

Buildings and contents
insurance for landlords

Your policy
booklet

**AXA Buy
to Let**

the index
to let

020 8875 5

July 2020



Helpful phone numbers

Buildings and Landlords contents claims

0330 024 6842

To make a claim, call our claims team for immediate help. To make the process as quick as possible for you, please have your policy number and details of the loss to hand.

Landlord's legal document service

**User ID: Landlord
Password: London2012**

Access to a range of standard legal document relating to letting your property.

You will need to enter the following website address:

www.shoosmiths.co.uk/landlord and enter the user ID and password stated above.

Legal helpline, Legal expenses and Tenancy disputes and rent guarantee

0330 024 8694

You can contact our helpline for advice on any problem or concern in connection with the insured property. Please quote AXA – Buy to Let when you call. The helpline is available 24 hours a day, 365 days a year.

Tenancy disputes and rent guarantee cover is an additional cover. Your schedule will show if you have chosen this cover.

Domestic helpline and Home assistance

0370 646 4952

The Domestic helpline offers practical advice when trouble strikes in the home. Burst pipes, blocked drains, electrical faults – we can arrange for an approved contractor to visit your property and sort out the problem as quickly as possible. You will be responsible for any call out charges, parts and labour costs.

If you have upgraded to the Home assistance cover we will pay up to £500 towards the costs and fees covered by this section. Your schedule will confirm as to whether you have chosen this cover.

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

Contents

About your policy

Helpful phone numbers	2
Using this booklet	4
Your policy	5
Important advice	6
Meanings of defined terms	8
General conditions	11
General exclusions	15
Claims conditions	17
Making a claim	19
How we settle claims	20
Inflation protection	22

Your policy cover

Buildings standard cover	23
Buildings – accidental damage	30
Landlord’s contents standard cover	31
Landlord’s contents – accidental damage	36
Employer’s liability	37
Legal expenses	38
Tenancy disputes and rent guarantee	44
Home assistance	53

Making a complaint	59
--------------------	----

Customer service information	61
------------------------------	----

Using this booklet

Please read this **policy** booklet with your schedule to make sure that you are satisfied with your insurance. If you have any questions please contact your Insurance Agent.

Certain words and phrases have a defined meaning. You can find the meanings of these defined terms on pages 8–10.

We have included some explanatory notes in your **policy** booklet. These are printed in *italics*.

You will find the following headings on many pages.

✓ **What is covered**

These sections give detailed information on the insurance provided and should be read with 'What is not covered'.

X **What is not covered**

These sections draw your attention to what is not included in your **policy**.

Your policy

Thank you for choosing AXA Insurance UK plc.

This **policy** describes the insurance cover provided during the period of insurance as shown in your schedule which you have paid for, or have agreed to pay for, and for which we have accepted the premium.

The contract between you and us is made up of this **policy** booklet, the schedule and any **endorsements** shown in the schedule.

Important information

Please read this **policy** booklet with your schedule to make sure that you are satisfied with your insurance. If you have any questions please contact your Insurance Agent.

Please also take some time to read our complaints procedure in the Making a complaint section on page 59.

The law which applies to this policy

You and we can choose the law which applies to this **policy**. We propose that the Law of England and Wales apply. Unless we and you agree otherwise the Law of England and Wales will apply to the **policy**.

Checking for changes to your cover

If you have varied the basic terms of your **policy** with us, this will be stated on your schedule.

In addition we may apply **endorsements** that can include things like a larger **policy excess** on a specific section or an increased cover limit.

Important advice

Our AXA Buy to Let policy is designed to protect you against the risk of things happening suddenly which you could not have expected such as fire, flood and storm. It is not designed to protect you against losses that arise due to the gradual deterioration or poor maintenance of your property.

We want to ensure that you are fully aware of the extent of your cover, and would therefore urge you to read this policy in full along with the policy schedule. We have also taken this opportunity to bring some helpful information to your attention and suggest you bring this to the attention of the occupiers.

This section does not form part of your policy and contains only examples of what is contained in your booklet.

Collision

If someone crashes into your wall or your house make sure you or the occupiers record their name, address, vehicle registration and contact details. We will need this information to help us try to recover your excess.

Subsidence

Damage caused by subsidence is the result of ground movement affecting your property. The most common signs of this are diagonal cracks away from door and window frames. New properties will often move for reasons other than subsidence and this natural settlement is not covered.

Subsidence and other types of ground movement can be difficult and complex to repair. It is important that you tell us as soon as possible if you think your property may be affected.

Escape of water

Your cover for escape of water is designed to cover damage to your property caused by water leaks. It's always a good idea to get your boiler checked and/or serviced by a Gas Safe/Oftec/Hetas certified engineer, depending on your heating system, in plenty of time for winter.

This will help prevent boiler failure which could leave the property with no heating and/or hot water.

One of the biggest risks of water damage occurs in the winter where pipes can freeze and burst causing large amounts of damage. It is important that you take steps to avoid this particularly when the property is untenanted.

Make sure you read the conditions in your policy (page 11) so you know you are complying with them. Please note cover ceases after the private residence has been unoccupied for more than 60 days.

In addition, many claims occur due to water leaks caused when the sealant or grout around your bath or shower has worn away or failed. It is important to inspect and maintain your property as damage of this nature is not covered by the policy.

Important advice

Pipes often burst because they have worn out; if this happens you should turn off the main stop tap and contact a plumber. We will be able to pay for the damage the water caused but not to repair the pipe itself.

Fires

Smoke alarms save many lives and significant damage every year. Please ensure that you have them fitted and check them regularly.

Floods

If water has or is expected to enter your property you should secure your private residence and turn off all the utilities like power, water and gas supplies at their main source and disconnect all electrical appliances if possible.

If you know that you live in an area which is prone to flooding, there are additional steps you can take to protect your property and we would recommend contacting your local Environment Agency for further advice or call Floodline on 0345 988 1188.

Drains

Some drains which use defective materials such as pitch fibre in their construction are prone to wear out over time naturally. If this happens they will not be covered by your policy but there are more specific insurance policies available to protect you against this risk.

Storms

Properties are designed to withstand damage by all but the most extreme weather conditions. Normal weather conditions should not cause damage to a well maintained property and damage of this nature is not covered by this policy. It is therefore important that you keep your property in a good state of repair. Areas that you should focus on include blocked or broken gutters or down-pipes, and loose or damaged roof tiles.

Some areas like flat roofs, fascia boards and boundary walls are difficult to inspect so if you cannot check them yourself you should use a relevant building expert to do this for you.

Meanings of defined terms

Meanings that apply throughout your policy

These meanings apply throughout the policy apart from the Landlords Legal expenses, and Rent guarantee and Home assistance sections where separate meanings apply.

If a word or phrase has a defined meaning, it will be **highlighted in bold blue print** and will have the same meaning wherever it is used in the policy.

The terms **we, us, our, you** and **your** also have a defined meaning listed here, but are not highlighted in bold throughout the **policy**.

The definitions are listed alphabetically.

Buildings

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

- oil and gas tanks, cesspits, septic tanks
- permanent swimming pools, fixed hot tubs or Jacuzzis, ornamental ponds, fountains, tennis hard courts
- walls, gates, fences, hedges, terraces, patios, drives, paths, statues, decking, railings, gazebos, pergolas
- car ports, garages including garages on nearby sites
- external lighting, alarm systems and surveillance equipment, solar heating systems, wind turbines
- fixed recreational toys and brick built barbecues
- laminated, wooden effect or vinyl floor covering that could not reasonably be removed and re-used

- inspection hatches and covers all supplying your property
- **outbuildings**.

Business

Ownership of the **buildings** belonging to the **private residence(s)** shown in the schedule.

Employee

Any person employed under a contract of service with you to carry out domestic duties associated with the **business**.

Endorsement

A change to the terms of the **policy** as shown under endorsements in your schedule.

Excess

The amount you pay as the first part of each and every claim you make.

Flood

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

Heave

The upward or sideways movement of the site on which your **buildings** are situated, other than **settlement**, caused by swelling of the ground.

Landlord's contents

Furniture, carpets, furnishings and household goods are included provided that they belong to you or you are legally responsible for them and they are contained within the **private residence**.

