

LANDLORD'S INSURANCE POLICY BOOKLET



Dear Policyholder

Thank you for choosing Modus. This **Policy** booklet provides all the details **You** need to know about **Your** Landlord's 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.

How to make a claim

When **You** first become aware **You** may need to make a claim under Sections 1 to 4 of the **Policy** please telephone **0333 207 0560** with **Your Policy** number and crime reference number (if relevant).

GUIDE TO YOUR INSURANCE POLICY

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Summary of your 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.

Section	Limit
Buildings (if selected)	As per Your Schedule
Accidental damage to underground pipes and cables	Included
Alternative accommodation or loss of rent	up to 20% of Building Sum Insured
Trace and access	£25,000
Selling your property (contracting purchasers interest)	Included
Damage by emergency services	£25,000
Architects, surveyors and legal fees	Included
Capital additions	20% of Buildings Sum Insured / £2,000,000
Removal of debris	Included
Metered water, electricity, gas and oil costs following damage	£25,000
Unauthorised use of electricity, gas or water	£10,000
Fly tipping clearing costs	£5,000
Bees, wasp or hornet nest removal	£1,000
Removal of tenant debris following damage	£25,000
Contents (if selected)	As per Your Schedule
Temporary removal for cleaning or repair	£25,000
Replacement locks	£2,500
Alternative accommodation or loss of rent	up to 20% of Contents Sum Insured
Removal of tenant debris following damage	£25,000
Rent Receivable (Only applies when Buildings is selected)	As per Your Schedule
Ground rent	10% of Building Sum Insured
Accountant charges	£10,000
Automatic rent review	Included
Property Owners Liability	As per Your Schedule
Defective Premises Act 1972	Included
Health and Safety at Work etc. Act 1974	£1,000,000
Data Protection Act 2018	£1,000,000
Corporate Manslaughter and Corporate Homicide Act 2007	Included
Identity Theft	£25,000
Key Protection	£500

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** 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 a trading style 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 broker.

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.

What to do if you have a complaint

How to complain

We and Simply Business will always endeavour to provide the highest level of customer service to **You**.

If **You** feel that **We** and Simply Business have failed to maintain the highest level of customer service then this document outlines the procedure **We** will use to promptly and fairly deal with any issue **You** raise.

Providing **You** with a copy of this procedure before **We** have had an opportunity to carry out an investigation does not infer any liability on **Our** part.

Please note that **We** and Simply Business record and monitor all complaints centrally to ensure the matter is dealt with properly and that action is taken to avoid a similar problem arising in the future.

What to do next

If at any time **You** have any query or complaint about a claim or the way the **Policy** was sold, please use the Simply Business complaint procedure:

Simply Business complaint procedure

You may register **Your** complaint by e-mail, in writing, or by telephone or in person but whichever method of communication **You** choose **We** will give each the same level of importance. However, please note that Simply Business preferred option is e-mail to ensure a quicker documented service.

E: contact@simplybusiness.co.uk
 W: www.simplybusiness.co.uk/complaints
 Customer Services
 Simply Business
 900 Pavilion Drive
 Northampton,
 NN4 7RG
 T: 0330 014 6683

What We need to know

Simply Business need **You** to help **Us** by summarising the problem, **Policy**(ies) affected and the resolution **You** expect. Please ensure whenever possible that **You** quote any customer reference or **Policy** number.

What Simply Business will do

Our complaint investigation will follow the rules and guidelines of the Financial Conduct Authority. The minimum standard **You** should expect from **Us** is as follows:

- If Simply Business resolve **Your** complaint by the close of 3 business days, **You** will receive a summary resolution communication in writing. This response will include:
 - the fact that a complaint was made and is now considered resolved either by accepting the complaint and offering redress or rejecting the complaint with a full explanation of reasons; and
 - information about the Financial Ombudsman Service, including the website address and possible right of referral.
- Should Simply Business be unable to resolve **Your** complaint at the 3 business day stage, Simply Business will notify **You** with an acknowledgement letter, outlining timescales and who will be handling **Your** complaint.
- This will either:
 - accept the complaint and offer redress or remedial action where appropriate; or
 - offer redress or remedial action without acceptance of the complaint; or
 - reject the complaint and give reasons; and
 - enclose information about the Financial Ombudsman Service including a copy of the Financial Ombudsman Service's standard explanatory leaflet, website address and possible right of referral.

