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

**You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

## Section 6 – Key Protection Insurance

### INTRODUCTION

It's important that **you** read this section and **your policy schedule** to make sure that everything **you** have told **us** is correct. Please read this policy carefully so that **you** understand the cover **we** are giving **you**. **You** must follow the terms and conditions set out in this policy wording. Please make sure that **you** keep this policy wording **and your policy schedule** in a safe place in case you need to look at them later.

This section is arranged by Strategic Insurance Services Limited and is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

Strategic Insurance Services Limited (FCA number 307133) are authorised and regulated by the Financial Conduct Authority. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk).

In return for the payment of **your** premium **we** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of insurance**.

### CONSUMER INSURANCE ACT

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

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

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

### COOLING OFF PERIOD

This section of cover is provided automatically as part of **your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **your** main insurance contract please refer to 'Cancellation by Us' and 'Cancellation by You' within the General Conditions section.

### JURISDICTION AND LAW

This section will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

## Definitions

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

### 1. Annual Claim Limit

The most **we** will pay in the **period of insurance** as shown in **your policy schedule**.

### 2. Claims Administrators

Davies Group.

### 3. Duplicate Key

A spare key for **your** home or vehicle.

### 4. Emergency Situation

A dependent is left alone and unsupervised, or if there is serious or immediate danger to **you** or **your** vehicle, home or belongings.

### 5. Immediate Family Member

Husband, wife, civil partner, live-in partner and their parents, children, stepchildren, adult children, or adult stepchildren.

### 6. Insured Event

The loss, theft or accidental damage of an **insured key**, or an **insured key** locked inside **your** home or vehicle during the **period of insurance**.

### 7. Insured Key

House keys, vehicle keys and personal **property** keys that belong to **you**, apart from those given to **you** by others, such as a friend, neighbour or relative.

### 8. Locksmith Charges

Charges relating to work carried out by a locksmith.

### 9. New Locks

**New locks** fitted or changes to the existing locks to enable a new key to replace an **insured key**.

### 10. Onward Transport Costs

Transport costs for getting **you** and **your** vehicle to **your** original destination or **your** home, up to a maximum of £75.

### 11. Period of Insurance

The period stated in **your policy schedule** that this policy is in force for.

### 12. Policyholder

The person named in **your policy schedule**.

### 13. Policy Schedule

The separate document **we** send **you** that includes details about **you** and what **you** are covered for.

### 14. Property

Any **property** or item that belongs to the **policyholder** and that **your insured key** unlocks.

### 15. Replacement Key

A key to replace an **insured key** and includes any reprogramming of infrared handsets, immobilisers, and alarms that is required following the replacement of the **insured key**.

### 16. Territorial Limits

United Kingdom, Channel Islands, Isle of Man, and the European Union.

### 17. We/Us/Our/Insurer

Collinson Insurance.

## 18. You/Your

The **policyholder** and any **immediate family member** permanently living at the same address as the **policyholder**.

## WHAT IS COVERED

If an **insured key** is lost, accidentally damaged or stolen, **we** will pay up to the values shown in the table below.

### 1. Locksmith Charges;

**We** will pay up to the **annual claim limit** for locksmith charges if an **insured key** is lost, stolen, accidentally damaged, or locked in **your** home or vehicle and **you** are unable to access **your** home, vehicle, or property.

 **We will not pay for Damage:**

- a) Any charges or costs incurred for the attendance of a locksmith or other tradesman at a particular location, and **you** are not there.
- b) Any charges to gain entry to **your** home or vehicle where you have access to a **duplicate key** unless **you** are in an **emergency situation**.

### 2. New Locks (including reprogramming of immobilisers, infrared handsets, and alarms);

**We** will pay up to the **annual claim limit** for **new locks** if there is a **security risk** to **your** home, vehicle, or **property** due to the loss/theft of an **insured key**.

 **We will not pay for Damage:**

- a) For replacement locks of a higher standard or specification than those needing to be replaced.
- b) For locks which are damaged before the loss, theft, or accidental damage of an **insured key**.

### 3. Replacement Keys;

**We** will pay up to the **annual claim limit** for **replacement keys** (including any immobiliser, infrared handset and/or alarm which is integral to any **insured key**) if an **insured key** is lost by, stolen from, or accidentally damaged by **you**.

 **We will not pay for Damage:**

- a) For more than two keys per lock, per claim.
- b) For **replacement keys** of a higher standard or specification than those needing to be replaced.

### 4. Onward Transport Costs;

**We** will pay up to £75 per claim for **onward transport costs** if **you** have no access to **your** vehicle and **you** are away from **your** home due to lost, stolen, or broken **insured keys**.

 **We will not pay for Damage:**

- a) More than £75 per claim for **onward transport costs**.

### 5. Vehicle Hire;

**We** will pay up to £40 per day, for up to three days, if **you** are unable to use **your** vehicle due to the loss or theft of an **insured key**.

 **We will not pay for Damage:**

- a) More than £40 per day for a hire vehicle.
- b) Vehicle hire charges after the third day of hire.

### 6. Accommodation Costs;

**We** will pay hotel or accommodation costs if **you** have no access to **your** home up to a maximum of £120 per claim due to the loss or theft of an **insured key**.

 **We will not pay for Damage:**

- a) More than £120 per claim for accommodation costs.

## WHAT IS NOT COVERED (EXCLUSIONS)

In respect of Section 6 Key Protection Insurance only.

1. Any amount over the **annual claim limit** within the **period of insurance**.
2. Sums claimed for more than the values detailed in the table above.
3. Any **insured event** that **you** don't report to the **claims administrators** within 30 days of discovering it.
4. Any **insured event** outside of the **territorial limits**.
5. Any claim **you** don't provide valid receipts or invoices for within 120 days of the **insured event**.
6. Any claim for the theft of **your insured key(s)** unless **you** have reported the theft to the police and got a crime reference number.
7. More than two **replacement keys** per lock.
8. **Insured keys** lost or stolen from someone other than **you**.
9. Any associated costs (other than the cost of replacing the **insured key**) where **duplicate keys** are available.
10. Loss of any belongings other than an **insured key** and its associated lock or ignition system, infra-red handsets, immobilisers, and alarms attached to an **insured key**.
11. Any loss of earnings or profits which **you** suffer as a result of the loss or theft of an **insured key**.
12. Claims arising from any deliberate or criminal act or omission by **you**.
13. Loss or theft of an **insured key** which occurs outside the **period of insurance**.
14. Claims arising as a result of **your** failure to take all necessary steps to safeguard an **insured key**.
15. Any claim resulting from war and/or terrorism.
16. Loss caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material.

## CONDITIONS APPLICABLE

In respect of Section 6 Key Protection Insurance only.

1. Right of Recovery - **we** can take proceedings in **your** name but at **our** expense to recover for **our** benefit the amount of any payment made under this policy.
2. Other Insurance – If **you** were covered by any other insurance following the **insured event**, which resulted in a valid claim under this policy, **we** will only pay **our** proportionate share of the claim.
3. This insurance is only valid if **you** are a permanent resident of the United Kingdom (England, Scotland, Wales and Northern Ireland), Channel Islands or the Isle of Man.
4. **We** have the right to approach any third party in relation to **your** claim.
5. **We** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose us to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where we transact business.

## HOW TO MAKE A CLAIM

**Your Key Protection** claim will be handled on the **insurer's** behalf by Davies Group Limited.

To make a Key Protection claim, go to:

<https://keyclaims.davies-group.com>

It's the fastest and easiest way to submit **your** claim. If **you** don't have internet access, call us on 0344 856 2270 to inform us about your claim.