Meanings of defined terms

The following items are not included in this definition:

- **Vehicles or craft**
- Landlord's fixtures and fittings included in the **buildings** section
- Tenant's property
- Any living creature
- Documents
- Clothes and items of a personal nature likely to be worn, used or carried. For example portable radios and TVs, hand held games consoles, mp3 players, mobile phones and sports equipment
- Jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes video cameras, camcorders and digital cameras), binoculars, watches, furs, paintings and other works of art and collections of stamps, coins and medals
- Coins and bank notes in current use, cheques, postal orders and money orders, premium bonds, savings stamps and certificates, postage stamps, travel tickets, petrol coupons, record tokens, book tokens or other tokens, luncheon vouchers, trading stamps, phone cards, event and entertainment tickets, lottery and raffle tickets and electronic money cards
- Computers and computer equipment
- Property used for any trade, profession or employment purposes other than for the **business**.

Landslip

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

Outbuildings

- sheds
- greenhouses
- summer houses
- other buildings but not including caravans, mobile homes or motor homes

which do not form part of the main structure of the **private residence** and are used for domestic purposes.

Policy

Your policy booklet and most recent schedule, including any **endorsement(s)**.

Private residence

A self contained private dwelling house, maisonette or flat within a block of flats or complex as shown in your schedule but not including car ports, garages and **outbuildings**.

Settlement

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

Storm

A period of violent weather defined as:

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

* Equivalent to storm force 10 on the Beaufort Scale.

Meanings of defined terms

Subsidence

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

Unoccupied

Not lived in for 60 or more consecutive days.

Vehicles or craft

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

Ride on lawn mowers only used for domestic purposes within the boundaries of the land belonging to your **private residence** are not included in this definition.

Vermin

Rats, mice, squirrels, owls, pigeons, foxes, bees, wasps or hornets.

We/us/our

AXA Insurance UK plc.

You/your

The person or people named in your schedule as the policyholder(s).

General conditions

These conditions apply throughout your **policy**. For Landlord's legal expenses and Rent guarantee and Home assistance sections additional conditions apply.

You must comply with the following conditions to have the full protection of your **policy**.

If you do not comply with them we may take one or more of the following actions:

- cancel your **policy**
- declare your **policy** void (treating your **policy** as if it never existed)
- change the terms and/or premium of your **policy**
- refuse to deal with all or part of any relevant claim or reduce the amount of any relevant claim payment.

1 Providing accurate and complete information

When taking out, renewing or making changes to this **policy**, you or your agent (acting on your behalf) must take reasonable care to provide accurate and complete answers to all questions.

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

2 Changes in your circumstances

You must tell us as soon as reasonably possible if your circumstances change or if any of the information shown in your proposal form, statement of fact or schedule changes during the period of insurance.

Examples of changes we must be made aware of are:

- Any structural alterations to your **buildings**.
- If the **private residence** will no longer be let.
- If the **private residence** will be used for any reason other than private residential purposes.
- If the **private residence** will be **unoccupied**.
- If you have been declared bankrupt or been subject to bankruptcy proceedings.
- If you have received a police caution for or been convicted of or charged with any offence other than driving offences.

We will then tell you if there will be any change to your insurance premium and/or any change in the terms of your **policy**.

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

3 Maximum limits

- a** The value of your **buildings**.

You must notify us as soon as possible if the full rebuilding cost of your **buildings** exceeds the amount shown in your schedule.

If the amount shown on your schedule represents less than 100% of the full rebuilding cost of your **buildings**, we will only be able to settle claims at the percentage you are insured for. For example, if the value of your **buildings** shown on

your schedule only represents 70% of the full rebuilding cost then we will not pay more than 70% of your claim.

The full rebuilding cost of your **buildings** means the cost of rebuilding if the **buildings** were completely destroyed. This is not necessarily the market value.

If the full rebuilding cost of your **buildings** exceeds the amount shown in your schedule the cover under the **policy** will no longer meet your needs.

b The value of your **landlord's contents**.

You must notify us as soon as possible if the full replacement value of your **landlord's contents** exceeds the amount shown in your schedule.

If the amount shown on your schedule represents less than 100% of the full replacement value of your **landlord's contents**, we will only be able to settle claims at the percentage you are insured for. For example, if the value of your **landlord's contents** shown on your schedule only represents 70% of the full replacement value then we will not pay more than 70% of your claim.

The full replacement value of your **landlord's contents** means the current cost to replace all your **landlord's contents** as new.

If the full replacement value of your **landlord's contents** exceeds the amount shown in your schedule the cover under the **policy** will no longer meet your needs.

4 Taking care of your property

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

You must maintain the **landlord's contents** and **buildings** in good repair.

5 Occupiers non–invalidation

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

6 Dual insurance

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

7 Unoccupancy between tenancy agreements

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

- a** the gas, electricity and water is turned off at the mains and the water or heating system is drained or
 - b** the **private residence** is maintained at a temperature no less than 10°C
- and

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

8 Passenger lifts

You must ensure that for each passenger lift in the **buildings** which are owned by you or for which you are responsible you have a maintenance contract with the manufacturer or other competent party all safety related recommendations made by the manufacturer or other competent party are immediately carried out.

9 Cancelling the policy

Statutory cancellation rights

You may cancel this **policy** within 14 days of receipt of the **policy** documents (the cancellation period) whether for new business or at the renewal date by contacting your Insurance Agent or writing to us at the following address during the cancellation period:

AXA Personal Lines Customer Service
PO Box 7072
Willenhall
WV1 9ZU

If cover has not started we will refund the full premium. If cover has started we will keep an amount of premium in proportion to the time you have been on cover and refund the rest to you provided no claims have occurred. If any claims have been made you will not receive a refund of premium.

Cancellation outside the statutory period

You may cancel this **policy** at any time by contacting your Insurance Agent or giving us prior written notice to the above address.

As long as you have not incurred eligible claims during the period we have been on cover, we will keep an amount of premium in proportion to the time you have been on cover and refund the rest to you, providing this exceeds £15. If the amount is less than £15 no refund will be payable.

If you are paying by instalments your instalments will end but if you have received payment for or are in the process of making a claim you will either have to continue with the instalments, until the **policy** renewal date, or we may, at our discretion, take the outstanding instalments you still owe from any claim payment we make. If you pay annually and you have received payment for or are in the process of making a claim you will not receive any refund of premium.

Cancellation by us

We reserve the right to cancel your **policy** when there is a valid reason to do so.

Valid reasons include:

- You provide us with inaccurate or incomplete information. Please see General condition '1 Providing accurate and complete information' for further information.
- You make a change to your information which renders the risk no longer acceptable for us to insure. Please see General condition '2 Changes in your circumstances' for further information.
- You act in a fraudulent manner. Please see the 'Claims conditions' section set out on pages 17 – 18 for further information.

General conditions

- You fail to pay the premium or default if you are paying by instalments. Please see General condition 'Non-payment of premiums' for further information.
- You use threatening or abusive behaviour or language towards our staff or suppliers.
- the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.

If we cancel your **policy** we shall provide you with 14 days prior written notice by recorded delivery to your last known address. Within this notice we will advise you of our reasons for cancelling your **policy** and any premium refund will be calculated in accordance with General condition '6 Cancelling your cover'.

If we cancel your **policy** because you have acted in a fraudulent manner we may not return any premium paid by you for the **policy** and we may not provide any prior written notice.

Non-payment of premiums

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

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

10 Sanctions

We will not provide cover, be liable to pay any claim or provide any benefit where doing so would expose us to:

- any sanctions, prohibitions or restrictions under United Nations resolutions; or

General exclusions

These exclusions apply throughout your **policy**.

We will not pay for:

1 Riot/civil commotion

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

2 Sonic bangs

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

3 Reduction in market value

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

4 Confiscation

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

Exclusions 1–4 above do not apply to

- *Property owner's liability,*
- *Public liability and*
- *Employer's liability.*

5 Radioactive contamination

Any loss or damage to any property or damage or additional expense following on from the event for which you are claiming and any legal liability directly or indirectly caused by or contributed to by or arising from:

- a** ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b** the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

6 War risks

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

7 Terrorism

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

For the purpose of this exclusion 'terrorism' means the use of biological chemical and/or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public in fear. However losses caused by or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

8 Pollution/contamination

Loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by:

- a** a sudden and unforeseen and identifiable incident
- b** leakage of oil from a domestic oil installation at your **buildings**.

