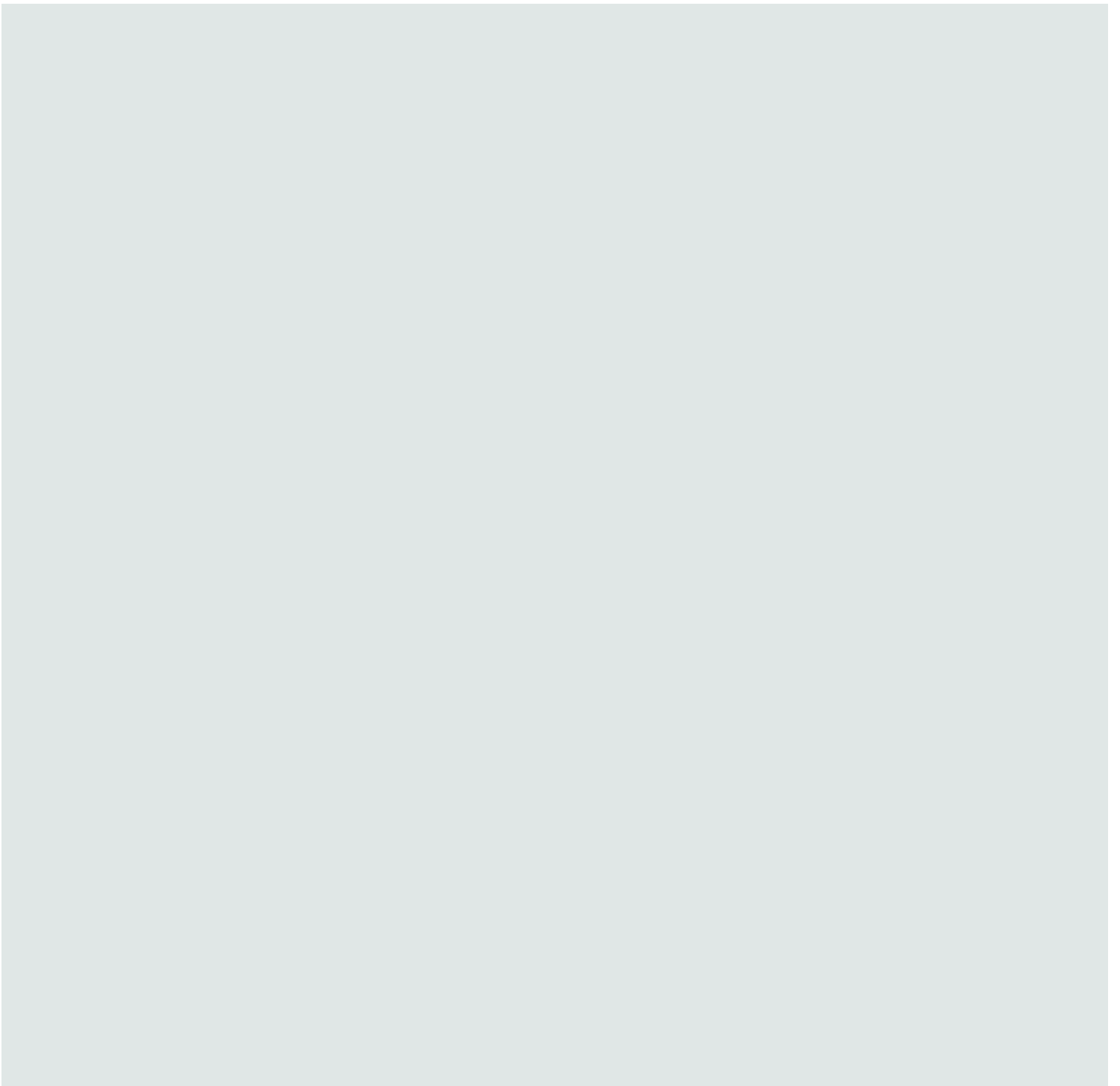




Zurich Residential Lets

Policy document



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Your insurance policy

Information relevant to the entire policy

Cover under this policy (with the exception of Landlord's Legal Expenses) is underwritten by Zurich Insurance plc and administered and serviced by Broker Direct.

The Landlord's Legal Expenses section is underwritten by DAS Legal Expenses Insurance Company Limited (DAS) and administered and serviced by Broker Direct.

Your policy is an agreement between you (the person shown in your schedule as the person insured) and **us** (Zurich Insurance plc for **Buildings** and **Landlord's Business Contents** and DAS for Landlord's Legal Expenses). It is only valid if you pay the premium.

Your most recent statement of facts sets out the information **we** were given when **we** agreed to provide you with the cover and terms of the policy.

Your policy provides cover for the sections and period of insurance shown in your schedule. You must read your policy, schedule, statement of facts and any specifications or endorsements as one single contract. Please read all documents to make sure the cover provided meets your needs. If this is not the case, please contact your insurance advisor as soon as possible.

You must tell **us** immediately if any of your information is incorrect or changes. If **we** have wrong information this may result in an increased premium and/or claims not being paid in full, or your insurance may not be valid and claims will not be paid.

You should keep a record (including copies of letters) of all information supplied to **us** in connection with this insurance.

The conditions and exclusions that apply to all sections of your policy are shown on pages 13 to 15. Please make sure that you read these as well as the cover shown in each section.

Your cancellation rights

If you decide that you do not want to accept the policy (or any future renewal of the policy by **us**) tell your insurance advisor of your decision, in writing or by phone using the contact details provided on the covering letter, within 14 days of receiving the policy (or for renewal, within 14 days of your policy renewal date). If no claims have been made **we** will refund the premium you have paid. If a claim is made **we** will charge you for the days **we** have been on cover (applying a minimum premium of £15 plus insurance premium tax) and then refund the remainder of the premium you have paid. Please see Condition 8 for full details of all cancellation conditions and charges.