## Supporting documents

When **you** make a car key claim, you must send a copy of the V5 (or relevant registered keeper document issued by the DVLA) or if **you** have not been given the V5, a contract or lease agreement containing the registration number of your vehicle.

When **you** make a claim in respect of other keys, we may, at our discretion, ask for supporting documents, such as, but not limited to evidence of address.

## Theft

**We** will not deal with theft claims if **you** haven't reported it to the Police and/or don't have a crime reference number.

## Maximum number of claims

**You** can make as many claims, under this section, as **you** need to within the **period of insurance**. The most we will pay in each **period of insurance** will not exceed the **annual claim limit**.

## CLAIMS SETTLEMENT

**Your** claim will be handled on a 'pay and claim' basis. **You** will have to pay the costs upfront and then **we** will pay **you** back once **you** have sent **us** valid receipts/invoices.

If a **duplicate key** exists, **we** will only reimburse **you** for the cost of the replacement key, unless you are in an **emergency situation**. In which case **we** will reimburse **you** for the costs incurred subject to the terms and conditions of this policy.

## CANCELLATION BY US

This section of cover is provided automatically as part of **your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **your** main insurance contract please refer to 'Cancellation by Us' and 'Cancellation by You' within the General Conditions section.

## FRAUD

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- Fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy.
- Fails to reveal or hides a fact likely to influence the cover **we** provide.
- Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false.
- Sends **us** or anyone acting on our behalf a document, knowing the document to be forged or false.
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- Makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this section or return any premium to **you**, and **we** may cancel your section immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

## COMPLAINTS PROCEDURE

**We** always strive to provide excellent service. However, if you have a complaint about this section of cover, please follow these steps.

1. If **your** complaint is about the sale of **your** policy, contact the broker who sold **you** the policy.
2. If **your** complaint is about a claim **you** made, contact Davies Group:
  - Email: customer.care@davies-group.com
  - Tel: 0344 856 2015

**We** will respond to **your** complaint within four weeks of receiving it. **Our** response will be **our** final decision based on the information provided. If there's a delay in our investigations, **we** will explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, **you** are still dissatisfied or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

The Financial Ombudsman Service  
Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR  
Telephone: 08000 234 567 (free for people calling from a landline) or 0300 123 9 123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Following this complaints procedure does not stop **you** from taking legal action.

## COMPENSATION SCHEME

The Financial Services Compensation Scheme covers this section. **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 0207 741 4100.

## DATA PROTECTION

### How We Use the Information About You

As a data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. **We** also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to **you**.
- Issue **you** this insurance policy.
- Deal with any claims or requests for assistance that **you** may have.
- Service **your** policy (including claims and policy administration, payments, and other transactions).
- Detect, investigate, and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.
- Protect **our** legitimate interests.

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that **your** information remains safe and secure.

**We** will not share **your** information with anyone else unless **you** agree to this, or **we** are required to do this by **our** regulators (e.g., the Financial Conduct Authority) or other authorities.

The personal information **we** have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by **us** and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting <https://cifas.org.uk/fpn> and <https://insurancefraudbureau.org/privacy-policy>.

### Processing your data

**Your** data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that **you** have with us.
- Is in the public or **your** vital interest: or.
- For **our** legitimate business interests.

If **we** are not able to rely on the above, **we** will ask for **your** consent to process **your** data.

**How we store and protect your information**

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union. **We** will need to keep and process your personal information during the period of insurance and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

**We** also have security measures in place in **our** offices to protect the information that **you** have given **us**.

**How you can access your information and correct anything which is wrong.**

**You** have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information, please contact **us** by email or letter as shown below:

Email address: data.protection@collinsongroup.com  
Postal Address: 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

**We** want to make sure that **your** personal information is accurate and up to date. **You** may ask **us** to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact **our** Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO).

Further information can be found at <https://ico.org.uk>

## Section 7 – Terrorism

This section only applies if shown as Included on Your Schedule.

### Definitions for Section 7 – Terrorism

#### Act of Terrorism

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

#### Business Interruption

Loss resulting from interruption of or interference with the **Business** carried on by **You** at the **Premises** in consequence of loss or destruction of or damage to property used by **You** at the **Premises** for the purpose of the **Business**.

#### Computer Systems

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

#### Damage

Damage shall mean accidental loss or destruction of or damage to the **Property Insured**.

#### Data

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**.

#### Event

All individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same **Act of Terrorism**. The date and time that any such period of 72 hours shall commence shall be set by the Insurer.

#### Great Britain

England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987).

#### Hacking

Unauthorised access to any **Computer System**, whether the property of the **Insured** or not.

#### Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for:

- a) the production or use of atomic energy; or
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

#### Nuclear Reactor

Any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

#### Phishing

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

### 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 definition 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.

### Cover

In of the payment of the Premium in respect of the **Period of Insurance**, the cover provided under the Sections shown under the Terrorism Section of the **Schedule** of this **Policy** is extended to include **Damage** to the **Property Insured** or **Business Interruption** where covered in **Great Britain** occasioned by or happening through or in consequence of an **Act of Terrorism**.

Provided that;

- a) the insurers liability in respect of all losses for any one **Event** shall not exceed in the whole the Total **Sum Insured** or the **Sum Insured** in respect of each item or any other **Limit of Liability** as stated herein or in the **Schedule**;
- b) the insurance by this Section is subject to the Exclusions stated below

### Exclusions

What is not covered:

#### 1) War and Allied Risks

Any losses whatsoever occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

#### 2) Digital and Cyber Risks

Any losses whatsoever directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from:

- a) damage to or the destruction of any **Computer System**; or
- b) any alteration, modification, distortion, erasure or corruption of **Data**

in each case whether the **Property** of the **Insured** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus or Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack**.

Proviso to Exclusion 2):

Exclusion 2) will not apply to **Damage** to the **Property Insured** or **Business Interruption** where covered in **Great Britain** occasioned by or happening through or in consequence of an **Act of Terrorism** solely to the extent that such **Damage** or **Business Interruption**:

- a) results directly (or, solely as regards b) iii) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **Computer System**; and
- b) comprises:
  - i) the cost of reinstatement, replacement or repair in respect of damage to or destruction of **Property Insured** by the **Insured**; or
  - ii) the amount of **Business Interruption** loss suffered directly by the **Insured** itself by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of **Property Insured** by the **Insured** or as a direct result of denial, prevention or hindrance of access to or use of the **Property Insured** by that **Insured** by reason of an **Act of Terrorism** causing damage to other **Property** within one mile of the **Property Insured** by the **Insured** to which access is affected; or
  - iii) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of **Property** and any additional costs or charges reasonably and necessarily paid by the **Insured** to avoid or diminish such loss; and

- c) is not proximately caused by an **Act of Terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
- d) The meaning of **Property** for the purposes of this Proviso shall exclude:
  - i) any money (including **Money** as defined elsewhere in the **Policy**), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
  - ii) any **Data**.
- e) Notwithstanding the exclusion of **Data** from **Property**, to the extent that damage to or destruction of **Property** within the meaning of sub-paragraph b) above indirectly results from any alteration, modification, distortion, erasure or corruption of **Data**, because the occurrence of one or more of the matters referred to in sub-paragraph a) above results directly or indirectly from any alteration, modification, distortion erasure or corruption of **Data**, that shall not prevent cost or **Business Interruption** loss directly resulting from damage to or destruction of such **Property** and otherwise falling within sub-paragraphs a) and b) above from being recoverable under this Section. In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **Data** be recoverable under this Section.

### 3) Nuclear Installation or Nuclear Reactor

This insurance does not cover any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**.