9 Gradual damage/deterioration/maintenance

Any loss or damage caused gradually or by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of your **buildings** and **landlord's contents**.

10 Deliberate loss or damage

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

Claims conditions

The first thing you must do

We recommend that you check your cover. This **policy** booklet contains details of what is covered and how claims are settled. Your schedule will show what sections are in force.

You must comply with these conditions to have the full protection of your **policy**.

If you do not comply with them we may take one or more of the following actions:

- cancel your **policy**
- change the terms of your **policy**
- refuse to deal with all or part of any claim or reduce the amount of any claim payment.

You should:

- Urgently inform the Police and obtain a crime or lost property reference number if property is lost or stolen or malicious damage is suspected
- Contact us as soon as possible on 0330 024 6842
- Take all reasonable steps to recover missing property
- Take all reasonable steps to prevent further damage.

What you must do after making your claim

- If we ask, you must send us written details of your claim within 30 days.
- Provide us with full details in writing as soon as possible if someone is holding you responsible for damage to their property or bodily injury to them. You

must also send us any writ summons, letter of claim or other document as soon as possible.

- To help prove your claim we may require you to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of your property.
- To help assist in dealing with your claim we may require you to obtain estimates for the replacement or repair of damaged property.
- We will only ask for information relevant to your claim and we will pay for any reasonable expenses you incur in providing us with the above information as part of your claim.

What you must not do

- Admit or deny any claim made by someone else against you or make any agreement with them
- Abandon any property for us to deal with
- Dispose of any damaged items as we may need to see them.

What we are entitled to do

We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in your name for our benefit against any other party. We are entitled to take possession of the property insured and deal with any salvage. We may also pursue any claim to recover any amount due from a third party in your name.

Fraud

Throughout your dealings with us we expect you to act honestly.

If you or anyone acting for you:

- knowingly makes a fraudulent or exaggerated claim under the **policy**; or
- knowingly makes a false statement in support of a claim; or
- submits a knowingly false or forged document in support of a claim; or
- makes a claim for any loss or damage caused by your wilful act or caused with your agreement knowledge or collusion

then:

- we may make your **policy** void from the date of the fraudulent act
- we will not pay any fraudulent claims
- we will be entitled to recover from you the amount of any fraudulent claim already paid under the **policy** since the start date
- we may not return any premium paid by you for the **policy**
- we may inform the Police of the circumstances.

Making a claim

When you need to make a claim please call our claims team who will immediately take action to help you. To make the claims process as quick as possible please have your **policy** number to hand.

Please select the most appropriate phone number shown on page 2. This will ensure that you are helped quickly and efficiently.

When you phone we will:

- take details of the loss or damage
- instruct an approved supplier or loss adjuster to contact you if necessary
- where necessary arrange for someone to contact you by phone as soon as possible to discuss your claim.

What you should do in an emergency

- Take any necessary steps to prevent further damage to the property such as switching off gas, electricity and water supply.
- Phone the 365 days a year 24 hour emergency helpline. By phoning the helpline you will be given the choice of using a vetted tradesperson who could be appointed to undertake any emergency repairs or using your own contractor. You will have to pay for any call out charges parts and costs of labour.
- Call our claims team who can discuss the claim and give you some practical advice. Please look at the phone numbers on page 2 and choose the most appropriate number.

- You must not dispose of any damaged items or conduct permanent repairs because we may need to inspect the damage.

Our promise

- You will speak to a knowledgeable and trained member of staff who can discuss the claim and explain the next steps.
- We will call you back when promised.
- We will provide you with regular updates on your claim.

How we settle claims

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

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

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

The sums insured that apply to your **policy** will not be reduced by any claim.

With your agreement we may appoint an approved supplier to act on our behalf to validate your claim. They are authorised to arrange a quotation, a repair or a replacement. Any permanent repairs made by our approved suppliers are guaranteed.

Buildings

We will settle claims for loss or damage to the **buildings** without deduction, subject to the **excess** as long as:

- the **buildings** are maintained in good repair
- the **buildings** sum insured shown in your **policy** schedule is sufficient to cover the full value of the **buildings**.

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

If it is not possible to repair or rebuild the damage to the **buildings**, or it is uneconomical to do so, we will at our option pay the difference between the value of selling your property on the open market immediately before the damage and its value after the damage. If it is possible to repair the building but you ask us to settle the claim using cash or cash alternative, and we agree to do so, we will pay for the decrease in market value of your **buildings** due to the damage but not more than it would have cost us to repair the damage to your **buildings**.

Landlord's contents

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

- the **landlord's contents** have been maintained in good repair
- the **landlord's contents** sum insured shown in your policy schedule is sufficient to cover the full value of the property.

For **Landlord's contents** the full value means the current cost to replace all your **landlord's contents** as new.

Matching sets and suites

We treat any individual items of a matching set or suite of furniture, sanitary ware or other bathroom fittings as a single item. We will pay you for individual damaged items but not undamaged companion pieces.

How we settle claims

If the individual damaged items cannot be repaired or a replacement found we will also pay up to 50% towards the undamaged part of the set of furniture, sanitary ware or bathroom fittings.

If a floor covering is damaged beyond repair we will only pay to have the damaged floor covering replaced. We will not cover any undamaged floor covering in adjoining rooms.

We will always talk to you about what damage you have as well as look at the weather conditions in the area.

Where we obtain local weather reports, we will take into account the distance of any weather stations from your property before making a decision.

In order to help assess your claim, we will also send a claims expert to your property if necessary.

Storm damage claims

The definition of what we mean by **storm** can be found in the 'Meanings of defined terms' section on pages 8–10.

When we assess your claim, we will not rely solely on the definition of **storm** as this is just one factor we consider when you have this kind of damage to your property.

Other factors we consider are as follows:

- Does the evidence show that **storm** conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with the damage caused by **storm** damage?
- Were **storm** conditions the main cause of the damage or were other factors involved? For example, we look if the damage would have occurred without the **storm**. This insurance **policy** is not designed to cover you for any gradual deterioration, wear and tear or loss or damage resulting from inadequate maintenance. Please see the general exclusions and conditions section of this **policy** for more information.

Inflation protection

To help protect you against the effect of inflation we will review and amend where necessary every sum insured under **buildings** and **landlord's contents** at the end of each month by the percentage change in the following indices:

Buildings

The House Rebuilding Cost Index compiled by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

Landlord's contents

The Consumer Durables Section of the Retail Price Index compiled by the Office for National Statistics.

If an index becomes unavailable we will use a suitable alternative index.

We will not reduce the sums insured or monetary limits if an index falls.

No extra charge will be made for any increase until the renewal of your **policy**. The renewal premium will be based on the revised sum insured.

Although you have the benefit of Inflation protection you should not rely on this alone to ensure your **buildings** and **landlord's contents** sum insured are adequate.

The rebuilding cost of your **buildings** or value of **landlord's contents** may be growing faster than inflation – perhaps because of a new extension or items you have purchased.

Buildings standard cover

Your schedule will show if this section has been chosen.

The Inflation protection section applies.

What is the most we will pay?

We will pay up to the **buildings** sum insured for any one claim under Buildings causes 1–12 and cover 23.

We will also pay the additional amounts under Buildings covers 13–22 up to the limits shown.

Your **policy** covers the **buildings** by the following causes and covers:

Cause 1 – Fire, smoke, explosion, lightning or earthquake

✓ What is covered

Loss or damage caused by fire, smoke, explosion, lightning or earthquake.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Smoke damage caused gradually from repeated exposure.

Cause 2 – Storm or flood

✓ What is covered

Loss or damage caused by **storm** or **flood**.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.

2 Loss or damage:

- a to gates, hedges and fences
- b to drives, patios, decking, terraces and paths unless your **private residence** has been damaged at the same time and by the same cause
- c by **storm** to radio or television aerials or satellite dishes.

Cause 3 – Riot and civil commotion

✓ What is covered

Loss or damage caused by riot, civil commotion, strikes, labour and political disturbances.

X What is not covered

The amount of the **excess** shown in your schedule.

Cause 4 – Malicious people

✓ What is covered

Loss or damage caused by malicious people.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage while a **private residence** is **unoccupied**.
- 3 Malicious damage caused by you.

Cause 5 – Subsidence, ground heave or landslip

✓ What is covered

Loss or damage caused by:

- 1 **subsidence** or ground **heave** of the site on which the **buildings** stand
- 2 **landslip**.