Definitions

Certain words have specific meanings when they appear in this policy. These meanings are shown below or in the section where they apply. They are printed in bold type.

Domestic employee – domestic staff, cleaner, gardener, caretaker, or any occasional employee undertaking repairs or decorations in connection with the **buildings** covered by this policy, employed by you.

Excess – the first amount of any claim for which you are responsible.

(If **we** pay a claim for the same cause happening at the same time under more than one of the **Buildings** or **Landlord's Business Contents** sections, **we** will only take off one **excess**. This will be the highest **excess** shown in your schedule for the sections concerned).

Garden – the flowerbeds, lawns, plants, shrubs or trees, ornaments or statues in the **garden** within the boundaries of the **buildings**.

Insured property – the let domestic property consisting of individual:

- houses
- bungalows
- maisonettes

Unoccupied/Unoccupancy – if the **insured property** is either:

- not lived in by you, a tenant, or a person you have authorised;
- or
- without enough furniture for normal living purposes

Vehicles and craft – any electrically or mechanically powered vehicles, caravans, trailers, watercraft including surfboards, land windsurfing vehicles, hovercraft, aircraft, all-terrain vehicles or quad bikes (other than domestic gardening equipment).

We/Us/Our – Zurich Insurance plc under the **Buildings** and **Landlord's Business Contents** sections.

DAS Legal Expenses Insurance Company Limited under the Landlords Legal Expenses section only.

Section 1 – Buildings

Buildings are:

- the main structure of the **insured property** shown in your schedule, including its permanent fixtures and fittings if they are your property;
- domestic outbuildings, private garages, including garages on nearby sites that form part of the **insured property** shown on the schedule;
- ornamental ponds or fountains, swimming pools and tennis courts;
- central-heating fuel tanks, cesspits and septic tanks;
- fences, gates, hedges, lampposts, railings and walls;
- drives, paths, patios and terraces;

but not satellite television-receiving equipment or television and radio aerials.

A – The perils covered

The **buildings** are insured against loss or damage caused by the following:

1 Fire, Explosion, Lightning, Earthquake or Smoke

What you are not insured for:

- the **excess** as stated in the schedule.

2 Riot, Civil Commotion, Violent Disorder, Strikes, Labour Disturbances, Malicious Persons or Vandals.

What you are not insured for:

- the **excess** as stated in the schedule.
- loss or damage when the **insured property** is **unoccupied** for more than 60 consecutive days. (See also condition 7 within 'Conditions which apply to the whole of your policy').
- the first £2,500, in total of loss or damage occasioned by the tenant or others lawfully on, in or about the **insured property**.

3 Aircraft, other aerial devices and anything falling from them.

What you are not insured for:

- the **excess** as stated in the schedule.

4 Storm or flood

What you are not insured for:

- the **excess** as stated in the schedule.
- loss or damage caused by frost.
- loss or damage to gates, fences, hedges and railings.
- loss or damage caused only by a change in the water table.

5 Subsidence or Heave of the site on which the **buildings** stand, or Landslip

What you are not insured for:

- the first £1,000 of each claim.
- loss or damage from the coast or a river bank being worn away.
- when the main structure of the **insured property** shown in the schedule, private garages or domestic outbuildings are not damaged.
- loss or damage to the solid floor slabs, unless the foundations of the load-bearing walls are damaged at the same time by the same cause.
- from settlement, shrinkage or expansion, demolition, faulty workmanship or faulty design.

6 Escape of water from the domestic fixed water system, heating installation, dishwasher, washing machines or water mains

What you are not insured for:

- the **excess** as stated in the schedule.
- loss or damage when the **insured property** shown in the schedule is **unoccupied** for more than 60 consecutive days. (See also condition 7 within 'Conditions which apply to the whole of your policy').
- loss or damage to the system or apparatus from which the water has escaped.

7 Theft or attempted theft

What you are not insured for:

- the **excess** as stated in the schedule.
- loss or damage when the **insured property** shown in the schedule is **unoccupied** for more than 60 consecutive days. (See also condition 7 within 'Conditions which apply to the whole of your policy').
- the first £2,500, in total of loss or damage occasioned by the tenant or others lawfully on, in or about the **insured property**.
- loss if caused by deception.

8 Collision by **vehicles** or animals

What you are not insured for:

- the **excess** as stated in the schedule.
- loss or damage caused by domestic pets or animals.

- 9 Falling receiving aerials, satellite dishes, their fittings or masts

What you are not insured for:

- the **excess** as stated in the schedule.
- loss or damage to the aerial fitting, mast or dish.

- 10 Escape of oil from any fixed domestic heating installation.

What you are not insured for:

- the **excess** as stated in the schedule.
- loss or damage when the **insured property** shown in the schedule is **unoccupied** for more than 60 consecutive days. (See also condition 7 within 'Conditions which apply to the whole of your policy').
- loss or damage to the apparatus from which the oil has escaped.

- 11 Falling trees or branches

What you are not insured for:

- the **excess** as stated in the schedule.
- damage to gates or fences, hedges and railings.
- damage caused by felling, lopping or topping.
- the cost of removal if the fallen tree has not damaged the **insured property**.

- 12 Accidental damage (this is an optional extension, and the cover only applies when confirmed on the schedule)

What you are not insured for:

- the **excess** as stated in the schedule.
- the costs of maintenance or normal redecoration.
- loss or damage due to settlement, shrinkage or expansion.
- loss or damage caused by wear and tear, depreciation, rot, fungus, mildew, insects, vermin, domestic pets, damp, rust, corrosion, atmospheric or climatic conditions, frost, scratching or denting, the effect of light or any other gradually operating cause.
- loss or damage due to faulty workmanship, defective design or the use of defective materials.
- loss or damage caused by a person you employ to carry out maintenance or repair work.
- loss or damage specifically excluded elsewhere under Section 1 **buildings**.