### 4) Residential Property

This insurance does not cover any land or building which is occupied as a private residence or any part thereof which is so occupied, unless:

- a) insured under the same **Policy** as the remainder of the building which is not a private residence and the commercial element of the building exceeds 20% by area of the building; or
- b) not insured in the name of an individual.

For the purpose of this exclusion, a trustee, beneficiary, executor of a will or sole trader is not deemed to be an individual unless they occupy the premises or any part thereof as their own private residence.

Clauses & Conditions that apply to Section 7 – Terrorism

- 4.1 In any action or other proceedings where the Insurer alleges that any **Damage** or loss resulting from **Damage** is not covered by this Section the burden of proving that such **Damage** or loss is covered shall be upon **You**.
- 4.2 Any terms in this **Policy** which provide for adjustments of premium based upon declarations on expiry or during the **Period of Insurance** do not apply to this Section.
- 4.3 If this Policy is subject to any Long Term Agreement/Undertaking, it does not apply to this Section.
- 4.4 The cover provided by this Section is subject to a maximum **Period of Insurance** of 12 months from the Effective Date or any subsequent Renewal Date of this **Policy**. Any subsequent period of cover of 12 months (or part thereof) provided by this Section is deemed to constitute a separate **Period of Insurance**, provided that:
  - a) no subsequent **Period of Insurance** by this Section shall extend beyond the next Renewal Date of this **Policy**;
  - b) the renewal premium due in respect of this Section has been received by the Insurer.

Subject otherwise to all the terms and conditions of this **Policy**.

## Section 8 – Legal Expenses

This section only applies if shown as Included on Your Schedule:

### Section Contents

1. Who are Arc Legal Assistance
2. Explanation of Legal Expenses Insurance
3. Summary of this section
4. How to make a claim
5. Important Conditions
6. Cover
7. General Exclusions
8. General Conditions
9. Customer Service

### 1. Who are ARC Legal Assistance?

This cover is insured by AmTrust Europe Limited and administered by Arc Legal Assistance.

Arc Legal Assistance is one of the leading providers of Legal Expenses Insurance in the United Kingdom. Details of who **We** are and what **We** do can be found here: <http://www.arclegal.co.uk/>

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

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202189. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

### 2. Explanation of Legal Expenses Insurance

Commercial legal expenses insurance is used to cover **You** against the costs of:

- a) legal advice;
- b) preliminary legal steps in order to negotiate a pre-**Proceedings** solution;
- c) **Awards of Compensation**;
- d) legal representation in **Proceedings**; and/or
- e) **Attendance Expenses** for officers or **Employees** to attend **Proceedings**.

### 3. Summary of this section

This policy is designed to provide cover to **You** in the event that **You** need legal assistance arising under one of the following sections of cover:

- Employment Disputes and Compensation Awards
- Prosecution Defence for Employers and Employees
- Contract
- Property Damage
- Property Infringement
- Tax Disputes
- Tenant Eviction
- Criminal Prosecution
- Squatters Eviction

See the 'Cover' section for further details.

In the event of a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other **Adviser's** fees unless court **Proceedings** are issued, or a **Conflict of Interest** arises. Where it is necessary to start court **Proceedings** or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Legal Costs and Expenses** payable by **Us** are limited to no more than (a) **Our Standard Legal Costs and Expenses**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

## 4. How to make a claim

### A. Telephone Helplines

#### Legal Expenses Helpline:

The **Legal Expenses Helpline** service may be used to discuss any problem occurring under this policy within the United Kingdom, the Channel Islands and the Isle of Man. Simply telephone **0344 770 1040** quoting "**Modus Property Owners Legal Helpline**" and ask to speak to a legal **Adviser**. This service is here to help **You**. Do not hesitate to make full use of it. In particular if something **You** are proposing to do may result in a claim, **You** must use the helpline first.

### B. How to make a claim – Employment Cover

**You** will give **Us** immediate notice in writing of any **Proceedings** or suit made or brought against **You** or believed by **You** to be considered and any summons or other process served or threatened to be served and any event which may give rise to **Proceedings** against **You**.

There will be no cover under this policy unless **You** have either:

1. Followed the formal **ACAS** procedure; or
2. You have sought and followed the advice of the **Legal Expenses Helpline** as to the procedure to be adopted and have received specific authorisation from the **Legal Expenses Helpline**:
  - a) prior to carrying out any disciplinary procedure or action or suspension of an **Employee**;
  - b) prior to **Dismissal** of an **Employee**;
  - c) prior to notifying an **Employee** of their intended retirement date or retiring an **Employee**;
  - d) prior to instituting a redundancy programme and prior to making an **Employee** redundant;
  - e) upon notification formally or informally of a grievance from an **Employee** or ex-**Employee**;
  - f) upon notification formally or informally of a complaint relating to discrimination victimisation or harassment because of age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion or belief, sex or sexual orientation;
  - g) prior to any adverse variation or proposed adverse variation of the terms and conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an **Employee's** remuneration);
  - h) immediately an **Employee** walks out with or without written notice;
  - i) upon receipt of an appeal from an **Employee** or ex-**Employee** against a decision taken as a result of a disciplinary or grievance procedure or retirement procedure or a decision to dismiss
  - j) arising out of or in connection with any business transfer or purported business transfer falling within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive.

If **You** do not tell **Us** within 180 days and within the **Period of Insurance** about this event, any claim resulting from that event will not be covered.

Failure to seek and follow the advice of the helpline in any of the above situations will mean that any claim arising as a result of the action will not be covered.

- a) If **You** receive a form ET1 (claim form) from an employment tribunal and wish to obtain indemnity under this cover **You** should notify the **Legal Expenses Helpline**. This must be done immediately because of the statutory 28 days' time limit for returning a response form (ET3) or responding on-line. The response form should be left blank for completion by **Your Adviser**. Upon request, **You** must complete a claim form by visiting <https://claims.arclegal.co.uk> and forward it to **Us** immediately. Alternatively, **We** will send **You** a claim form.
- b) If a former **Employee** requests a written statement of reasons for **Dismissal**, **You** must contact the **Legal Expenses Helpline**, not later than 7 days from the request and prior to the statement being given.
- c) If **You** intend to make a significant alteration to an **Employee's** terms of employment **You** must telephone the **Legal Expenses Helpline** first and follow their advice.

### C. How to make a claim – Prosecution Defence for Employers and Employees – Health and Safety Prosecutions

There will be no cover under this **Policy** unless **You** have sought and followed the advice from the **Legal Expenses Helpline** as to the procedure to be adopted and has received specific authorisation:

1. becoming aware of an event which could lead to a prosecution being brought under health and safety legislation; or
2. being contacted by the Police or any enforcing authority informing **You** of an intention to prosecute or to question or interview **You** about an alleged offence, or event which could result in an offence being committed.

If **You** do not tell **Us** about this event within 180 days and within the **Period of Insurance**, any claim resulting from that event will not be covered. **Legal Costs and Expenses** incurred prior to **Our** accepting **Your** claim will not be covered under this insurance. **You** can complete and submit **Your** claim form online by visiting <https://claims.arclegal.co.uk>. Alternatively, **We** will send **You** a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to **Us** at the earliest opportunity.