X What is not covered

- 1 The amount of the **subsidence excess** shown in your schedule.
- 2 Loss or damage:
 - a to boundary and garden walls, gates, hedges and fences, paths and drives, patios, tennis hard courts, permanent swimming pools unless the **private residence** or its garages or **outbuildings** have been damaged at the same time by the same cause
 - b due to normal **settlement**, shrinkage or expansion
 - c to or as a result of movement of solid floor slabs and non load bearing walls unless the foundations beneath the external walls of the **private residence** are damaged at the same time by the same cause
 - d arising from construction, structural alteration, repair or demolition
 - e caused by coastal or river bank erosion
 - f arising from the use of defective materials, defective design or faulty workmanship.

Cause 6 – Escape of water or frost damage

✓ What is covered

Loss or damage caused by water leaking from or freezing in:

- 1 a fixed water installation
- 2 a fixed drainage installation
- 3 a heating installation
- 4 a washing machine, dishwasher, water bed, fridge or freezer.

Damage to the items themselves is only covered if the damage has happened as a result of an insured cause or cover.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage while the private residence is **unoccupied**.
- 3 Loss or damage caused by failure or lack of sealant and/or grout.
- 4 Damage caused by sinks and baths overflowing as a result of the taps being left on. This exclusion does not apply if you have chosen buildings plus additional cover.

Cause 7 – Escape of oil

✓ What is covered

Loss or damage caused by oil leaking from or freezing in a fixed oil-fired heating installation, including smoke and smudge damage by vaporisation due to defective oil-fired heating installation and damage to soil caused by the leaking oil.

Damage to the installation itself is only covered if the damage has happened as a result of an insured cause or cover.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage while a **private residence** is **unoccupied**.

Cause 8 – Theft

✓ What is covered

Loss or damage caused by theft or attempted theft.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage while a **private residence** is **unoccupied**.

Cause 9 – Collision

✓ What is covered

Loss or damage caused by collision by aircraft, aerial devices road or rail vehicles (or anything dropped from them) or animals.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage caused by domestic pets.

Cause 10 – Aerials, satellite dishes, telegraph poles or electricity pylons

✓ What is covered

Loss or damage caused by the breakage or collapse of radio or television aerials, satellite dishes, lamp posts, telegraph poles, electricity pylons or overhead cables.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage to the aerial or satellite dish.

Cause 11 – Falling trees

✓ What is covered

Loss or damage caused by falling trees or branches.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage caused during tree felling, lopping or topping.
- 3 The cost of removing fallen trees or branches that have not caused damage to the **buildings**.

Cause 12 – Glass and sanitaryware

✓ What is covered

Accidental breakage of:

- 1 fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas

- 2 fixed ceramic hobs or hob covers
- 3 fixed sanitaryware and bathroom fittings.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage while the **private residence** is **unoccupied**.
- 3 Damage to the property that does not form part of the **private residence**.

Cause 13 – Pipes and cables

✓ What is covered

Accidental damage to cables, drain inspection covers and underground drains, pipes or tanks providing services to or from the **buildings** and for which you are responsible.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction, or installation of the pipes and drains.

If it is discovered that the cause is not accidental damage then unless one of the other causes applies there will be no cover.

Cover 14 – Debris removal and building fees

✓ What is covered

We will pay up to 10% of the **buildings** sum insured for:

- 1 architects, surveyors, consulting engineers and legal fees
- 2 the cost of clearing debris from the site or demolishing or shoring up the **buildings**
- 3 the cost to comply with government or local authority requirements

incurred following a valid claim for damage under **buildings** causes 1–13.

X What is not covered

The amount of the **excess** shown in your schedule.

Cover 15 – Loss of rent/ alternative accommodation

✓ What is covered

We will pay up to 20% of the **buildings** sum insured for any one claim for:

- 1 the amount of rent (including ground rent and management charges) you lose or
- 2 the reasonable cost of alternative accommodation for your tenants

when a **private residence** cannot be lived in due to loss or damage under Buildings causes 1–13.

X What is not covered

The amount of the **excess** shown in your schedule.

Cover 16 – Keys and locks

✓ What is covered

We will pay up to £1,000 for any one claim for the cost of replacing keys and locks or lock mechanisms to:

- 1 external doors of the **private residence**
- 2 an alarm protecting the **private residence**

after the keys are lost or stolen.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 The cost of replacing keys and locks to a garage or **outbuilding**.
- 3 Replacement of keys and locks or locking mechanisms due to a tenant not returning the keys of the **private residence**.

Cover 17 – Domestic heating oil

✓ What is covered

We will pay up to £500 for any one claim for accidental loss of domestic heating oil.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage while the **private residence** is **unoccupied**.

Cover 18 – Metered water

✓ What is covered

We will pay up to £2,500 for any one claim for accidental loss of metered water.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage while the **private residence** is **unoccupied**.

Cover 19 – Lawns and gardens

✓ What is covered

We will pay up to £1,000 for any one claim for loss or damage to lawns and gardens through the actions of the emergency services while attending the **buildings** to deal with an emergency included under Buildings causes 1–13.

X What is not covered

The amount of the **excess** shown in your schedule.

Cover 20 – Property owner's liability

✓ What is covered

Subject to the limit below we will pay any amount that you become legally liable to pay as compensation (including claimants costs and expenses) occurring during the period of insurance and arising from your ownership of the **buildings** in respect of accidental:

- 1 death, bodily injury or illness of any person and
- 2 damage to material property not belonging to or in the custody or control of you or your **employee** (except for **employees'** personal effects)

arising from:

- a your ownership of the **buildings**
- b defective work carried out by you or on your behalf to any premises within the United Kingdom, the Isle of Man or the Channel Islands disposed of by you prior to the occurrence of bodily injury or damage and which prior to such disposal was owned by you and occupied as a **private residence**.

In the event of your death we will treat your legal personal representative as you in respect of liability incurred by you.

We will not pay more than £2,000,000 (including costs and expenses agreed by us in writing) for any one claim or series of claims arising from any one event or one source or original cause.

X What is not covered

- 1 Liability in respect of your death, bodily injury or illness.
- 2 Liability in respect of death, bodily injury or illness of any person employed by you in connection with the **business** or in connection with any other trade or profession and arising out of or in the course of their employment.

3 Liability arising from:

- a any deliberate act by you or any **employee** of yours whilst engaged in supervisory duties unless caused by wilful misconduct of an **employee**
- b the pursuit by you of any trade or profession other than the **business**
- c an agreement which imposes a liability on you which you would not be under in the absence of such agreement
- d the demolition of or any structural alteration or addition to any part of the **buildings** other than normal maintenance of the **buildings**
- e the occupation of the **buildings**
- f the ownership, possession or use of **vehicles or craft**
- g the cost of rectifying any fault or alleged fault

4 Any liability which is covered under a more specific policy.

Cover 21 – Carpets, curtains and white goods

✓ What is covered

We will pay up to £5,000 for any one claim for loss or damage covered by Buildings causes 1–11 to carpets, curtains and unattached cookers, washing machines, dishwashers, tumble driers, fridges, freezers and fridge freezers for which you own or are legally responsible for and are contained within the **buildings**.

X What is not covered

- 1 The amount of the **excess** shown in your policy schedule
- 2 Loss or damage excluded under Buildings causes 1–11.

Cover 22 – Trace and access

✓ What is covered

We will pay up to £5,000 for any one claim for necessary and reasonable costs that you incur in finding the source of damage to the **private residence** caused by:

- 1 escape of water from a fixed water drainage or heating installation
- 2 escape of oil from a fixed oil fired heating installation
- 3 accidental damage to cables, pipes, underground drain pipes or tanks providing services to and from the **private residence** for which you are responsible.

This includes reinstating any wall, floor, ceiling, drive, fence or path removed or damaged during the search.

X What is not covered

- 1 The amount of the **excess** shown in your schedule
- 2 Loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction, or installation of the pipes and drains.
- 3 The costs of repair of the source of the damage unless the cause is covered elsewhere in this **policy**.

Cover 23 – Contracting purchaser

✓ What is covered

If you have entered into a contract to sell the **private residence**, the person buying it will have the full protection of your **buildings** up to the date of completion of the purchase, as long as the **private residence** is not covered by any other insurance.