Complaints concerning insurers

If Your complaint is not about a claim or the way the policy was sold, please contact:

The Managing Director
 Modus
 Bourne House
 475 Godstone Road
 Whyteleafe
 CR3 0BL
 Telephone: +44 (0) 345 437 0361
 E-mail: complaints@modusunderwriting.com

We will contact **You** within five days of receiving **Your** complaint to inform **You** of what action we are taking. **We** will try to resolve the problem and give **You** an answer within four weeks. If it will take **Us** longer than four weeks **We** will tell **You** when **You** can expect an answer.

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

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
- Tel: 0344 856 2015

Alternatively, at any stage, You may have the right to contact the Financial Ombudsman Service who can review complaints from 'eligible complainants'. Further information can be found at: www.financial-ombudsman.org.uk.

Financial Ombudsman Service

Exchange Tower

London, E14 9SR

By Telephone on 0800 023 4567 or 0300 123 9123 or by Email

complaint.info@financial-ombudsman.org.uk

Further information is available from them and **You** may refer a complaint to them online at 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.

How to make a claim

If You wish to make a claim please contact:

Simply Business Claims Team

PO Box 76

Cardiff

CF11 1JX

Alternatively notify Simply Business at:

E: simplybusiness@uk.sedgwick.com

T: **0333 207 0560**

Provide Simply Business with full details of Your claim as soon as possible after the event and always within 30 days.

Immediately notify the Police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil

commotion and obtain the Crime Reference Number.

Take all steps necessary to reduce further loss, damage or injury.

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.

General Information

Details about our regulator

This **Policy** is arranged and administered by Modus a trading style of Acrisure UK MGA Limited on behalf of ERGO UK Specialty Ltd on behalf of Great Lakes Insurance UK Limited.

Authorisation and Regulation

Great Lakes Insurance UK Limited

Great Lakes Insurance UK Limited is a company incorporated in England and Wales with company number 13436330 and registered office address is 1 Fen Court, London, United Kingdom, EC3M 5BN. Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 955859. You can check this on the Financial Services Register by visiting <https://register.fca.org.uk/s/>.

ERGO UK Specialty Limited

ERGO UK Specialty Limited is a company incorporated in England and Wales with company number 04516776 and registered office address is 10 Fenchurch Avenue, London, United Kingdom, EC3M 5BN. ERGO UK Specialty Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 435184. You can check this on the Financial Services Register by visiting <https://register.fca.org.uk/s/>

Modus is a trading style of Acrisure UK MGA Limited, Registered in England company No: 09742763. Registered Office Address: 9th Floor 40 Leadenhall Street, London, EC3A 2BJ.

Acrisure UK MGA Limited is authorised and regulated by the Financial Conduct Authority under 835270 to carry out insurance distribution activities.

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 Astrenksa 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.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if in the unlikely event that **We** are unable to meet **Our** obligations under this **Policy**. If **You** were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this **Policy**.

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.

Financial Services Compensation Scheme

Address: 10th 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
 - a. 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** is to be **Unoccupied** for any continuous period exceeding 45 days
- if the occupancy or **Resident** type changes
- if an eviction notice has been issued to evict tenants at the **Premises**

If **You** are in any doubt, please contact **Your** insurance broker.

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.

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.

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>

Great Lakes Insurance UK Limited & ERGO UK Specialty Limited – Privacy Notice

Information We process

We process certain information in connection with this **Policy**. Information We process may be defined as personal and/ or sensitive personal information.

Personal information is information about a living, identifiable individual e.g. name, address, driving licence or national insurance number. Personal information also includes information about an individual who can be identified through a work function or their title.

In addition, personal information may contain sensitive personal information; such as information about health and/or criminal convictions.

In this privacy notice, **We/Us/Our/Insurer** means Great Lakes Insurance UK Limited and ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited, in so far as this notice relates to their processing of personal data.