B – Additional Cover

1 Underground Services

Accidental damage to underground services supplying the **buildings** for which the insured is responsible including the cost of breaking into and repairing the pipe between the main sewer and the **buildings** following a blocked pipe.

What you are not insured for:

- the **excess** as stated in the schedule.

2 Glass

Accidental breakage of fixed glass in the walls, doors and roofs including double glazing, sanitary fixtures and fittings, and fixed ceramic hobs in the **buildings**.

What you are not insured for:

- the **excess** as stated in the schedule.
- loss or damage when the **insured property** shown in the schedule is **unoccupied** for more than 60 consecutive days. (See also condition 7 within 'Conditions which apply to the whole of your policy').
- loss or damage to tiles.

3 Water and Heating Installations

Damage to any fixed domestic water or heating installation caused by freezing.

What you are not insured for:

- the **excess** as stated in the schedule.
- loss or damage when the **insured property** shown in the schedule is **unoccupied** for more than 60 consecutive days. (See also condition 7 within 'Conditions which apply to the whole of your policy').
- loss or damage resulting from rusting, corrosion or general wear and tear.

4 Loss of Rent or Alternative Accommodation

Loss of rent receivable or payable including up to 2 years' ground rent or reasonable additional expenses of comparable alternative accommodation if the **insured property** shown in the schedule is rendered uninhabitable as a result of damage insured by this section but only for the period necessary and reasonable for reinstatement.

What you are not insured for:

- any amount in excess of 20% of the sum insured on the **buildings**.

- alternative accommodation costs, ground rent or rent payable to you relating to any portion of the **buildings** not used solely as domestic accommodation.

5 Replacement of Locks and Keys

The reasonable cost of replacing keys and locks to any external door following the theft of their keys.

What you are not insured for:

- the **excess** as stated in the schedule.
- any amount in excess of £250.
- keys and locks of any garage, outbuilding, shop, office, store or similar pertaining to the **buildings**.

6 Accidental Loss of Oil and Metered Water

We will pay for accidental and sudden loss of domestic heating oil and metered water.

What you are not insured for:

- the **excess** as stated in the schedule.
- any amount in excess of £500.

7 Water Damage Tracing Costs

We will pay up to £5,000 for the cost of removing and then repairing, replacing or reinstating any part of the **buildings** when this is necessary to find the source of a water leak from any fixed water appliance, pipe or tank that is causing damage to the **buildings**.

8 Landscaped Gardens

We will pay for loss or damage to landscaped **gardens** through the actions of emergency services while attending the **insured property** to deal with an emergency included within the cover provided for this policy.

What you are not insured for:

- the **excess** as stated in the schedule.
- any amount in excess of £1000.

9 Additional Expenses

The undernoted costs necessarily incurred in reinstatement as a result of damage insured by this section.

a) Architects', surveyors', engineers', and legal fees.

What you are not insured for (a):

- expenses incurred in preparing any claim under this policy.

b) The cost of clearing debris from the site or demolishing or shoring up or boarding up any part of the **buildings**.

c) Extra costs incurred in order to comply with government or local authority requirements.

What you are not insured for (c):

- any costs for complying with requirements notified before the damage occurred.

10 Re-letting Costs

We will pay for the necessary and reasonable costs in re-letting the **buildings** following damage by an insured event which renders the **buildings** uninhabitable. The most we will pay is £500 for any one event.

11 Emergency Access

We will pay the costs incurred following damage to the **buildings** caused by the police or persons acting under their control in gaining access to the **buildings** as a result of concern for the welfare of the resident. The most we will pay for any event is £1,000. We will not pay any cost incurred following damage caused by the police in the course of criminal investigations.

12 Removal of Nests

We will pay the cost of removing wasps' or bees' nests from the **buildings**. The most we will pay for any one claim is £500.

We will not pay the costs of removing nests already in the **buildings** before **buildings** cover was provided under this policy.

13 Your Legal Liability to Others

We cover your legal liability:

- as owner or occupier of the **buildings** and their land, and as owner of the **landlord's business contents**.
- resulting from you previously owning any private property under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975; to compensate others if, following an accident during the period of insurance, someone dies, is injured, falls ill or has their property damaged.

The most we will pay for any claim (or claims) arising from one cause, including costs and legal expenses agreed by us is £2,000,000, or any higher amount shown on the schedule.

What you are not insured for:

We will not pay if the liability arises from:

- the death, injury or illness of you, or your **domestic employees**;
- loss or damage to any property that you, or your **domestic employees** own or are responsible for;
- a contract that says you, or your **domestic employees** are liable for something which you or they would not otherwise have been liable for;
- your business or profession other than as owner of the **insured property** shown in the certificate of insurance or property schedule;
- owning or using **vehicles or craft**;
- any animal;
- you, or your **domestic employees** passing on any illness or virus;
- occupation or ownership of any land or building not shown in your certificate of insurance or property schedule.

14 Your Liability for Accidents to Domestic Employees

We cover you for any legal liability you have as owner of the property to compensate your **domestic employees** if, following an accident during the period of insurance, and in the course of their employment by you, any of your **domestic employees** dies, is injured or falls ill. The most we will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by us, is £10,000,000 for an accident to your **domestic employees**.

We will not pay if the liability arises from injury to any **domestic employee** when the **domestic employee** is:

- carried in or upon any motor vehicle
- entering or getting into or alighting from a motor vehicle in circumstances where Road Traffic legislation requires Insurance or security. This will not apply to injury to any **domestic employee** who at the time the injury occurs is the driver of a motor vehicle or is the person in charge of the motor vehicle for the purposes of driving provided there is no other insurance covering the injury.