X What is not covered

The amount of the **excess** shown in the schedule.

Buildings – accidental damage

Your schedule will show if this extension has been chosen.

Cover 24 – Accidental damage

✓ What is covered

Accidental damage to the **buildings**.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage:
 - a specifically excluded under Buildings causes 1–13 and covers 14–23
 - b by frost
 - c by infestation, chewing, scratching, tearing or fouling by insects or **vermin**
 - d by **settlement** or shrinkage of the **buildings**
 - e by chewing, scratching, tearing or fouling by domestic pets
 - f by mechanical or electrical breakdown or failure
 - g specifically covered elsewhere in this **policy**
 - h arising from the alteration or extension of the **buildings**
 - i arising from faulty workmanship, defective design or use of defective materials
 - j while a **private residence** is **unoccupied**.

Landlord's contents standard cover

Your schedule will show if this section has been chosen.

The Inflation protection section applies.

What is the most we will pay?

We will pay up to the **landlord's contents** sum insured for each **private residence** as shown in your schedule for any one claim under causes 1–11.

We will also pay the additional amounts under **landlord's contents** covers 12 and 13 up to the limits shown.

If Buildings standard cover selected cover includes £5,000 for carpets, curtains and unattached cookers, washing machines, dishwashers, tumble driers and/or fridge freezers. The limit of £5,000 is in addition to the landlord's contents sum insured shown in your schedule.

Your **policy** covers loss or damage to **landlord's contents** contained in a **private residence** by the following causes and covers:

Cause 1 – Fire, smoke, explosion, lightning or earthquake

✓ What is covered

Loss or damage caused by fire, smoke, explosion, lightning or earthquake.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.

- 2 Smoke damage arising gradually or out of repeated exposure.

Cause 2 – Storm or flood

✓ What is covered

Loss or damage caused by **storm** or **flood**.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage:
 - a by frost
 - b to property in the open.

Cause 3 – Riot and civil commotion

✓ What is covered

Loss or damage caused by riot, civil commotion, strikes, labour and political disturbances.

X What is not covered

The amount of the **excess** shown in your schedule.

Cause 4 – Malicious people

✓ What is covered

Loss or damage caused by malicious people.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.

- 2 Loss or damage while a **private residence** is **unoccupied**.
- 3 Malicious damage caused by you.

Cause 5 – Subsidence, ground heave or landslip

✓ What is covered

Loss or damage caused by:

- 1 **subsidence** or ground **heave** of the site on which the **buildings** stand
- 2 **landslip**.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage caused by coastal or river bank erosion.

Cause 6 – Escape of water

✓ What is covered

Loss or damage caused by water leaking from:

- 1 a fixed water installation
- 2 a drainage installation
- 3 a heating installation
- 4 a washing machine, dishwasher, water bed, fridge or freezer.

Damage to these items themselves is only covered if the damage has happened as a result of an insured cause or cover.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage while a **private residence** is **unoccupied**.
- 3 Loss or damage caused by failure or lack of sealant and/or grout.

Cause 7 – Escape of oil

✓ What is covered

Loss or damage caused by oil leaking from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.

Damage to the installation itself is only covered if the damage has happened as a result of an insured cause or cover.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage while a **private residence** is **unoccupied**.

Cause 8 – Theft

✓ What is covered

Loss or damage caused by theft or attempted theft.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage while a **private residence** is **unoccupied**.

Cause 9 – Collision

✓ What is covered

Loss or damage caused by collision by aircraft, aerial devices, road or rail vehicles (or anything dropped from them) or animals.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage caused by domestic pets

Cause 10 – Aerials, satellite dishes, telegraph poles or electricity pylons

✓ What is covered

Loss or damage caused by the breakage or collapse of radio or television aerials, satellite dishes, lamp posts, masts, telegraph poles, electricity pylons or overhead cables.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Mechanical or electrical breakdown or failure.
- 3 Damage caused by or in the process of cleaning, maintenance, repair or dismantling.
- 4 Damage to equipment not in or attached to the **buildings**.
- 5 Loss or damage to the items themselves.

Cause 11 – Falling trees

✓ What is covered

Loss or damage caused by falling trees or branches.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage caused by tree felling, lopping or topping.
- 3 The cost of removing fallen trees or branches unless the **buildings** or **landlord's contents** have also been damaged.

Cover 12 – Mirrors and glass

✓ What is covered

Accidental breakage of:

- 1 mirrors
- 2 fixed glass in and glass tops of furniture
- 3 ceramic hobs and ceramic tops of cookers.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage while a **private residence** is **unoccupied**.

Cover 13 – Entertainment equipment

✓ What is covered

Accidental damage to:

- 1 television sets
- 2 radios
- 3 MP3 players, compact disc players, record players and tape recorders
- 4 DVD and Blu-ray players
- 5 cable/satellite/digital television receivers
- 6 television aerials and satellite dishes which are owned by you or for which you are legally responsible.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Mechanical or electrical breakdown or failure.
- 3 Loss or damage:
 - a to portable equipment if it is being transported or carried or moved
 - b to CDs, DVDs, records, discs, cassettes and tapes
 - c caused by or in the process of cleaning, maintenance, repair or dismantling
 - d to equipment in the open
 - e caused by chewing, scratching, tearing or fouling by domestic pets
 - f to computers and computer equipment

- g caused by rot, fungus, insects or **vermin**
- h arising from the cost of remaking any film disc or tape or the value of any information contained in it.

Cover 14 – Contents in the garden

✓ What is covered

We will pay up to £250 for any one claim arising from Landlord's contents causes 1–11 for loss or damage to **landlord's contents** when in the open within the boundaries of the **buildings**.

Items such as garden furniture, external statues and garden pots are included within this section.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Loss or damage to plants and trees.
- 3 Loss or damage to audio and audio visual equipment.
- 4 Any loss or damage specifically excluded under Landlord's contents causes 1–11.

Cover 15 – Contents in garages and outbuildings

✓ What is covered

We will pay up to £1,000 for any one claim arising from Landlord's contents causes 1–11 for loss or damage to **landlord's contents** while contained in a garage or **outbuilding** belonging to the **private residence**.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Any loss or damage specifically excluded under Landlord's contents causes 1–11.
- 3 Any items mentioned under **Landlord's contents**, What items are not covered.

Cover 16 – Public liability

✓ What is covered

Subject to the limit below we will pay any amount that you become legally liable to pay as compensation (including claimants costs and expenses) occurring during the period of insurance and arising from your ownership of the **landlord's contents** in respect of accidental:

- 1 death, bodily injury or illness of any person
- 2 damage to material property not belonging to or in the custody or control of you or your **employee** (except for **employees'** personal effects).

In the event of your death we will treat your legal personal representative as you in respect of liability incurred by you.

We will not pay more than £2,000,000 (including costs and expenses agreed by us in writing) for any one claim or series of claims arising from any one event or one source or original cause.

X What is not covered

- 1 Liability in respect of your death, bodily injury or illness.
- 2 Liability in respect of death, bodily injury or illness of any person employed by you in connection with the **business** or in connection with any other trade or profession and arising out of or in the course of their employment.
- 3 Liability arising from:
 - a any deliberate act by you or any **employee** of yours whilst engaged in supervisory duties unless caused by wilful misconduct of an **employee**
 - b the pursuit by you of any trade or profession other than the **business**
 - c an agreement which imposes a liability on you which you would not be under in the absence of such agreement
 - d the transmission of any contagious disease or virus
 - e the ownership of the **buildings**
 - f the ownership, possession or use of **vehicles or craft**
- 4 Any liability which is covered under a more specific policy.

Landlord's contents – accidental damage

Cover 17 – Accidental Damage

Your schedule will show if this extension has been chosen.

✓ What is covered

Accidental damage to **landlord's contents** while in the **private residence**. We will also pay up to £1,000 for any one claim for accidental damage to **landlord's contents** in a garage or **outbuilding** belonging to the **private residence**.

X What is not covered

- 1 The amount of the **excess** shown in your schedule.
- 2 Any loss or damage specifically excluded under the Landlord's contents causes 1–11 and covers 12–16.
- 3 Accidental loss or damage:
 - a by mechanical or electrical breakdown or failure
 - b arising from the cost of remaking any film, disc or tape or the value of any information contained on it
 - c caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing
 - d by chewing, scratching, tearing or fouling by domestic animals
 - e caused by infestation, chewing, scratching, tearing or fouling by insects or **vermin**

- f arising from depreciation in value and unless we specifically provide cover under this insurance any other loss, damage or additional expense. Examples of such loss, damage or additional expense are loss of earnings or the cost of preparing a claim i.e. the cost of telephone calls
- g while a **private residence** is **unoccupied**.