We are each a controller in relation to **Our** processing of personal and/or sensitive personal information and **We** will each hold and otherwise process such information in compliance with **Our** obligations under UK data privacy laws for the purposes set out in this notice. This notice describes in general terms how **We** each process personal and/or sensitive personal information. For more detailed information, please see the relevant privacy notice (as referred to below) or contact **Us** using the details provided below.

- Great Lakes Insurance UK Limited privacy notice:

https://www.munichre.com/content/dam/munichre/contentlounge/website-pieces/documents/Great-Lakes-Insurance-UK-Information-Notice.pdf/_jcr_content/renditions/original./Great-Lakes-Insurance-UKInformation-Notice.pdf

- ERGO UK Specialty Limited privacy notice: <https://www.ergo-specialty.co.uk/policies/privacy-policy>

You should show this notice to any other party related to this **Policy** and to any individual (a data subject) whose personal data **You** share with **Us**.

If **You** supply **Us** with personal information and/or sensitive personal information of a data subject where consent is required to process that personal information and/or sensitive personal information, please ensure that **You** have fairly and fully obtained their consent for the processing of their personal information and/or sensitive personal information. Reference in this privacy notice to **You** shall be deemed to refer to any individual whose personal data is processed by **Us** under this **Policy**.

Collecting electronic information

If **You** or any other party related to this **Policy** contacts **Us** via an electronic method, **We** may record **Your** internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

How We use personal information

We may use personal and/or sensitive personal information **We** receive in connection with this **Policy** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims;
- prevent and detect crime (including fraud);
- offer renewals;
- develop new products; and/or
- conduct research (and for wider statistical purposes).

For information on the lawful bases **We** rely on to process personal and/or sensitive personal information for these purposes, please see the relevant privacy notices referred to above.

Who We share personal information with

We may pass personal and/or sensitive personal information **We** receive in connection with this **Policy** to industry related third parties, including authorised agents, service providers, reinsurers, other insurers, legal advisers, loss adjusters and claims handlers for the purposes above.

We may also share personal and/or sensitive personal information **We** receive in connection with this **Policy** with regulatory bodies such as the Financial Conduct Authority (FCA) for the purposes of administering and regulating **Your** insurance.

We may also share personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within the Great Lakes/ Ergo/Munich Re Group of Companies to:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime; and/or
- develop products and services.

Except for the disclosures described above and in **Our** full privacy notice (see the section entitled "Information We process" for links to those notices), **We** will not disclose personal and/or sensitive personal information to anyone outside the Great Lakes/Ergo/Munich Re Group of companies except:

- where **We** have appropriate permission to do so;
- where **We** are required or permitted to do so by law;
- to other companies where required in connection with the provision of a service to **Us** or **You**; and/or
- where **We** transfer rights and obligations under the insurance provided under this **Policy**.

Employers' Liability Tracing Office (ELTO)

Certain information relating to **Your** insurance Policy including, without limitation:

- the **Policy** number(s);
- employers' names and addresses (including subsidiaries and any relevant changes of name);
- dates of cover;
- employer's reference numbers provided by Her Majesty's Revenue and Customs; and
- Companies House reference numbers (if relevant),

will be provided to the ELTO and added to an electronic database ("the database").

This information will be made available by **Us** to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011 and subsequent instruments. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers ("the claimants"):

- to identify which insurer (or insurers) provided employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The database will be managed by ELTO.

The transferring of personal information outside the United Kingdom

In providing insurance services, **We** may transfer personal and/or sensitive personal information to countries outside the United Kingdom. If this happens, it will at all times be held securely and handled in accordance with UK data privacy laws and **We** will ensure that appropriate measures are taken (which may include putting in place appropriate contractual arrangements) to safeguard the personal and/or sensitive personal information transferred.

Access to personal information

Individuals (i.e., data subjects) have a right to know what personal and/or sensitive personal information **We** hold about them. To exercise this right, please contact the Data Protection Officer at the address listed within this notice.