### D. How to make a claim – Tax

There will be no cover under this **Policy** unless **You** have obtained specific authorisation from the **Legal Expenses Helpline** and then sought and followed the advice as to the procedure to be adopted on receiving:

- a) a written decision, notification of dissatisfaction or assessment issued by HM Revenue & Customs following an examination of **Your** books, records or accounts;
- b) a notification in writing by the relevant authority of an HM Revenue & Customs enquiry, investigation or dispute;
- c) an enquiry following a control visit by HM Revenue & Customs into the operation of PAYE and NIC resulting in a letter of dissatisfaction with **Your** affairs;
- d) an enquiry conducted into the status of **You** under the Social Security Contributions (Intermediaries) Regulations 2000 and/or the Welfare Reform and Pensions Act 1999 and/or the Finance Act 2000;
- e) an enquiry by HM Revenue & Customs into **Your** self-assessment return following the issue of a notice under Section 9A or Section 12AC of the Taxes Management Act 1970 or Schedule 18, paragraph 24 of the Finance Act 1998 together with a request to examine **Your** books and records; or
- f) an enquiry by HM Revenue & Customs which is limited to one or more specific aspects of the **Customer's** self-assessment Return following the issue of a notice under Section 9A or Section 12AC of the Taxes Management Act 1970 or Schedule 18, paragraph 24 of the Finance Act 1998 which does not include a request to examine all **Your** books and records.

If **You** do not tell **Us** about this event within 180 days and within the **Period of Insurance**, any claim resulting from that event will not be covered. **Legal Costs and Expenses** incurred prior to **Our** accepting **Your** claim will not be covered under this insurance. **You** can complete and submit **Your** claim form online by visiting <https://claims.arclegal.co.uk>. Alternatively, **We** will send **You** a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to **Us** at the earliest opportunity.

### E. How to make a claim – Tenant Eviction, Criminal Prosecution and Squatters Eviction

The claim will be assessed and if accepted and deemed appropriate, an Enquiry Agent will visit the **Tenant** and any **Guarantor**. If the Enquiry Agent is unable to reach an agreement with the **Tenant/Guarantor** to remedy his failure to perform his obligations under the **Tenancy Agreement**, **Our** panel solicitors or their agents will be appointed to act for **You**.

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

**You** or **Your** agent must give all information requested by **Us** or the **Adviser** within five days of receiving the request for that information.

**You** or **Your** agent must attend any court hearing if requested by the **Adviser**.

This claims procedure should be read in conjunction with the main terms and conditions of the insurance.

## F. How to make a claim – All other sections of cover

Potential claims must be notified to **Us** by telephoning the **Legal Expenses Helpline** and before instructing an **Adviser**. **You** must make **Your** claim as soon as **You** are, or should reasonably have been, aware of any event which has resulted in, or could result in an **Insured Event**. (If **You** do not tell **Us** about this event within 180 days, and within the **Period of Insurance**, any claim resulting from that event will not be covered). **You** must follow the advice of the **Legal Expenses Helpline**. **Legal Costs and Expenses** incurred prior to **Our** accepting **Your** claim will not be covered under this insurance **You** can complete and submit **Your** claim form online by visiting <https://claims.arclegal.co.uk>. Alternatively, **We** will send **You** a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to **Us** at the earliest opportunity.

## 5. Important Conditions

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'General Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

### Claims made

This is a "Claims Made" insurance contract which means it only covers claims notified to **Us** during the **Period of Insurance** and within 180 days, of any circumstance which may give rise to any claim. Failure to do so would lead **Us** to decline a claim for indemnity under this insurance.

### Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success, then **We** may decline or discontinue support for **Your** case.

### Proportional Costs

An estimate of the **Legal Costs and Expenses** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Legal Costs and Expenses** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

### Employment Matters

There will be no cover under this policy unless **You** have either sought and followed:

- a) the formal **ACAS** procedure; or
- b) the advice of the **Legal Expenses Helpline** as to the procedure to be adopted and have received specific authorisation from the **Legal Expenses Helpline** in relation to employment matters.

See the 'How to make a claim – Employment' section for further details.

### Duty of Fair Presentation

**You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which **You** should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.

### Advice and Authorisation Procedures

There will be no cover under this insurance contract unless **You** follow the advice and authorisation procedures set out in the 'How to Make a Claim' section.

### Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

## 6. Cover

This insurance provides indemnity in respect of **Legal Costs and Expenses** up to the **Maximum Amount Payable** where:

- a) The **Insured Event** is notified to **Us** during the **Period of Insurance** and within 180 days, of occurrence
- b) The **Insured Event** and any **Proceedings** take place within the **Territorial Limits**

This section is broken down into two sections: Definitions and Sections of Cover. The Definitions section sets out the meaning of important terms which will be used throughout this section. Wherever **You** see a term highlighted in this section, it refers to a definition contained in that section. If a term is defined in the main policy and in the Legal Expenses Definitions section the term in the Legal Expenses Definitions section will be used for this section. The Sections of Cover sets out in detail what **You** are and what **You** are not insured against. Read this carefully together with the exclusions and conditions of this policy before **You** make a claim.

## DEFINITIONS

The following definitions apply to Section 8 of this Policy:

<b>ACAS</b>	The Advisory, Conciliation and Arbitration Service which provides free and impartial information and advice to employers and <b>Employees</b> on all aspects of workplace relations and employment law.
<b>Adviser</b>	<b>Our</b> panel solicitors, or their agents, an accountant or other appropriately qualified person, firm or company appointed by the <b>Insurers</b> to act for <b>You</b> , or, and subject to the <b>Insurers</b> agreement, where <b>Proceedings</b> have been issued, another legal <b>Adviser</b> nominated by <b>You</b> .
<b>Aggregate Amount Payable</b>	The maximum <b>We</b> will pay for all claims arising under this insurance in one <b>Period of Insurance</b> . The <b>Aggregate Amount Payable</b> is £500,000.
<b>Attendance Expenses</b>	Means the actual loss of earnings of any <b>Employee</b> , or other officer of <b>Yours</b> for the period they are absent from work to attend at any court or tribunal hearing either:- <ol style="list-style-type: none"> <li>a) As a witness on <b>Your</b> behalf and at the request of the <b>Adviser</b> in respect of a matter involving a valid claim under this insurance;</li> <li>b) As a party to the <b>Proceedings</b> and at the request of the <b>Adviser</b> in respect of a matter involving a valid claim under this insurance;</li> </ol> <p>For each half or full day of such attendance and shall be calculated on the basis that the period of absence from work shall be calculated to the nearest half day, taking an eight hour day to be a whole day for this purpose and the maximum period for which a claim can be made in respect of any one day</p> <p>The maximum payable in respect of one eight hour period shall be £100 per person.</p>
<b>Awards of Compensation</b>	Basic and compensatory <b>Awards of Compensation</b> which <b>You</b> must pay as a result of judgment in a dispute under legislation following a claim under sub-section (b) of the 'Employment Disputes and Compensation Awards' section of cover; or  An out-of-court settlement of a claim under sub-section (b) of the 'Employment Disputes and Compensation Awards' section of cover or to which <b>We</b> have given <b>Our</b> prior written consent.
<b>Business Premises</b>	The <b>Business Premises</b> declared to and accepted by <b>Us</b> .