Employer's liability

This section is automatically included.

Recovery of payments

This cover is in accordance with the provisions of any law relating to the compulsory insurance of liability to **employees** within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man but you shall repay to us all sums paid by us which we would not have been liable to pay but for the provisions of such law.

✓ What is covered

Subject to the limit below we will pay any amount that you become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness of any **employee** sustained during the period of insurance and arising out of and in the course of employment by you in connection with the **business** within the United Kingdom, Channel Islands or the Isle of Man.

We will not pay more than £10,000,000 in respect of all compensation (which includes costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event or one source or original cause.

In the event of your death we will treat your legal personal representative as you in respect of liability incurred by you.

X What is not covered

- 1 Liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicle (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicle (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation.
- 2 Legal costs or expenses insured by any other insurance.

Legal expenses

Your **policy** schedule will show if this section has been chosen.

Your **insurer** under this section is AmTrust Europe Limited.

Definitions

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

These definitions apply to the Legal expenses section only and are listed alphabetically.

Adviser

Shoosmiths Solicitors or their agents appointed by **Arc** to act for you.

Advisers' costs

Reasonable legal fees incurred by the **adviser** up to the hourly rate shown in the **Arc** fee scale and payments essential to your case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against you and paid on the standard basis of assessment.

Arc

Arc Legal Assistance Limited who administer claims under this section on our behalf.

Data Protection Legislation

The relevant **data protection legislation** in force in the United Kingdom at the time of the **insured incident**.

Insured/you/your

The individual or organisation shown in your policy schedule as the policyholder and defined in the tenancy agreement as the Landlord. If you die your personal representatives will be covered to pursue cases covered by this section on behalf of you that arose prior to your death.

Insured incident

The incident or the first of a series of incidents related by cause or time which may lead to a claim.

Insured property

The insured property as shown in your policy schedule.

Insurer/we/us/our

AmTrust Europe Limited,
Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG,
Registered Number 1229676.

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Period of insurance

The dates shown in your policy schedule.

Proceedings

The pursuit of civil legal cases for damages or injunctions and the defence of criminal prosecutions.

Legal helpline

You can contact our helpline on 0330 024 8694 for advice on any problem or concern in connection with the **insured property**. Please quote AXA – Buy to Let when you call. The helpline is available 24 hours a day 365 days a year.

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

The legal helpline is provided on our behalf by Shoosmiths Solicitors or their agents that we have authorised.

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

Landlord's legal document service

We are able to provide a range of generic and bespoke landlord and tenant legal documents. The service has been arranged by **Arc** Legal Assistance and is provided by leading law firm Shoosmiths Solicitors. It can provide a range of useful documents including tenancy

agreements, pre-grant notices, guarantor agreements and tenancy termination notices etc.

You can access this service by logging on to www.shoosmiths.co.uk/landlord

You will need to enter the User ID as Landlord and enter the password as London2012. Please note that the log in process is case specific. As well as providing standard template documents, the service also offers personalised and bespoke documents however you will have to pay a fee for these. Fees will be provided in advance and no work will be progressed until you have expressly agreed to the fee. All fees are payable by credit card.

✓ What is covered

We will pay up to £50,000 for any one **insured incident** to cover **advisers' costs** where:

- 1 the **insured incident** takes place in the **period of insurance** and within the United Kingdom and
- 2 the **proceedings** take place in the United Kingdom.

You are covered for **advisers' costs** to pursue **proceedings** for nuisance or trespass against the person or organisation infringing your legal rights in relation to the **insured property**.

The nuisance or trespass must have commenced at least 180 days after you first purchased this insurance.

There is no cover arising from a dispute relating to a tenancy agreement or any other lease or licence to occupy property or land.

You are covered for **advisers' costs** to defend Criminal Prosecutions brought against you in relation to the **insured property** under:

- a The Gas Safety (Installation and Use) Regulations 1994.
- b The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993.
- c The Electrical Equipment (Safety) Regulations 1994

and later amending regulations or their equivalent outside of England and Wales but within the United Kingdom.

You must take all reasonable steps to comply with these regulations and keep evidence of this.

X What is not covered

1 There is no cover where:

- a your act, omission or delay prejudices your or our position in connection with the **proceedings** or prolongs the length of the claim
- b the **insured incident** began to occur or had occurred before you purchased this insurance
- c you should reasonably have realised when purchasing this insurance that a claim might occur
- d you do not give proper information to **Arc** or to the **adviser**
- e you have breached a condition relating to this section of your **policy**

f **advisers' costs** have not been agreed in advance or are above those for which **Arc** has given its prior written warning.

2 There is no cover for any claim arising from:

- a works undertaken or to be undertaken by or under the order of any government or public or local authority
- b planning law
- c structural alteration to buildings
- d anything said or written about you
- e divorce, matrimonial or family matters or **proceedings**
- f any ventures or business projects unrelated to your activities as a landlord
- g a dispute between persons insured under this **policy**
- h an application for Judicial Review
- i a novel point of law
- j something you have done, knowing it to be wrongful or ignoring that possibility.

3 There is no cover:

- a for any claim which is not reported to **Arc** within 180 days of the **insured incident**
- b for **advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- c arising from a dispute between you and your managing agent or mortgage lender

- d** for damages, interest, fines or costs awarded in criminal courts
- e** where you have other legal costs insurance cover
- f** for claims made by or against your Insurance intermediary, us, the **adviser** or **Arc**
- g** for appeals without the prior written consent of **Arc**
- h** prior to the issue of court **proceedings** or unless a conflict of interest arises, for the costs of any legal representative other than those of the **adviser** unless expressly agreed by **Arc**. Such agreement is entirely at **Arc's** discretion
- i** where a reasonable estimate of your **advisers' costs** of acting for you is more than the amount in dispute.

4 Contracts (Rights of Third Parties) Act 1999.

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

General conditions

1 Dealing with your claim

- a** You must notify claims as soon as possible within 180 days of the **insured incident**. You must complete a claim form and return it to us promptly with all relevant information.
- b** You and/or your agent must attend any court hearing in relation to an **insured incident** if requested to do so by **Arc** or the **adviser**. Failure to do this will result in all cover under this section being withdrawn with immediate effect and no further claim payments being made.
- c** **Arc** may investigate the claim and take over and conduct the **proceedings** in your name. Subject to your consent which shall not be unreasonably withheld **Arc** may reach a settlement of the **proceedings**.
- d** You must supply at your own expense all of the information which **Arc** reasonably require to decide whether a claim may be accepted. If court **proceedings** are required and you wish to nominate an alternative **adviser** to act for you, you may do so. The **adviser** must represent you in accordance with **Arc's** standard conditions of appointment available on request.

The **adviser** will:-

- i** Provide a detailed view of your prospects of success including the prospects of enforcing any judgment obtained.
- ii** Keep **Arc** fully advised of all developments and provide such information as **Arc** may require.
- iii** Keep **Arc** regularly advised of **advisers' costs** incurred.
- iv** Advise **Arc** of any offers to settle and payments in to court. If contrary to **Arc's** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **Arc** agree in their absolute discretion to allow the case to proceed.
- v** Submit bills for assessment or certification by the appropriate body if requested by **Arc**.
- vi** Attempt recovery of costs from third parties.
- e** In the event of a dispute over **advisers' costs Arc** may require you to change **adviser**.
- f** We shall only be liable for costs expressly authorised by **Arc** in writing and undertaken while there are reasonable prospects of success.
- g** You shall supply all information requested by the **adviser** and **Arc**.

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

2 Disputes

Any dispute between you and **Arc** may, where we both agree, be referred to an arbitrator who will be either a solicitor or barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

3 Reasonable prospects

At any time **Arc**, on our behalf, may form the view that you do not have a reasonable prospect of success in the action you are proposing to take or are taking. If so, **Arc** may decline support or any further support. In forming this view **Arc** may take into account:

- a** the amount of money in question
- b** the fact that a reasonable person without legal costs insurance would not wish to pursue the matter
- c** the prospects of winning the case
- d** the prospects of being able to enforce a judgement
- e** the fact that your interests could be better served in another way.