- tree felling or lopping
- window cleaning, painting or similar operations carried out from cradles and/or hoists.
- providing, erecting, dismantling of or working from scaffolding.
- demolishing, erecting or structurally altering or adding to, new or existing **buildings**.
- working at heights greater than three metres or depths greater than one metre.
- in your pursuit or exercise of any trade, calling or profession other than the business of landlord.

Special Provisions to Section 1 – Buildings

1 Automatic Reinstatement of Cover following a loss.

The sum insured on **buildings** will not be reduced following payment of a claim.

2 Contracting purchaser.

If at the time of a claim you have contracted to sell your interest in the **buildings**, the buyer will have the benefit of this policy as long as the purchase is completed.

Section 2 – Landlord’s Business Contents

Landlord’s business contents are:

- furniture;
- carpets;
- furnishings;
- household goods including audio, hi-fi, television, telecommunication or video equipment satellite television-receiving equipment or television and radio aerials but not mobile phones.

provided that they:

- belong to you or you are legally responsible for them;
- are contained in the **insured property**;
- are provided by you for the use of your tenant or for use in connection with the maintenance of the **insured property**.

Landlord’s business contents are not:

- **vehicles and craft** and their accessories;
- deeds and documents;
- documents and certificates showing ownership of shares, bonds and other financial investments;
- animals;
- any part of the structure, decorations or permanent fixtures and fittings;
- items you have more specifically insured by this or any other policy;
- tenant’s property;
- cash, cheques, postal or money orders, postage stamps, saving stamps, savings certificates or bonds, travel tickets, luncheon vouchers, phone cards, mobile phone vouchers, reward vouchers or gift tokens;
- property in the open;
- any articles of gold, silver or other precious metal, jewellery, watches, furs, pictures or other works of art, collections of stamps or coins;
- clothing and articles of a strictly personal nature likely to be worn used or carried, sports equipment and bicycles.
- mobile phones.

A – The perils covered

The **landlord’s business contents** are insured against loss or damage whilst in the **insured property** caused by the following:

1 Fire, Explosion, Lightning, Earthquake or Smoke

What you are not insured for:

- the **excess** as stated in the schedule.

2 Riot, Civil Commotion, Violent Disorder, Strikes, Labour Disturbances, Malicious Persons or Vandals

What you are not insured for:

- the **excess** as stated in the schedule.
- loss or damage when the **insured property** is **unoccupied** for more than 60 consecutive days. (See also condition 7 within ‘Conditions which apply to the whole of your policy’).
- the first £2,500 in total of loss or damage occasioned by the tenant or others lawfully on, in or about the **insured property**.

3 Aircraft, other aerial devices and anything falling from them.

What you are not insured for:

- the **excess** as stated in the schedule.

4 Storm or flood

What you are not insured for:

- the **excess** as stated in the schedule.
- loss or damage caused by frost.
- loss or damage to **landlord’s business contents** in the open.

5 Subsidence or Heave of the site on which the **buildings** stand, or Landslip

What you are not insured for:

- the **excess** as stated in the schedule.

6 Escape of water from the fixed domestic water system, heating installation, dishwasher, washing machines or water mains

What you are not insured for:

- the **excess** as stated in the schedule.
- loss or damage when the **insured property** is **unoccupied** for more than 60 consecutive days. (See also condition 7 within ‘Conditions which apply to the whole of your policy’).
- loss or damage to the system or apparatus from which the water has escaped.

7 Theft or attempted theft

What you are not insured for:

- the **excess** as stated in the schedule.
- loss or damage when the **insured property** is **unoccupied** for more than 60 consecutive days. (See also condition 7 within 'Conditions which apply to the whole of your policy').
- the first £2,500 in total of loss or damage occasioned by the tenant or others lawfully on, in or about the **insured property**.
- loss of or damage to property in outbuildings or garages.
- loss by deception unless it is only entry which is gained by deception.
- loss of **landlord's business contents** in the open.

8 Collision by vehicles or animals

What you are not insured for:

- the **excess** as stated in the schedule.
- loss or damage caused by domestic pets or animals.

9 Falling receiving aerials, satellite dishes, their fittings or masts

What you are not insured for:

- the **excess** as stated in the schedule.

10 Escape of oil from any fixed domestic heating installation

What you are not insured for:

- the **excess** as stated in the schedule.
- loss of the oil itself.
- loss or damage when the **insured property** is **unoccupied** for more than 60 consecutive days. (See also condition 7 within 'Conditions which apply to the whole of your policy').
- loss or damage to the system or apparatus from which the oil has escaped.

11 Falling trees or branches

What you are not insured for:

- the **excess** as stated in the schedule.
- damage caused by felling, lopping or topping.

B – Additional Cover

1 Mirrors and Glass

Accidental breakage of mirrors, glass and ceramic hobs or fixed glass in furniture and domestic appliances in the **insured property**. Glass in television or audio equipment.

What you are not insured for:

- the **excess** as stated in the schedule.
- light fittings.
- damage when the **insured property** is **unoccupied** for more than 60 consecutive days. (See also condition 7 within 'Conditions which apply to the whole of your policy').

C – Optional cover

This cover only applies if shown on the policy schedule

1 Accidental Damage to the landlord's business contents.

What you are not insured for:

- **landlord's business contents** over 5 years old
- the **excess** as stated in the schedule.
- the costs of maintenance or normal redecoration.
- loss or damage specifically excluded elsewhere under Section 2 **landlord's business contents**.
- loss or damage to audio, hi-fi, television, telecommunication, video equipment, satellite television-receiving equipment or television and radio aerials designed to be portable, when being transported or moved.

Special provisions to Section 2 – Landlord's Business Contents

1 Automatic reinstatement of cover following a loss.

The sum insured on **landlord's business contents** will not be reduced following payment of a claim.

Section 3 – Landlord’s Legal Expenses

Cover under this section is underwritten by DAS Legal Expenses Insurance Company Limited and administered and serviced by Broker Direct.