If **We** do hold information about the individual, **We** will:

- give them a description of it;
- tell them why **We** are holding it;
- tell them who it could be disclosed to; and
- let them have a copy of the information in an intelligible form.

If an individual's information is inaccurate, the individual can ask **Us** to correct any mistakes by contacting **Our** Data Protection Officer.

Data subject rights

Under UK data privacy laws, individuals (i.e., data subjects) have certain rights in relation to their personal information, including a right of access (see above), a right to correct or supplement inaccurate / incomplete information, a right to request the deletion of information, a right to request the suspension of the processing of the information, a data portability right and a right to object to **Our** processing of the personal information. These rights may only be available in certain circumstances and are subject to certain exemptions.

For more information about data subject rights, please see **Our** privacy notice (as referred to above) or contact **Us** using the details provided below.

Data Retention

We keep personal and/or sensitive personal information for as long as is reasonably required for the purposes explained in this notice. **We** also keep records – which may include personal and/or sensitive personal information – to meet legal, regulatory, tax or accounting needs. For example, **We** are required to retain an accurate record of **Your** dealings with **Us**, so **We** can respond to any complaints or challenges **You** or others might raise later. **We** will also retain files if **We** reasonably believe there is a prospect of litigation. The specific retention period for personal and/or sensitive personal information will depend on **Your** (and/or the relevant data subject's) relationship with **Us** and the reasons **We** hold the personal and/or sensitive personal information. Please contact **Us** using the details below for more information on specific retention periods.

Changes to this Notice

We keep **Our** privacy notice(s) under regular review. **We** would encourage **You** to check back regularly for updates. The Great Lakes Insurance UK Limited privacy notice was last updated in May 2024. The ERGO UK Specialty Limited privacy notice was last updated in October 2024. Please see the section entitled "Information We process" for links to those notices.

Contacting Us

If **You** or any party relating to this **Policy** have any questions relating to the processing of personal information and or sensitive personal information, contact:

Data Protection Officer
ERGO UK Specialty Limited,
10 Fenchurch Avenue,
London, EC3M 5BN.
Telephone: 0121 200 5825
E-mail: dataprotectionofficer@ergo-specialty.co.uk

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 of this Policy:

If any of the following words appear as bold and with a capital letter in the Policy booklet, Your Schedule and Statement of Fact documents, it will have the same meaning wherever it is used. However, other sections of this policy have their own definitions. If the meaning of a word or phrase is defined below and the same word or phrase is defined differently under a specific section, the definition provided under a specific section applies to that section only.

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. Period of Insurance

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

27. Policy

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

28. Pollution or Contamination

- a) pollution or contamination of **Buildings** or other structures or of water or land or the atmosphere, and
- b) all loss, **Damage** to **Property** and **Bodily Injury** directly or indirectly caused by such pollution or contamination.

29. 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).

30. Property

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

31. 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**.

32. Resident

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

33. Sanitary Fittings

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

34. 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.

35. Settlement

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

36. Storm

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

37. Subsidence

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

38. 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**.

39. Territorial Limits

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

40. 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.

41. Unoccupied

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

- a) has not been lived in for more than 45 consecutive days, or
- b) is not furnished for full habitation.

42. We, Us, Our

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

43. 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. 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

6. 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.

7. 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.

8. 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**.

9. Uninsurable risks

- any loss caused by or arising from a reduction in value
- 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
- Any **Damage** by wear and tear or any other gradually operating cause
- Damage** which has occurred as a result of natural and inevitable events, and
- Any reduction in the market value of **Your Premises** caused by rebuilding or repairing **Damage** to **Your Buildings**.

10. 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.

11. 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.

12. The Excess stated on Your Schedule.**13. 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.

14. 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**.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 as a consumer and without providing a reason, cancel **Your Policy** in writing to Simply Business. Any **Policy** documentation, in particular legal documents, must be returned with Your instruction to cancel. By exercising Your right to cancel **Your Policy**, You are withdrawing from the contract of insurance.

You have the right to cancel **Your Policy** within 14 days of its inception or when You get **Your Policy** documentation whichever is the later, providing You have not made a claim which has been accepted under this **Policy**.