<b>Computer</b>	A personal computer that <b>You</b> own, use or control, that is permanently kept within <b>Your</b> main residence
<b>Computer Virus</b>	A program or piece of code which is often capable of copying itself and which causes damage to systems or <b>Data</b> .
<b>Conditional Fee Agreement</b>	An agreement between <b>You</b> and the <b>Adviser</b> or between <b>Us</b> and the <b>Adviser</b> which sets out the terms under which the <b>Adviser</b> will charge <b>You</b> or <b>Us</b> for their own fees.
<b>Conflict of Interest</b>	Situations where <b>We</b> administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
<b>Contract of Employment</b>	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
<b>Cyberattack</b>	<ul style="list-style-type: none"> <li>- Malicious deletion, corruption, unauthorised access to, or theft of data</li> <li>- Damage or disruption caused by a <b>Computer Virus</b>, hacking or denial of service attack; affecting <b>Your</b> home systems.</li> </ul>
<b>Data</b>	<ul style="list-style-type: none"> <li>- In relation to a <b>Cyberattack</b>: facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by home systems, but not including software and programs</li> <li>- In relation to this policy outside of a <b>Cyberattack</b>: <b>Data</b> as defined by <b>Data Protection Legislation</b></li> </ul>
<b>Data Controller</b>	The party which determines the purpose for, and the manner in, which personal data are, or are to be, processed.
<b>Data Protection Legislation</b>	The relevant <b>Data Protection Legislation</b> in force within the <b>Territorial Limits</b> where this cover applies at the time of the <b>Insured Event</b> .
<b>Deposit</b>	The sum of money collected from the <b>Tenant</b> in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) in respect of a <b>Tenancy Agreement</b> to which it applies and held by <b>You</b> or <b>Your</b> agent as an indemnity for losses incurred by <b>You</b> arising from the <b>Tenant</b> failing to perform his obligations set out in the <b>Tenancy Agreement</b> . A minimum amount equal to one month's <b>Rent</b> must be retained as the <b>Deposit</b> .
<b>Dilapidations Inventory</b>	A full and detailed inventory of <b>Your</b> contents and their condition within the <b>Insured Property</b> which has been signed by the <b>Tenant</b> .
<b>Disclosure Breach</b>	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.
<b>Dismissal</b>	<p>The termination of an <b>Employee's Contract of Employment</b> by:</p> <ol style="list-style-type: none"> <li>a) <b>You</b>, giving notice to the <b>Employee</b>;</li> <li>b) <b>You</b> because of an <b>Employee's</b> gross misconduct;</li> <li>c) The expiry of a limited-term without renewal;</li> <li>d) An <b>Employee</b> by reason of <b>Your</b> conduct.</li> </ol> <p>Any <b>Dismissals</b> must be handled in accordance with the advice provided by the <b>Legal Expenses Helpline</b> or the formal <b>ACAS</b> procedure.</p>
<b>Director</b>	<b>Your Director(s)</b> including executive officers.
<b>Electronic Devices</b>	Any personal computing or personal electronic device that connects to the internet or to other electronic devices and any associated data, software and programs.
	Any person who has entered into or works under (or, where the employment has

<b>Employee/Your Employee(s)</b>	ceased, worked under) a <b>Contract of Employment</b> with <b>You</b> in connection with the business insured under this policy.
<b>Excess</b>	The sum payable by <b>You</b> as a contribution towards the costs incurred arising from any claim made under this insurance as stated below:  <b>All other sections:</b> £Nil
<b>Guarantor</b>	The individual or organisation assigned to the <b>Tenancy Agreement</b> that has received a <b>Tenant Reference</b> and provided a financial guarantee of the <b>Tenant's</b> performance of his obligations under the <b>Tenancy Agreement</b> .
<b>HMRC</b>	H.M. Revenue and Customs in the United Kingdom.
<b>Insured Event</b>	The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.  <u>Employment</u> In employment disputes the <b>Insured Event</b> will be the receipt of an ET1 Employment Tribunal Claim Form.  <u>Tax</u> In accountancy matters the <b>Insured Event</b> arises on the date that <b>You</b> or <b>Your Adviser</b> are contacted either verbally or in writing, by the relevant department of <b>HMRC</b> advising <b>You</b> of either dissatisfaction with <b>Your</b> returns, or amounts paid, or notice of intention to investigate.  <u>Criminal Proceedings</u> In criminal cases the <b>Insured Event</b> will be the date that <b>You</b> commenced or are alleged to have commenced to violate the criminal law in question. For the purposes of the <b>Limit</b> , only one <b>Insured Event</b> will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.
<b>Insured Property</b>	The <b>Insured Property</b> shown in the Insurance schedule and declared to <b>Insurers</b> .
<b>Insurers</b>	AmTrust Europe Limited.
<b>Legal Costs and Expenses</b>	Reasonable unrecovered fees and disbursements properly and necessarily incurred by the <b>Adviser</b> with <b>Our</b> prior written authority and any costs incurred by a third party, on the standard basis of any <b>Proceedings</b> , for which <b>You</b> may be made liable by order of a court or by agreement.
<b>Legal Expenses Helpline</b>	The service provided by <b>Our</b> panel solicitors on <b>Our</b> behalf which enables <b>You</b> to obtain advice on any matter which may give rise to a claim under this insurance.
<b>Maximum Amount Payable</b>	The <b>Maximum Amount Payable</b> by <b>Us</b> in respect of an <b>Insured Event</b> , subject to the <b>Aggregate Amount Payable</b> .  The <b>Maximum Amount Payable</b> for each section of cover are as stated below:  <b>All other sections:</b> £100,000.

<b>Period of Insurance</b>	The <b>Period of Insurance</b> declared to and accepted by <b>Us</b> , which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance section attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance section will also be cancelled, suspended or withdrawn.
<b>Proceedings</b>	Civil, criminal, tribunal or arbitration proceedings or appeals arising from them brought in the <b>Territorial Limits</b> .
<b>Ransomware</b>	A system attack which allows a hacker to infiltrate <b>Your Electronic Device(s)</b> , encrypt <b>Your Data</b> , and demand payment of a ransom in exchange for decryption of <b>Your</b> files.
<b>Rent</b>	The monthly amount payable by the <b>Tenant</b> to <b>You</b> as set out in the <b>Tenancy Agreement</b> .
<b>Standard Legal Costs and Expenses</b>	The level of <b>Legal Costs and Expenses</b> that would normally be incurred by <b>Us</b> in using an <b>Adviser</b> of <b>Our</b> choice, including <b>Our Conditional Fee Agreement</b> .
<b>Statutory Licence</b>	A licence issued under statute or statutory instrument or by government or local authority to <b>You</b> where the licence is necessary to engage in <b>Your</b> business or trade.
<b>Tenancy Agreement</b>	<p>A <b>Tenancy Agreement</b> between <b>You</b> and the <b>Tenant</b> in relation to the <b>Insured Property</b> which is:-</p> <p>(a) an Assured Shorthold <b>Tenancy Agreement</b> as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the <b>Territorial Limits</b>, or</p> <p>(b) a Company Residential Tenancy (Company Let) created after 28th February 1997 where the <b>Tenant</b> is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the <b>Territorial Limits</b> and the <b>Insured Property</b> is let purely for residential purposes of the <b>Tenant's</b> employees and their family, or</p> <p>(c) a written common law residential <b>Tenancy Agreement</b> created after 28th February 1997 between individuals where the <b>Rent</b> is in excess of £100,000 per annum or its equivalent outside of England and Wales but within the <b>Territorial Limits</b>, and which is;</p> <ol style="list-style-type: none"> <li>i) Appropriate for the tenancy; and</li> <li>ii) Where relevant, signed and independently witnessed by <b>You</b>, the <b>Tenant(s)</b> and if required as a condition of the <b>Tenant Reference</b>, the <b>Guarantor</b>; and</li> <li>iii) Free from any unreasonably restrictive covenants</li> </ol> <p>The <b>Tenancy Agreement</b> must be for a fixed term of no more than 12 months or if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months.</p>
<b>Tenant</b>	The occupier of the <b>Insured Property</b> named in the <b>Tenancy Agreement</b> as the <b>Tenant</b> and who has received a <b>Tenant Reference</b> confirming that he/she can, solely or jointly with another <b>Tenant</b> or other <b>Tenants</b> , afford to cover the cost of the <b>Rent</b> in full.
<b>Tenant Reference</b>	A credit check against the <b>Tenant</b> and any <b>Guarantor</b> obtained from a licensed credit referencing company showing no County Court Judgments in the past three years and no outstanding County Court Judgments, together with copies of two forms of identification, one of which must contain a photograph, and a written employers' reference on company letter headed paper confirming their permanent and current employment and that their gross monthly salary is at least a multiple of 2.5 of the <b>Tenant's Rent</b> . If all of the above are not available or in the

case of student **Tenants** or **Tenants** receiving any income or housing related government benefit, a full **Tenant Reference** showing a Pass on the **Tenant** and **Guarantor** must be obtained from **Our** approved tenant referencing company. Details of these companies are available by referring to the Arc Legal website; <http://www.arclegal.co.uk/informationcentre/approved-referencing-list.php>

<b>Territorial Limits</b>	The United Kingdom, The Channel Islands or The Isle of Man.
<b>We/Us/Our/Ourselves</b>	Arc Legal Assistance Limited acting on behalf of <b>Insurers</b> .
<b>You/Your</b>	The person(s), company or companies declared to and accepted by <b>Us</b> .