Your schedule will indicate if you have selected this cover.

Your cover includes access to our helpline which will give you confidential legal advice over the phone 24 hours a day, 365 days a year (during the period of insurance) on any personal tax problem under UK law, or any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway. We may send information to legal advisors in these countries.

To make sure that you get the most from your Landlord’s Legal Expenses cover, please take time to read the policy that explains the contract between you and us. If you have any questions or would like more information, please contact your insurance adviser.

Your policy only covers you if you have paid your premium. We agree to provide the insurance in this policy, keeping to the terms, conditions and exclusions as long as:

- (a) the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**;
and
- (b) any legal proceedings will be dealt with by a court, or other body which we agree to in the **territorial limit**;
and
- (c) in civil claims it is always more likely than not that you will recover damages (or other legal remedy) or make a successful defence.

Definitions

Words that have special meanings are defined on page 3 and below.

The following definitions apply only to the Landlord’s Legal Expenses section.

1 You, your

The policyholder named in the policy schedule.

2 Your property

The property you have told us about as described in your policy schedule.

3 Appointed lawyer

The lawyer, or other suitably qualified person, who has been appointed to act for you under Condition 2 of this section.

4 Costs and expenses

Legal Costs – All reasonable and necessary costs charged by the **appointed lawyer** on a standard basis. Also the costs incurred by opponents in civil cases if you have to pay them, or pay them with our agreement.

Attendance Expenses – Your salary or wages for the time that you are off work to attend any arbitration, court or tribunal hearing at the request of the **appointed lawyer** or while attending jury service. We will pay for each half or whole day that the court, tribunal or your employer will not pay for.

The amount we will pay is based on:

- the time you are off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is 8 hours.
- If you work full time, the salary or wages for each whole day equals 1/250th of your yearly salary or wages;
- If you work part-time, the salary or wages will be a proportion of your weekly salary or wages.

5 Hotel expenses

Up to £75 a day to cover the cost of accommodation for a maximum of 30 days.

6 Territorial limit

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

7 Period of insurance

The period for which we have agreed to cover you and for which you have paid the premium.

8 Date of occurrence

The date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same originating cause, then the **date of occurrence** is the date of the first of these events.

Insured incidents we will cover

We will negotiate for the following.

- 1 **Your** legal rights after an event which causes physical damage to **your property**. The amount in dispute must be more than £1,000.
- 2 **Your** legal rights in trying to get possession of **your property** that **you** have let under either:
 - an assured shorthold tenancy;
 - a short assured tenancy; or
 - an assured tenancy.

These are all defined by the Housing Act 1988 or the Housing (Scotland) Act 1988 or any equivalent legislation in Northern Ireland, the Isle of Man or the Channel Islands.

You must be trying to get possession under:

- Schedule 2, Part 1 (grounds 1 to 8) of the Housing Act 1988; or
- Schedule 5, Part 1 (grounds 1 to 8) of the Housing Act (Scotland) 1988; or
- Any equivalent legislation in Northern Ireland, the Isle of Man or the Channel Islands.

You must give the tenant the correct notices telling him or her that **you** want possession of **your property**.

- 3 **Your** legal rights in trying to get possession of **your property** if **you** have let **your property** and **you** live in **your property** as the landlord.
- 4 **Your** legal rights to evict anyone in **your property** who has not got **your** permission to be there.
- 5 **Your** legal rights to recover any rent **your** tenant owes to **you** for **your property**.

Cover includes the reasonable costs **we** incur in appointing an agent to trace **your** tenant where **we** deem there to be good prospects of a recovery from the tenant.

- 6 To defend **your** legal rights if an event arising from **you** letting **your property** leads to **you** being prosecuted in a criminal court.

For all **insured incidents** **we** will help in appealing or defending an appeal.

If an **appointed lawyer** is used, **we** will pay the **legal costs** for this.

We will pay **hotel expenses** while **you** try to get a possession order for **your property** so **you** can live in it.

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000.

- 7 **Your** legal rights in a civil action and/or arrange mediation if **you** have a dispute about land with a person who owns or occupies land next to **your property**. An **excess** of £250 applies in respect of any claim. This is payable as soon as **we** accept the claim.

Exclusions that apply to the Landlord's Legal Expenses section only

- 1 Any claim reported to **us** more than 90 days after the date **you** should have known about the **insured incident**.
- 2 Any **legal costs** that are incurred before **we** agree to pay them.
- 3 Any disagreement with **your** tenant when the **date of occurrence** is within the first 90 days of the first **period of insurance** and the tenancy agreement started before the start of the policy.
- 4 Any disagreement with any person other than **your** tenant or someone in **your property** without **your** permission to be there if **your property** is part of a **building** which contains 3 or more apartments or flats.
- 5 Any claim relating to registering rents, reviewing rents, buying the freehold of **your property** or any matter which relates to rent tribunals, rates tribunals, land tribunals or rent assessment committees unless **you** are defending an action brought against **you** by **your** tenant.
- 6 Any claim to do with someone legally taking **your property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your property** by any government or public or local authority unless the claim is for accidental physical damage to **your property** caused by any of the above.
- 7 Any claim relating to any work done by any government or public or local authority unless the claim is for accidental physical damage to **your property** caused by any of the above.
- 8 Any claim relating to subsidence, mining or quarrying.
- 9 Any claim relating to the settlement payable under an insurance policy.
- 10 Applications for a judicial review.
- 11 Fines, damages or other penalties which **you** are ordered to pay by a court or other authority.

12 Any disagreement with **us** that is not in Condition 7 of this section.

13 Any legal action **you** take which **we** or the **appointed lawyer** have not agreed to or where **you** do anything that hinders **us** or the **appointed lawyer**.