Thereafter You may cancel **Your Policy** as per the terms specified in the Terms of Business document issued to You by Simply Business.

If You cancel **Your Policy** before it is due to start We will return any premium paid in full.

If You cancel during the policy period of cover 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. Where a claim has occurred in the current **Period of Insurance** no premium will be returned to you

7. Cancellation on renewal

At each renewal if **You** cancel before the new **Period of Insurance** is due to start, **We** will return any premium paid in full for the new Period of Insurance.

If the new **Period of Insurance** has started and **You** cancel within 14 days of **Your Policy** starting or within 14 days of receiving **Your** renewal documents (whichever is the later) **We** will return any renewal premium paid in full.

8. 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.

9. 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** is to be **Unoccupied** for any continuous period exceeding 45 days
- f) if the occupancy or **Resident** type changes
- g) if an eviction notice has been issued to evict tenants at the **Premises**

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.

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.

Claims Conditions

The following conditions apply to Your 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.

When You first become aware You may need to make a claim under Sections 1 to 4 of the Policy please telephone 0333 207 0560 with Your Policy number and crime reference number (if relevant).

1. Claims - Action required by You

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 when shown with a **Sum Insured or Indemnity Limit applying 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**.

7. theft or attempted theft

We will not pay for Damage:

caused by **Your Employees, Residents** or any other persons lawfully in **Your Premises**, unless specified by **Endorsement** on **Your Schedule**.

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.

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

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.

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**.

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.

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.

Extensions1. **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, 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** is 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** is 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 at the **Premises** following accidental loss or 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. Limit of indemnity

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

2. 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 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.

3. 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 the appropriate additional premium if required by **Us**.

4. 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 45 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 when shown with a **Sum Insured or Indemnity Limit applying 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**.

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**.

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.

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

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

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**.

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.

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** is 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. Limit of indemnity

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

2. 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.

3. 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.

4. 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 45 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 when Section 1 – Buildings is shown with a Sum Insured or Indemnity Limit applying on Your Schedule:

Cover

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

- a) is not suitable for habitation and cannot be lived in, or
- b) access to them is denied as a direct 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 up to 20% of **Sum Insured** 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. 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.

2. 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.

3. 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

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:

- accidental **Bodily Injury**
- Accidental Damage** to **Property** not belonging to **You** or in **Your** charge or under **Your** control or that of any **Employee**
- accidental obstruction, trespass, nuisance or interference with any easement of air, light, water or way, or
- 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:

- You** are not entitled to indemnity under any other policy covering such liability
- each person observes, fulfils and is subject to the terms of **Your Policy** as if they were **You**
- We** retain sole conduct and control of any claim, or
- 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:

- the cost of rectifying any **Damage** or defect to the **Premises** or land disposed of, or
- 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:

- £500 for **You** or any of **Your** directors or partners, and
- £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**.

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:

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

6. Contractual liability

If **You**, by agreement, assumes liability 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:

- 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**
- this Extension will only apply to proceedings brought within the **Territorial Limits**
- We** must consent to the appointment of any solicitor or counsel acting on **Your** behalf
- 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
- 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:

- where **You** have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide
- for any fines or penalties of any kind, or
- 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:

- the ownership, possession or use by **You** of any **Buildings** not insured under Section 1 of **Your Policy** unless otherwise stated on **Your Schedule**
- the ownership, possession or use by **You** of any land unless **We** have agreed to provide cover in respect of such land
- accidental **Bodily Injury** or **Damage** arising out of manual work away from **Your Premises**,
- accidental **Bodily Injury** or **Damage** arising from the ownership, possession or use by **You** or on **Your** behalf of:
 - 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
 - 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.
- 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
- any goods which **You** supply, install, erect, repair, alter or treat
- the cost of rectifying or replacing defective work
- 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**
- Bodily Injury** sustained by any **Employee** arising out of and in the course of their employment with **You**
- any act, error, omission or fault in the service or duties undertaken or provided by **Your** managing agent in respect of the **Buildings**.
- 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 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** identify 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 tour 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 unsurped 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 representative's** 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. 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.

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 Astrensa 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.

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

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 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>



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