How to make a claim

As soon as you have a legal problem that you may require assistance with you should telephone the Legal advice line on 0330 024 8694 and quote AXA – Buy to Let.

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

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

Your claim will then be assessed and if accepted Shoosmiths Solicitors or their agents will be appointed to act for you.

Claim forms can also be obtained from: <http://www.arclegal.co.uk/informationcentre/index.php>

Data Protection Notice

Your details and information about your cover and claims under this section will be held by **Arc** and/or the **insurers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the **data protection legislation**.

Sanctions

We will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Complaints procedure

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

Arc Legal Assistance Ltd
PO Box 8921
Colchester CO4 5YD

Phone: 01206 615000

Email: customerservice@arclegal.co.uk

If we cannot sort out your complaint you may refer it to the Financial Ombudsman Service at:

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

Phone: 0300 123 9123 or
0800 023 4567

Fax: 020 7964 1001

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

Web: www.financial-ombudsman.org.uk

This does not affect your legal rights.

Financial Services Compensation Scheme (FSCS)

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

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

Tenancy disputes and rent guarantee

Your policy schedule will show if this section is in force.

Your **insurer** under this section is AmTrust Europe Limited.

Definitions

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

These definitions apply to the Tenancy disputes and rent guarantee section only and are listed alphabetically.

Adviser

Shoosmiths Solicitors or their agents appointed by **Arc** to act for you.

Advisers' costs

Reasonable legal fees incurred by the **adviser** up to the hourly rate shown in the **Arc** fee scale and payments essential to your case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against you and paid on the standard basis of assessment.

Arc

Arc Legal Assistance Limited who administer claims under this section on our behalf.

Deposit

The sum of money collected from the **tenant** and held by you or your managing agent in accordance with section 213 of the Housing Act 2004 (and any amending legislation). It acts as an indemnity for losses incurred by you as a result of the **tenant** failing to perform their obligations

set out in the **tenancy agreement**. A minimum amount of one month's **rent** must be retained as the deposit.

Dilapidations inventory

A full and detailed inventory of your contents and their condition within the **insured property** which has been signed by the **tenant**.

Guarantor

The individual or organisation assigned to the **tenancy agreement** that has received a **tenant reference** and provided a financial guarantee of the **tenant's** performance of their obligations under the **tenancy agreement**.

Insured/you/your

The individual or organisation shown in your policy schedule as the policyholder and defined in the **tenancy agreement** as the Landlord. If you die your personal representatives will be covered to pursue cases covered by this section on behalf of you that arose prior to your death.

Insured incident

The incident or the first of a series of incidents related by cause or time which may lead to a claim.

Insured property

The insured property as shown in your policy schedule.

Insurer/we/us/our

AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number 1229676.

Tenancy disputes and rent guarantee

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Period of insurance

The dates shown in your policy schedule.

Policy excess

The amount you must pay as the first part of each and every claim made.

Proceedings

The pursuit of civil legal cases for damages or injunctions to recover possession of the **insured property**.

Rent

The monthly amount payable to you by the **tenant** as set out in the **tenancy agreement**.

Tenant

The occupier of the **insured property** named in the **tenancy agreement** as the tenant for which you have received a **tenant reference**.

Tenancy agreement

A tenancy agreement between you and the **tenant** in relation to the **insured property** which is:

- a** an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1998 (as amended)

or its equivalent outside of England and Wales but within the United Kingdom, or

- b** a written common law residential tenancy agreement created after 28th February 1997 between individuals where the **rent** is in excess of £100,000 per annum or its equivalent outside of England and Wales but within the United Kingdom

and which is:

- i** appropriate for the tenancy
- ii** where relevant signed and independently witnessed by the **insured**, the **tenant** and any **guarantor**
- iii** free from any unreasonable restrictive covenants.

The initial tenancy agreement must be for a fixed term of no more than 12 months.

Tenant reference

A credit check against the **tenant** and any **guarantor** obtained from a licensed credit referencing company showing no County Court Judgements and no outstanding County Court Judgements in the past three years (whether satisfied or not). The tenant reference must also include copies of two forms of identification, one of which must contain a photograph, and a written employers' reference confirming their permanent and current employment and that their salary is at least a multiple of 2.5 of the **tenant's rent**.

Tenancy disputes and rent guarantee

If all of the above are not available or in the case of student and DSS **tenants**, a full tenant reference showing a pass on the **tenant** and **guarantor** must be obtained from an **Arc** approved Tenant Referencing Company. Details of these companies are available by referring to the Arc website; <https://informationcentre.arclegal.co.uk/InfoCentreApprovedReferencingList.aspx>.

✓ What is covered

This section covers **advisers' costs** and **rent** up to the limit of indemnity where:

- 1 the **insured incident** takes place in the **period of insurance** and within the United Kingdom and
- 2 the **proceedings** take place in the United Kingdom.

Tenancy disputes

We will pay up to £50,000 for any one **insured incident** to cover **advisers' costs** to pursue **proceedings** against a **tenant** or **guarantor** where the **tenant** fails to perform their obligations set out in the **tenancy agreement** relating to the rightful occupation of the **insured property**.

Rent guarantee

We will pay up to £15,000 for any one **insured incident** for **rent** owed by a **tenant** under a **tenancy agreement** in relation to the **insured property** up to the limit of indemnity, where the **insured incident** occurs, during the **period of insurance** and you, where appropriate, are pursuing a claim under Tenancy disputes against the **tenant** to evict them from the **insured property**.

The maximum **rent** payable under this cover is £2500 per month.

The **policy excess** is equal to one month's **rent**.

The claim must be reported to **Arc** within the **period of insurance**.

Rent is only payable for up to 6 months or to the end of the period of the original **tenancy agreement** or until the **tenant** no longer remains in the **insured property**, whichever happens sooner.

Rent claims payments:

- 1 **Rent** will be paid monthly in arrears at a rate of 1/30th for each continuous day that it is in arrears.
- 2 One full month's **rent** must be in arrears after deduction of the **policy excess** before a claim payment is made.
- 3 If the **tenant** is applying for Housing Benefit, **rent** will not be paid until the outcome of the Housing Benefit claim is known. If the **tenant's** Housing Benefit claim is rejected, **rent** will be paid under the insurance backdated to the date that you could first claim. There is no cover for any shortfall between the amount paid to the **tenant** as Housing Benefit and the **rent**. You or your managing agent must notify the Benefits Office of your interest.
- 4 If the **deposit** is more than the **policy excess**, the cover under this section will pay **rent** arrears after deduction of the balance of the **deposit**. If the balance of the **deposit** is subsequently required to meet the cost of dilapidations, this will be paid to you.

X What is not covered

1 We will not cover an **insured incident**:

- a** where you fail to provide evidence that you successfully completed a **tenant reference** on the **tenant** (and **guarantor** if required) prior to the start of the **tenancy agreement** or where the **tenancy agreement** started more than 31 days after the **tenant reference**
- b** arising from or connected to the performance of your obligations under the **tenancy agreement** or where there are insufficient prospects of success in the **proceedings** due to the terms of the **tenancy agreement** being unenforceable
- c** arising from dilapidations unless the missing or damaged items were contained within a **dilapidations inventory**
- d** where the amount in dispute is less than £250 including VAT
- e** falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within the United Kingdom
- f** relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended) or equivalent Act outside of England and Wales but within the United Kingdom
- g** where the **insured property** is not solely residential
- h** where the **tenant** is not aged 18 years or over
- i** relating to any occupant of the **insured property** over the age of 18 other than the **tenant**
- j** where you fail to follow the advice of the **adviser** or take any action suggested by the **adviser** or **Arc** to recover possession of the **insured property** as promptly as possible
- k** once you have recovered possession of the **insured property**
- l** if you or your agent are in breach of Section 213 of the Housing Act 2004 (and any amending legislation) in relation to the **deposit**
- m** where you have allowed the **tenant** into possession of the **insured property** before the **tenancy agreement** has been signed by all parties, a **tenant reference** has been obtained, all necessary statutory pre-grant notices to the **tenant** have been issued, the first months **rent** and the **deposit** have been received in cash or cleared funds and the **dilapidations inventory** has been signed by the **tenant**
- n** where you have failed to keep full and up to date rental records or have allowed the **tenancy agreement** to be transferred

to any other individual or organisation unless all other terms of this section have been complied with

- o** if you or your managing agent gave any false or misleading information when you applied for the **tenant reference**
- p** where the **tenant** received a **tenant reference** subject to a **guarantor** and the **guarantor** was not correctly assigned to the **tenancy agreement**
- q** in relation to dilapidations by the **tenant** to the **insured property** or its contents where you have a policy of insurance that covers the dilapidations.