Conditions that apply to the Landlord's Legal Expenses section only

1 **You** must:

- (a) keep to the terms and conditions of this section;
- (b) try to prevent anything happening that may cause a claim;
- (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
- (d) send everything **we** ask for, in writing;
- (e) give **us** full details of any claim as soon as possible and give **us** any information **we** need.

2 (a) **We** can take over and conduct, in **your** name, any claim or legal proceedings at any time before an **appointed lawyer** is appointed.

We can negotiate any claim on **your** behalf.

(b) If **we** agree to start legal proceedings, or if there is a conflict of interest, **you** can choose an **appointed lawyer** by sending **us** the lawyer's name and address.

We may choose not to accept the choice of lawyer, but only in exceptional circumstances.

If there is a disagreement over the choice of **appointed lawyer**, another lawyer can be appointed to decide the matter (see Condition 7 of this section).

- (c) Before **you** choose a lawyer, **we** can appoint an **appointed lawyer**.
- (d) An **appointed lawyer** will be appointed by **us** and represent **you** according to **our** standard terms of appointment. The **appointed lawyer** must co-operate fully with **us** at all times.
- (e) **We** will have direct contact with the **appointed lawyer**.
- (f) **You** must co-operate fully with **us** and with the **appointed lawyer** and must keep **us** up-to-date with the progress of the claim.
- (g) **You** must give the **appointed lawyer** any instructions that **we** ask for.

3 (a) **You** must tell **us** if anyone offers to settle a claim.

(b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **legal costs**.

(c) **You** must not negotiate or agree to settle a claim without **our** approval.

(d) **We** may decide to pay **you** the amount of damages that **you** are claiming or is being claimed against **you** instead of starting or continuing legal proceedings.

4 (a) If **we** ask, **you** must tell the **appointed lawyer** to have **costs and expenses** taxed, assessed or audited.

(b) **You** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.

5 If an **appointed lawyer** refuses to continue acting for **you** or if **you** dismiss an **appointed lawyer**, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed lawyer**.

6 If **you** stop a claim without **our** agreement, or do not give suitable instructions to an **appointed lawyer**, the cover **we** provide will end at once.

7 If **we** cannot agree with **you** about the choice of **appointed lawyer**, or about the handling of a claim, **we** can both agree to choose another lawyer to decide the matter. **We** must both agree to this in writing. If **we** cannot agree with **you** about the choice of the second lawyer, **we** will ask the president of a relevant national law society to choose a lawyer. Whoever loses the disagreement will have to pay the costs of settling it.

8 **We** can cancel this section at any time as long as **we** tell **you** at least 21 days beforehand.

You can cancel this section at any time as long as **you** tell **us** at least 21 days beforehand.

9 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section of cover did not exist.

10 This section will be governed by English law.

Conditions and exclusions which apply to the whole of your policy

Additional section conditions and exclusions may apply. Please refer to the individual sections of the policy for details.

Conditions

- 1 You must do all you reasonably can to prevent and reduce any costs, loss, damage or injury.
- 2 You must tell **us** about any insurance related incidents of loss, damage (such as fire, water damage, theft or an accident) or liability as soon as possible whether or not they give rise to a claim. You must give **us** all the information and help **we** may need. **We** will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by your policy, including proceedings for recovering any claim payments.
- 3 You must report any loss, theft, attempted theft or malicious damage to the police immediately.

4 Fraud

If you or anyone acting on your behalf have intentionally concealed or misrepresented any information or circumstance that you had a responsibility to tell **us** about, or engaged in any fraudulent conduct, or made any false statement relating to this insurance, **we** will:

- void the policy in the event of any fraud which occurred during the application process, which means **we** will treat the policy as if it had never existed; or
- terminate the policy with effect from the date of any fraud which occurred during the period of insurance;

and in either case, **we** will:

- not return to you any premium paid;
 - not pay any fraudulent claim or a claim which relates to a loss suffered after any fraud;
 - seek to recover any money from you for any claim **we** have already paid which is later established as invalid, including the amount of any costs or expenses **we** have incurred;
 - inform the police, other financial services organisations and anti-fraud databases, as set out under the Important Notes section headed 'Fraud prevention and detection' in your statement of facts.
- 5 If any claim is covered by any other insurance, **we** will not pay for more than **our** share of that claim.

6 Your duty to check information and tell us of any changes

It is important you check your most recent statement of facts as this sets out the information **we** were given when **we** agreed to provide you with the cover and the terms of your policy.

Although **we** may undertake checks to verify your information, you must take reasonable care to ensure all information provided by you or on your behalf is accurate and complete.

You must tell **us** immediately if any of your information is incorrect or changes. If **we** have wrong information this may result in an increased premium and/or claims not being paid in full, or your insurance may not be valid and claims will not be paid. If in doubt about any information please contact **us** as soon as possible.

Changes to information **we** need to be informed of include, but are not limited to, these situations:

- if the **insured property** becomes **unoccupied** for more than 60 days;
- a change in the tenancy agreement or type of tenants (stated under 'Additional information' in the statement of facts);
- if you have a conviction, pending prosecution or a police caution for any offence other than driving offences;
- if the insured property has evidence of cracking which may be due to subsidence, heave or landslip;
- if you have more than 5 properties for private letting, more than 3 employees or an annual wage roll of over £15,000 in relation to ownership of these properties;
- a change in ownership of the **insured property** (e.g. to company ownership);
- if the **insured property** is not in a good state of repair;
- if the **insured property** is undergoing structural alteration, structural repair, restoration or renovation.

Any changes, if accepted by **us**, will apply from the date indicated on your updated schedule. In this case **we** will be entitled to vary the premium and terms for the rest of the period of insurance.

If the changes are unacceptable to **us** and **we** are no longer able to provide you with cover, **we** or you can cancel your policy, as set out under Condition 8.