## Sections of Cover

### Employment Disputes and Compensation Awards

#### What is insured: -

**Legal Costs and Expenses** incurred by **You**

- a) In defence of **Proceedings** brought in an employment tribunal, arising from a dispute with an **Employee** or ex-**Employee** relating to:
  - i) The **Contract of Employment** with **You**;
  - ii) Actual or alleged breaches of their statutory rights under employment legislation
- b) **Awards of Compensation** made against **You** arising from claims under section a) above

#### What is not insured: -

##### Claims

- a) Which are incurred by deliberately avoiding liability for a redundancy payment or for monies or benefits due under a **Contract of Employment**;
- b) Relating to the protection of **Employees'** rights when the organisation or service they work for transfers to a new employer and impact on **You** as the outgoing or incoming employer;
- c) Relating to equal terms;
- d) For redundancy payments or an award or settlement in relation to **Employees** dismissed because of redundancy where **You** have failed to comply with the legal requirements relating to redundancy;
- e) Arising from the **Dismissal** of any **Employee** or change to an **Employees** terms of employment unless the **Dismissal** or change to an **Employees** terms of employment is handled in accordance with either the advice provided and procedures laid down by the **Legal Expenses Helpline** as described in the conditions to this insurance or the formal **ACAS** procedure;
- f) Arising where the **Insured Event** was less than 90 days after the start of the first **Period of Insurance**, or less than 180 days after the start of the first **Period of Insurance**, if the **Employee** was at that time subject to disciplinary **Proceedings** or any verbal or written warning;
- g) For any **Awards of Compensation** made against **You** relating to trade union activities including membership or non-membership; or relating to pregnancy, maternity or paternity rights;
- h) For any **Awards of Compensation** made because of **Your** failure to provide written reasons for **Dismissal**;
- i) For any compensatory award specified in a reinstatement or re-engagement order or made because of **Your** failure to provide written reasons for a **Dismissal**;
- j) For any award to the extent that it relates to contractual rights accruing to the **Employee** or ex-**Employee** prior to the actual or alleged breach of the actual or alleged **Contract of Employment**;
- k) Relating to pension rights;
- l) Arising from **Your** failure to follow the process set out in the 'How to Make a Claim' section in this policy.

## Prosecution Defence for Employers and Employees

### What is insured: -

**Legal Costs and Expenses** incurred by:

- a) **You** arising from any act or omission - or alleged act or omission - which leads to **Your** prosecution in a court of criminal jurisdiction
- b) **You** arising from appeals by **You** against the service of improvement and prohibition notices under The Health and Safety at Work Act 1974
- c) **Your Employees** or **Directors**, concerning any matter arising out of his or her duties as **Your Employee** arising from any act or omission, or alleged act or omission, which leads to the prosecution of **Your Employee** in a court of criminal jurisdiction.

### What is not insured: -

#### Claims

- a) Arising from deliberate discrimination by **You**, or an **Employee** or a **Director** amounting to an act of unlawful discrimination;
- b) For incidents dealt by the Health and Safety Executive under the Fee for Intervention (FFI) cost recovery schemes under the Health and Safety (Fees) Regulations 2012;
- c) For criminal prosecutions brought under Health and Safety legislation;
- d) For damages, compensation, interest, fines, costs or other penalties that **You** are ordered to pay by a court of criminal jurisdiction;
- e) Arising from a motor prosecution;
- f) Arising from **Your** prosecution alleging:
  - i) Intentional obstruction of a person in the execution of a warrant issued under **Data Protection Legislation** by **You** or by an **Employee**;
  - ii) Arising from **Your**, or an **Employee's**, failure to give a person executing such a warrant the assistance they reasonably require for its execution;
  - iii) Arising from prosecutions of **Employees** for personal matters which do not relate to their duties as **Your Employees**.

## Contract

### What is insured

**Legal Costs and Expenses** arising from any dispute between **You** and a customer or supplier about a contract for the supply of goods or services where the total amount in dispute, [or the amount due to be paid at the time of the dispute], is at least £250, but no more than £10,000.

The contract must have been either entered into:

- a) after the start of the first **Period of Insurance**; or
- b) before the start of the first **Period of Insurance** subject to **You** providing signed copies which confirm that the contract has been reviewed (and updated) at least once within the last 5 years and confirm that **You** are not aware of any circumstances which may lead to a claim.

### What is not insured: -

#### Claims

- a) For any **Insured Events** which occurs within 90 days of the start of the first **Period of Insurance**;
- b) For the recovery of a debt from a customer where the customer does not dispute that the money is owed to **You**;
- c) For any dispute **You** may have as a landlord or a tenant in connection with a lease or licence or tenancy agreement;
- d) For the defence of any matter which should be covered under a professional indemnity insurance;
- e) Arising from the sale, lease, service, repair or test of a motor vehicle;
- f) Arising from a dispute over a financial services product, including payments which may be due under an insurance policy;
- g) Arising from a dispute with an **Employee** or former **Employee** arising from a **Contract of Employment**;
- h) Arising from any licence or franchise agreements;
- i) Arising from adjudication or arbitration proceedings;
- j) Arising from a dispute over the purchase, sale, lease, provision, service or repair of computer hardware, software, systems or services.

## Property Damage

### What is insured

**Legal Costs and Expenses** incurred in pursuit of **Proceedings** against a third party, other than an **Employee** or former **Employee**, following an act or omission relating to material property owned by **You** which results in, physical damage to that property.

### What is not insured: -

#### Claims

- a) Arising from a contract made between **You** and a third party;
- b) Arising from a lease or tenancy agreement applying to **Your Business Premises** and disputes relating to the occupation of land or property owned by **You**, by a party or parties whose licence to occupy such property has been determined or revoked or which was never granted by or on **Your** behalf;
- c) Involving:
  - i) Goods in transit
  - ii) Goods hired or lent to third parties
  - iii) Goods at premises other than those occupied by **You**, unless they are at the premises for the purpose of installation or use in work carried out by **You**
- d) Involving a motor vehicle belonging to **You** or in **Your** possession, except whilst on **Your Business Premises**

## Property Infringement

### What is insured

**Legal Costs and Expenses** incurred by **You** in **Proceedings** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the **Business Premises**.

### What is not insured

Disputes relating to a tenancy agreement or any other lease or licence to occupy property or land.