If you have given us inaccurate information this can affect your policy in one or more of the following ways:

- 1) If we would not have provided you with any cover we will have the option to:
 - a. void the policy, which means we will treat it as if it had never existed and repay the premium paid; and
 - b. seek to recover any money from you for any claims we have already paid, including the amount of any costs or expenses we have incurred.
 - 2) If we would have applied different terms to your cover, we will have the option to treat your policy as if those different terms apply.
 - 3) If we would have charged you a higher premium for providing your cover, we will have the option to charge you the appropriate additional premium to be paid in full.
- 7 When the insured property is unoccupied for a period of longer than 7 days between 1st October and 31st March the following year, the central heating system (where installed) must be kept working to maintain a temperature of no less than 10 degrees centigrade failing which the water must be turned off at the mains and the water system completely drained. If you fail to comply with this condition, you are not insured for the following:

Buildings section: A – Perils 6, 10 and 12 (if optional accidental damage cover applies);

Buildings section: B – Additional cover 3 (Water and heating installations);

Landlord's business contents section: A – Perils 6, 10; and

Landlord's business contents section C – Optional cover 1 (if accidental damage cover applies).

In addition, during periods of unoccupancy, the insured property must be inspected at least once in every 14 days by a responsible person acting on behalf of you and any faults discovered remedied immediately. If you fail to comply with this condition you are not insured for the following:

Buildings section: A - Perils – 2, 6, 7, 10 and 12 (if optional accidental damage cover applies);

Buildings section: B – Additional cover 2 (Glass) and 3 (Water and heating installations);

Landlord's business contents section: A – Perils 2, 6, 7, 10;

Landlord's business contents section: B – Additional cover 1 (Mirrors and glass); and

Landlord's business contents section: C – Optional cover 1 (if accidental damage cover applies).

- 8 We may cancel your policy where there is a valid reason for doing so by giving you seven days notice in writing to your last known address. We will refund any premium which may be due to you in accordance with the terms of this condition. Valid reasons may include but are not limited to:
- If you advise us of a change of risk under your policy which we are unable to insure;
 - Where you fail to respond to requests from us for further information or documentation;
 - Where you have given incorrect information and fail to provide clarification when requested;
 - The use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers, by you or any person acting on your behalf.

You have the right to cancel your policy at any time by contacting your insurance advisor.

If the policy is cancelled, either by you or us, within 14 days of you receiving it (or for renewals, within 14 days of your policy renewal date), if no claims have been made we will refund the premium you have paid. If a claim is made we will charge you for the days we have been on cover (applying a minimum premium of £15 plus Insurance Premium Tax). The balance of the premium will be returned to you.

If the policy is cancelled, either by you or us, after 14 days of you receiving it (or for renewals, after 14 days of your policy renewal date), we will charge you on a pro rata basis for the time we have been on cover.

Where either you or we cancel your policy and you pay under a credit agreement arranged by Broker Direct Plc, you authorise the cancellation of your credit agreement.

If you fail to pay your premium we may cancel the policy and refuse your claim or take the balance of any outstanding premium due to us from any claim payment we make to you. This may mean that we fulfil our obligations to any claims against your policy by a third party but seek full recovery of any payments made under your policy directly from you. This may include the instruction of solicitors or other recovery agents.

- 9 No cooking is to be undertaken inside any part of the building insured by this policy other than in such areas which have been constructed and equipped as domestic kitchens.

10 You must comply with manufacturers' recommendations, all appropriate statutory requirements and other regulations relating to:

- the safety, use and inspection of the **insured property**;
- all gas or electrical appliances and installations; and
- the safety of persons.

11 No portable heating appliances, other than portable electric heaters where there are no visible heating elements, are to be used in any part of the **insured property**.

12 Any increase in the risk of damage due to any act or neglect of any mortgagor, leaseholder, lessee or occupier of any **buildings** will not prejudice the interest of any mortgagee, freeholder or lessor provided the increase in risk is without their prior knowledge or authority and **we** are notified immediately they become aware of the increase in risk and pay any additional premium.

13 A person or company who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999

Or

Any subsequent legislation to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

14 English Law will apply to the Landlord's Legal Expenses cover under this policy. The rest of your policy is governed by the law that applies to where you reside within the United Kingdom, Channel Islands or Isle of Man. If there is any disagreement about which law applies, English law will apply, in which case you agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, **we** will communicate to you in English.

15 If you pay the premium to **us** using the Direct Debit instalment scheme **we** will have the right to renew the policy each year and continue to collect premiums using this method. **We** may vary the terms of the policy (including the premium) at renewal. **We** will not renew the policy if you tell **us** before the next renewal date. **Our** right to renew this policy does not affect your cancellation rights detailed elsewhere on page 3 and condition 8 of the policy.

Exclusions

We will not pay for the following.

- 1 Any reduction in value.
- 2 Any loss which happens as an indirect result of an event for which you are insured.
- 3 Any accident or incident that happens outside any period of insurance that is covered by this policy.
- 4 The cost of replacing any undamaged item or part of any item just because it forms part of a set, suite or one of a number of items of a similar type, colour or design.
- 5 Loss or damage to any items used in connection with any business, trade or profession other than the letting of the **insured property** by this policy.
- 6 Any legal liability resulting from any business, trade or profession other than the letting of the **insured property** by this policy.
- 7 Any claim resulting from:
 - deliberate or criminal acts by you, or your **domestic employees**
 - gradual causes including deterioration or wear and tear;
 - mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot;
 - any process of cleaning, repair or alteration;
 - vermin, insects or chewing, scratching, tearing or fouling by pets;
 - electrical or mechanical failure or breakdown;
 - faulty design materials or workmanship;
 - the failure of a computer chip or computer software to recognise a true calendar date;
 - computer viruses;
 - ionising radiation, radioactivity, nuclear fuel, nuclear waste or equipment;
 - war, revolution or any similar event;
 - pollution or contamination which was:
 - the result of a deliberate act;
 - expected and not the result of a sudden, unexpected and identifiable incident.
- 8 **We** will not pay for any claim arising directly or indirectly from an act of terrorism.