## Tax Disputes

### What is insured

**Legal Costs and Expenses** incurred by **You** and arising directly from:

- a) **HMRC Enquiries and Disputes**
  - i) A full or aspect enquiry by **HMRC** into **Your** corporation tax return following the issue of formal notification by **HMRC**;
  - ii) Any challenge in writing by **HMRC** of the accuracy or completeness of returns submitted in accordance with the PAYE regulations following a compliance check or routine inspection undertaken by **HMRC** into the operation of PAYE;
  - iii) An enquiry conducted into the employment status of **Your Employees** under the PAYE and/or NIC Regulations or Part 2, Chapter 8 of Income Tax (Earnings and Pensions) Act 2003 (IR35).
- b) **VAT Disputes**
  - i) A dispute following a compliance check or routine inspection undertaken by **HMRC** of **Your** VAT record-keeping;
  - ii) An enquiry held under Section 60 or 61 of the VAT Act 1994 or any matters handled by the National Investigations Service of **HMRC** providing that at the culmination of such investigation it is proved that **You** were not found guilty of dishonesty, fraud or fraudulent intent.

### What is not insured: -

#### Claims

- a) Involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with by Special Civil Investigations Office, Boards Investigation Unit of any other special office of **HMRC**;
- b) Arising from or relating to attendance at a compliance and/or control review or routine inspection undertaken by **HMRC** (PAYE/NIC and/or VAT);
- c) Where deliberate miss-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities;
- d) Where **You** have failed to give **Your** business status to the relevant authorities within a statutory period;
- e) Which originate from any enquiry, investigation or dispute which existed before the first **Period of Insurance**;
- f) Involving tax or National Insurance contributions avoidance schemes;
- g) Which occurs during the first 90 days of the first **Period of Insurance**;

- h) Where **You** have failed to maintain or submit accurate, truthful and up to date records, or where returns have not been submitted within statutory time limits or requirements;
- i) Arising from a dispute as to whether an **Employee's** remuneration should fall under either PAYE or sub-contract rules;
- j) In respect of any dispute arising under the National Minimum Wage Act 1998 or the Tax Credits Act 2002;
- k) In any claim where the policyholder has adopted a tax avoidance scheme; or
- l) In respect of the preparation or rectification of self-assessment tax returns, accounts, P11Ds, P35s, VAT returns or any other statutory returns or for any professional fees incurred for the routine presentation of **Your** affairs, including the reconciliation of annual accounts with VAT returns

#### Legal Costs and Expenses:

- a) Incurred in dealing with technical or routine matters not connected with or arising out of an expression of dissatisfaction with **Your** affairs;
- b) Incurred in dealing with aspect enquiries;
- c) Incurred in dealing with any deficiencies in books, records, accounts or returns including the costs of repairing a return;
- d) Arising after **You** receive a notice telling **You** that the enquiry has been completed; or
- e) Arising from or relating to a Tax Tribunal.

#### Conditions applicable to Tax Disputes

- a) **You** must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to **HMRC** and other agencies and have made all returns and payments except those which are disputed and provided information to these bodies where applicable;
- b) **You** must contact the **Legal Expenses Helpline** as soon as possible after the **Insured Event** and comply with the advice given; and
- c) **You** or **Your Adviser** should notify **Us** by contacting the **Legal Expenses Helpline** as soon as possible if **You** receive any invitation by **HMRC** to make an offer in settlement

In respect of **HMRC** enquiries **Your Adviser** must provide a copy of the **HMRC** notice of enquiry and a copy of the return giving rise to the enquiry

## Tenant Eviction

#### What is insured

**You** are covered for **Legal Costs and Expenses** to pursue a **Legal Action** against a **Tenant** or **Guarantor** to recover possession of the **Insured Property** where the **Tenant** fails to perform his obligations set out in the **Tenancy Agreement** relating to the rightful occupation of the **Insured Property**

#### What is not insured: -

##### Claims

- a) Where the **Insured Event** occurs within the first 90 days of the **Period of Insurance** where the **Tenancy Agreement** commenced before the **Period of Insurance** unless **You** had continuous previous insurance.
- b) Where **You** fail to provide evidence that **You** successfully completed a **Tenant Reference** on the **Tenant** (and **Guarantor** if required) prior to the start of the **Tenancy Agreement** or where the **Tenancy Agreement** started more than 31 days after the **Tenant Reference**
- c) Arising from or connected to **Your** performance of **Your** obligations under the **Tenancy Agreement**
- d) Arising from dilapidations unless the missing or damaged items were contained within a **Dilapidations Inventory**
- e) Falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within the **Territorial Limits**
- f) Relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended) or any equivalent Act outside of England and Wales but within the **Territorial Limits**
- g) Where the eviction of the **Tenant** is dealt with by a notice issued by the Home Office
- h) Where the **Insured Property** is not solely residential
- i) Where the **Tenant** is not aged 18 years or over

- j) Where **You** have allowed the **Tenant** into possession of the **Insured Property** before the **Tenancy Agreement** has been signed by all parties, a **Tenant Reference** has been obtained, the first month's **Rent** and the **Deposit** have been received in cash or cleared funds and the **Dilapidations Inventory** has been signed by the **Tenant**
- k) Where **You** have failed to keep full and up to date rental records or have allowed the **Tenancy Agreement** to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with
- l) If **You** or **Your** agent gave any false or misleading information when **You** applied for the **Tenant Reference**
- m) Where the **Tenant** received a **Tenant Reference** subject to a **Guarantor** and the **Guarantor** was not correctly assigned to the **Tenancy Agreement**
- n) Where **You** are in breach of any rules, regulations or Acts of parliament relating to the **Deposit**
- o) In relation to dilapidations by the **Tenant** to the **Insured Property** or its contents where **You** have a policy of insurance that covers the dilapidations
- p) Relating to any occupant of the **Insured Property** over the age of 18, other than the **Tenant**
- q) Where **Legal Costs and Expenses** have been incurred as a result of **Your** failure to follow the advice of the **Adviser** or arising from **Your** failure to take any action recommended by **Us** or the **Adviser** to recover possession of the **Insured Property** as promptly as possible

## Criminal Prosecution

### What is insured

**You** are covered for **Legal Costs and Expenses** to defend Criminal Prosecutions brought against **You** in relation to the **Insured Property** under:

- i) The Gas Safety (Installation and Use) Regulations 1994
- ii) The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993
- iii) The Electrical Equipment (Safety) Regulations 1994

and later amending regulations or their equivalent outside of England and Wales but within the **Territorial Limits**.

**You** must take all reasonable steps to comply with the Regulations and keep evidence of compliance.

### What is not insured:-

Claims arising from something **You** have done, knowing it to be wrongful or ignoring that possibility

## Squatters Eviction

### What is insured

**You** are covered to pursue a **Legal Action** to evict anyone who is not **Your Tenant** or ex-**Tenant** from the **Insured Property** and who has not got **Your** permission to be there.

Please note, for England, Wales and Scotland, squatting is a criminal offence, therefore please contact the police in the first instance.

### What is not insured

Claims where **You** failed to properly secure the **Insured Property**.

## 7. General Exclusions

In addition to those exclusions detailed under the 'Important Conditions' section of this policy, the following exclusions apply to all sections of cover.

### 1. There is no cover for the following events:

- a) War, invasion, terrorism, piracy, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power
- b) Confiscation, destruction, requisition, nationalisation or seizure by order of the Government or public authority
- c) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- d) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component

- e) **Proceedings** alleging seepage, pollution or contamination or the breach of any statute, regulation or ordinance prohibiting or controlling emissions or effluent of any kind or arising from any enforcement action or **Proceedings** brought under or pursuant to any such statutes, regulations or ordinances
- f) Any cyberattack or any attack which, while not designated as such, derives from the misuse, illegal operation, or hacking of a computer system, device, or hardware.

**2. There is no cover where:-**

- a) **You** should have known when buying or renewing this insurance that the circumstances leading to a claim under this insurance already existed
- b) Something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Proceedings**
- c) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute
- d) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- e) **You** fail to instruct or give proper instructions to **Us** or to the **Adviser**
- f) **You** are responsible for anything which in **Our** reasonable opinion prejudices **Our** position in respect of the **Proceedings** or the success in the prosecution, defence or settlement of the **Proceedings**
- g) **You** fail to provide evidence or information reasonably required by **Us** to establish whether support can be provided under this cover
- h) In respect of the amount in excess of **Our Standard Legal Costs and Expenses**, **You** have elected to use an **Adviser** of **Your** own choice
- i) The **Insured Event** occurs outside of the **Territorial Limits**
- j) The **Cyberattack** was caused by an illegal activity **You** undertook
- k) The **Cyberattack** occurred whilst **You** and /or **Your Electronic Devices** were outside of the United Kingdom
- l) The **Cyberattack** has arisen from war or nuclear risks
- m) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- n) An estimate of **Advisers' Costs** of acting for **You** is more than the amount:
  - (i) in dispute; or
  - (ii) to restore **Your Electronic Devices**. At **Our** discretion, we may contribute towards the cost of reimbursing any outlay **You** have for restoring **Your Electronic Devices** in these instances.

**3. There is no cover for:-**

- a) Claims over loss or damage where that loss or damage is insured under any other insurance
- b) Claims made by or against **Your** insurance adviser, the **Insurer**, the **Adviser** or **Us**
- c) Any claim **You** make which is false or fraudulent or exaggerated
- d) Defending legal actions arising from anything **You** did deliberately or recklessly
- e) **Costs** if **Your** claim is part of a group claim or will be affected by or will affect the outcome of other claims
- f) **Legal Costs and Expenses:**
  - (i) Incurred in avoidable correspondence
  - (ii) Which are recoverable from a court, tribunal or elsewhere
- g) Damages, interest, fines or other penalties which **You** are ordered to pay unless provided for in this cover.
- h) The costs of an appeal unless **We** have given **Our** prior written consent to such costs being incurred.
- i) The fees of an expert witness without **Our** approval being obtained for the appointment of the expert witness and to the amount of his fees.
- j) Prior to the issue of court **Proceedings**, the legal costs and disbursements of a firm of solicitors instructed by **You** other than those of **Our** panel solicitors or their agents.

**4. There is no cover for any claim directly or indirectly arising from:-**

- a) A dispute between **You** and someone **You** live with or have lived with
- b) An application for a judicial review
- c) Defending or pursuing new areas of law or test cases

**5. There is no cover for claims:**

- a) Where **You** fail to comply with the conditions of this insurance
- b) Arising from any deliberate criminal act or omission by **You**
- c) Involving prosecutions which allege dishonesty or intentional violence
- d) Notified to **Us** outside of the **Period of Insurance**
- e) Notified to **Us** more than 180 days, or 45 days for claims relating to Tenant Eviction after the **Insured Event**
- f) For an application for a judicial review
- g) Made by or against **You** against or by **Us**

- h) Directly or indirectly caused by, contributed to or arising from:
  - (i) Subsidence or mining or quarrying activities
  - (ii) Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property
  - (iii) Secrecy or confidentiality agreements (other than claims under Employment cover) and passing off
  - (iv) Computer software except operating systems and packaged software that have not been tailored by the supplier to the customer's own requirements
  - (v) Actual, planned or proposed works by or under the order of any government or public or local authority
  - (vi) Planning law including town and country planning legislation
  - (vii) The construction of or structural alteration to buildings or parts of buildings
  - (viii) Libel or slander or malicious falsehood
- i) Where **You** act without **Our** consent or contrary to or in a manner different from **Our** advice or that of **Your Adviser**
- j) Made under this cover which do not arise from or relate to **Your** normal business as shown in the schedule
- k) Relating to prosecutions arising out of deliberate discrimination amounting to an act of unlawful discrimination
- l) Which are false or fraudulent
- m) To defend or pursue new areas of law or test cases

#### 6. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract is known as a third party. Third parties do not have any right to enforce any term of this contract unless they have a right or remedy other than by virtue of the Contracts (Rights of Third Parties) Act 1999.

**We** will not be bound by any agreement to which **We** are not a party.

#### 7. Value Added Tax

If **You** are registered for VAT, the **Insurer** will not be liable to indemnify **You** for the VAT element of any legal expenses invoices.

### 8. General Conditions

This section should be read together with the 'Important Conditions' section.

#### 1. Claims

- a) **You** must notify claims as soon as possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. For claims relating to Tenant Eviction, these must be reported within 45 days of **You** becoming aware of the incident.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings. **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court **Proceedings** or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Legal Costs and Expenses**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- c) The **Adviser** will:-
  - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
  - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
  - iii) Keep **Us** advised of **Advisers' Costs** incurred.
  - iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are accepted or rejected cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
  - vi) Attempt recovery of costs from third parties.
- d) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- e) **The Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.

- f) **You** shall supply all information requested by the **Adviser** and **Us**.
- g) **You** are responsible for all legal costs and expenses including adverse costs if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
- h) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.
- i) Where **You** are awarded any kind of monies, those are to be paid to **Us** first
- j) If **Rent** is overdue the **Tenant** and any **Guarantor** must be contacted within seven days to establish the reason for the default. If the **Rent** is not paid within a further seven days the **Tenant** and any **Guarantor** must be contacted again. If the **Tenant/Guarantor** cannot be contacted, and it is lawful to do so, **You** or **Your** agent must serve notice of a requirement to undertake an inspection in accordance with **Your** rights within the **Tenancy Agreement** and visit the **Insured Property**. **You** should seek legal advice if **You** are unsure that such an inspection is lawful.
- k) And **Your** agent must act promptly to gain vacant possession of the **Insured Property** and recover **Rent** arrears.
- l) In the event of a claim **You** or **Your** agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **Tenant** has vacated the **Insured Property**.
- m) **You** and/or **Your** agent must attend any court hearing in relation to an **Insured Event** if requested to do so by **Us** or the **Adviser**. Failure to attend will result in all cover under this insurance being withdrawn with immediate effect and no further claim payments being made.
- n) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.
- o) **We**, on behalf of **Insurers** have the right under subrogation to pursue **Legal Action** against the **Tenant** or any **Guarantor** to recover **Rent** and **Advisers' Costs**.

## 2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

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

## 3. Proportionality

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

## 4. Disputes

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

## 5. Disclosure

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

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known

## 6. Fraud

In the event of fraud **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

## 7. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy or primary insurance policy, or would have been covered if this policy did not exist, **We** will only pay in excess of any other cover.

## 8. Cancellation

**You** may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance.

**We** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

**We** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

## 9. Privacy and Data Protection Notice

### a) Data Protection

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

### b) How We Use Your Personal Data and Who We Share it With

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

### c) Sensitive Personal Data

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

### d) Disclosure of Your Personal Data

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

### e) Your Rights

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

### f) Retention

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

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

## 10. English Law and Language

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

## 9. Customer Service

**Our** aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly. If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if **You** are not satisfied with the delay **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us**. Further information about the service and eligibility is available at <http://www.financial-ombudsman.org.uk>.

### Our contact details are:

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

### The Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Tel 08000 234 567  
Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### Compensation

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** or the **Insurer** are unable to meet their obligations, **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements and eligibility is available at <http://www.fscs.org.uk/>



Modus is a trading name of Modus Underwriting Limited. Registered 9269358.  
Registered Address: 9<sup>th</sup> Floor, 40 Leadenhall Street, London, EC3A 2BJ.  
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For more information on the Financial Conduct Authority, visit <http://www.fca.org.uk/>