In this case, an act of terrorism means preparing, threatening to use or actually using any item capable of producing biological, chemical or nuclear pollution or contamination.

Settling claims

Section 1 – Buildings

We will decide whether to repair, replace, make a cash payment or reinstate the damaged part of the **buildings**. We will have the option to do this by using one of our suppliers.

We will pay the full cost of the work, including any professional, demolition or local authority costs or fees we have agreed, as long as the work is finished without delay. If the work is not carried out, we will pay the reduction in the market value of the **insured property** that resulted from the damage. However, we will not pay more than the cost to us of using our suppliers for the repair or replacement or reinstatement of the **buildings**.

We will take off an amount for wear and tear if the **buildings** are not properly maintained or if your sum insured is less than the actual cost of rebuilding the **insured property** in the same form, size and condition as new.

When we pay your claim we will take off the amount of the **excess** shown in your schedule or as shown in your policy. This does not apply under 'Your Legal Liability to Others'.

When **unoccupied** the cumulative **excess** is increased by a further amount of £250.

During period of repairs or renovations any applicable **excess** is increased by £250.

The most we will pay is the limit shown in the policy or the sum insured shown in your schedule.

Section 2 – Landlord's Business Contents

We will decide whether to repair or replace any item as new if available (or otherwise with the nearest equivalent) and we will have the option to do this by using one of our suppliers. If we can offer a repair or a replacement but we agree to make a cash payment instead, this payment will be limited to the cost of repair or replacement to us by our preferred supplier. If the item cannot be repaired or replaced with a like replacement by using one of our suppliers, we will pay for the full replacement cost.

Please forward any repair accounts, invoices, receipts, valuations or any other forms of proof of ownership to help substantiate your claim. We will have the option to use one of our suppliers to validate the loss or repair.

We will take off an amount for wear and tear:

- on household linen that cannot be repaired
- if your sum insured is less than the full cost of replacing all the **landlord's business contents** as new.

The sum insured for **landlord's business contents** will not be reduced following payment of a claim.

When we pay your claim we will take off the amount of the **excess** shown in your schedule or as shown in your policy.

When **unoccupied** the cumulative **excess** is increased by a further amount of £500.

During period of repairs or renovations any applicable **excess** is increased by £250.

The most we will pay is the limit shown in the policy or the sum insured shown in your schedule.

Making a claim

It is important that you comply with the claim procedures and conditions contained in the policy wording. Failure to do so may delay the handling of your claim or affect the cover you have.

In the event of a theft or malicious act you must report the incident to the police as soon as possible after becoming aware of the incident and obtain the crime reference number.

To make a claim, telephone **our** Claimline **01204 600311** for immediate advice and assistance.

When you contact **us** about a claim you will need to tell **us**:

- your name and address
- the place where the loss or damage occurred
- what caused the loss or damage

Landlord's Legal Expenses

Our Landlord's Legal expenses Help and Claims line – 0117 927 1843 is available 24 hours a day (please quote reference TS3/4782459).

If **your** claim is covered **we** will appoint the legal representative in **your** name and on **your** behalf. It is important that **you** do not appoint a solicitor **yourself**.

Emergency Assistance

01204 600311

If you require immediate assistance to deal with an emergency at the **insured property** – such as a burst pipe or main or to make the **insured property** weatherproof or secure after damage – **our** Claimline can arrange for a suitable registered trades person to attend on your behalf. You will have to pay any callout charge and for the work, but if the loss or damage is covered by your policy you can submit a claim for reimbursement (subject to any policy **excess**).

Important

Please note any trades person has no authority to advise on what is, and is not, covered by your policy.

Our complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at your broker or insurance intermediary as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you. (For example on your welcome or renewal communication or on claim acknowledgement letters.)

If you are not satisfied with the outcome, please contact Broker Direct Plc on 01204 600370, or at Broker Direct Plc, Deakins Park, Deakins Mill Way, Egerton, Bolton BL7 9RW.

Broker Direct Plc have authority to handle complaints on behalf of Zurich Insurance plc. Broker Direct Plc are regularly monitored in their handling of complaints and in some instances may refer to Zurich Insurance plc who will oversee or deal directly with your complaint.

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service,
Exchange Tower, London, E14 9SR

Telephone: 08000 234567
(free on mobile phone and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from Citizens Advice (or a similar service) or seek legal advice.

If you have cause for complaint under the Landlord's Legal Expenses section you should contact:

DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Beck, Bristol BS1 6NH.

Your complaint will be dealt with by DAS Legal Expenses Insurance Company Limited and will follow their complaints procedures.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

The Buildings and Landlord's Business Contents Sections are underwritten by Zurich Insurance plc.

Zurich Insurance plc

A public limited company incorporated in Ireland.

Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available on request. Our FCA Firm Reference Number is 203093.

DAS Legal Expenses Insurance Company Limited

The Head and Registered Office: DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol BS1 6NH Registered in England and Wales, number 103274 | www.das.co.uk DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited

The Head and Registered Office: DAS Law Limited | North Quay | Temple Back | Bristol BS1 6FL Registered in England and Wales, number 5417859 | www.das.co.uk DAS Law Limited is authorised and regulated by the solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts on behalf of DAS Legal Expenses Insurance Company Limited.

This policy is administered and serviced by Broker Direct Plc.

Broker Direct Plc is registered in England. No. 2958427.

Registered Office: Deakins Park, Deakins Mill Way, Egerton, Bolton BL7 9RW.

Authorised and regulated by the Financial Conduct Authority. Our firm's registration number is 307607. Registrations recorded on www.fca.org.uk

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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