2 There is no cover where:

- a** the **insured incident** occurs within the first 90 days of the **period of insurance** where the **tenancy agreement** started before the **period of insurance** unless you had continuous previous insurance
- b** your act, omission or delay prejudices your or our position in connection with the **proceedings** or prolongs the length of the claim
- c** there is a dispute between you, your managing agent or mortgage lender
- d** the **insured incident** began to occur or had occurred before you purchased this insurance

- e** you should reasonably have realised when purchasing this insurance that a claim might occur
- f** you do not give proper information to **Arc** or to the **adviser**
- g** you have breached a condition relating to this section of your policy
- h** **advisers' costs** have not been agreed in advance or are above those for which **Arc** has given its prior written warning.

3 There is no cover for any claim arising from:

- a** works undertaken or to be undertaken by or under the order of any government or public or local authority
- b** planning law
- c** the construction of or structural alteration to buildings
- d** anything said or written about you
- e** divorce, matrimonial or family matters or **proceedings**
- f** any ventures or business projects unrelated to your activities as a landlord
- g** a dispute between persons insured under this policy
- h** an application for Judicial Review
- i** a novel point of law.

- 4 There is no cover:
- a for any claim which is not reported to **Arc** within 45 days of the **insured incident**
 - b for **advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
 - c for damages, interest, fines or costs awarded in criminal courts
 - d where you have other legal costs insurance cover
 - e for claims made by or against your Insurance Intermediary, us, the **adviser** or **Arc**
 - f for appeals without the prior written consent of **Arc**
 - g prior to the issue of court **proceedings** or unless a conflict of interest arises, for the costs of any legal representative other than those of the **adviser** unless expressly agreed by **Arc**. Such agreement is entirely at **Arc's** discretion
 - h Where a reasonable estimate of your **advisers' costs** of acting for you is more than the amount in dispute.
- 5 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

How to make a claim

As soon as you have a legal problem that you may require assistance with you should telephone the legal advice line on **0330 024 8694** and quote AXA – Buy to Let.

A claim form will be sent to you by e-mail, fax or post within 24 hours. Please complete and return it along with any supporting documentation within five days of it being received.

To maintain an accurate record, your telephone call may be recorded.

Claim forms can also be obtained from:
<http://www.arclegal.co.uk/informationcentre/index.php>

What happens next:

Your claim will then be assessed and if accepted an Enquiry Agent may visit the **tenant** and any **guarantor**. If the Enquiry Agent is unable to reach an agreement with the **tenant/guarantor** to address their failure to perform their obligations under the **tenancy agreement**, Shoosmiths Solicitors or their agents will be appointed to act for you.

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

General conditions

- 1 Dealing with your claim:
 - a you must notify claims as soon as possible within 45 days of the **insured incident**. You must complete a claims form and

return it to us promptly with all relevant information

- b** if **rent** is overdue the **tenant** and any **guarantor** must be contacted within seven days to establish the reason for the arrears. If the **rent** is not paid within a further seven days the **tenant** and any **guarantor** must be contacted again. If the **tenant/guarantor** cannot be contacted, and it is lawful to do so, you or your managing agent must serve notice of a requirement to undertake an inspection in accordance with your rights within the **tenancy agreement** and visit the **insured property**. You should seek legal advice if you are unsure that such an inspection is lawful
- c** you and your managing agent must act promptly to gain vacant possession of the **insured property** and recover **rent** arrears
- d** in the event of a claim you or your managing agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **tenant** has vacated the **insured property**
- e** you and/or your managing agent must attend any court hearing in relation to an **insured incident** if requested to do so by **Arc** or the **adviser**. Failure to do this will result in all cover under this section being withdrawn with immediate effect and no further

claim payments being made

- f** **Arc** may investigate the claim and take over and conduct the **proceedings** in your name. Subject to your consent which shall not be unreasonably withheld **Arc** may reach a settlement of the **proceedings**
- g** **Arc**, on our behalf have the right under subrogation to pursue **proceedings** against the **tenant** or any **guarantor** to recover **advisers' costs** and **rent**
- h** you or your managing agent must supply at your own expense all information which **Arc** reasonably requires to decide whether a claim may be accepted. You must provide the information within five days of receiving the request. If court **proceedings** are required you may nominate an alternative **adviser**
- i** the **adviser** must represent you in accordance with **Arc's** standard conditions of appointment available on request

The **adviser** will:-

- i** provide a detailed view of your prospects of success including the prospects of enforcing any judgment obtained
- ii** keep **Arc** fully advised of all developments and provide such information as **Arc** may require

- iii keep **Arc** regularly advised of **advisers' costs** incurred
 - iv advise **Arc** of any offers to settle and payments in to court. If contrary to **Arc's** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **Arc** agree in their absolute discretion to allow the case to proceed
 - v submit bills for assessment or certification by the appropriate body if requested by **Arc**
 - vi attempt recovery of costs from third parties
 - j in the event of a dispute over **advisers' costs** **Arc** may require you to change **adviser**
 - k we shall only be liable for costs expressly authorised by **Arc** in writing and undertaken while there are reasonable prospects of success
 - l you shall supply all information requested by the **adviser** and **Arc**
 - m you are liable for any **advisers' costs** if you withdraw from **proceedings** without **Arc's** prior consent. You will need to reimburse any costs already paid by **Arc**
 - n **Arc**, on our behalf, have the right under subrogation to pursue **proceedings** against the **tenant** or any **guarantor** to recover **rent** and **advisers' costs**
 - o Any monies recovered from the **tenant** or **guarantor** will be retained by **Arc** to pay for any **advisers' costs** or **rent** that has been paid by us under this insurance.
- 2** Disputes
- Any dispute between you and **Arc** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.
- 3** Reasonable prospects.
- At any time **Arc**, on our behalf, may form the view that you do not have a reasonable prospect of success in the action you are proposing to take or are taking. If so, **Arc** may decline support or any further support. In forming this view **Arc** may take into account:
- a the amount of money in question
 - b the fact that a reasonable person without legal costs insurance would not wish to pursue the matter
 - c the prospects of winning the case
 - d the prospects of being able to enforce a judgement
 - e the fact that your interests could be better served in another way.

Claims conditions

If **rent** is overdue the **tenant** and any **guarantor** must be contacted within seven days to establish the reason for the arrears. If the **rent** is not paid within a further seven days the **tenant** and any **guarantor** must be contacted again. If the **tenant** cannot be contacted, and it is lawful to do so, you or your managing agent must serve notice of a requirement to undertake an inspection in accordance with your rights within the **tenancy agreement** and then visit the **insured property**. You or your managing agent should seek legal advice if you are unsure that such an inspection is lawful.

Data Protection Notice

Your details and information about your cover and claims under this section will be held by **Arc** and/or the **insurers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the **data protection legislation**.

Sanctions

We will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Complaints procedure

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

Arc Legal Assistance Ltd
PO Box 8921
Colchester CO4 5YD
Phone: 01206 615000

Email: customerservice@arclegal.co.uk

If we cannot sort out your complaint you may refer it to the Financial Ombudsman Service at:

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

Phone: 0300 123 9123 or
0800 023 4567

Fax: 020 7964 1001

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

Web: www.financial-ombudsman.org.uk

This does not affect your legal rights.

Financial Services Compensation Scheme (FSCS)

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

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

Home assistance

Your schedule will show if this section is in force.

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance group.

Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm register number is 202664.

You can check this on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Definitions

The following words have specific meanings and will appear in bold print and will have the same meaning wherever they are used in this section.

These definitions apply to the Home assistance section only and are listed alphabetically.

Approved contractor

A tradesperson authorised in advance to carry out repairs under this policy.

Emergency

A result of a sudden and unforeseen incident at the **property** which immediately:

- 1 exposes the **insured** or a third party to a health risk or;

- 2 creates a risk of loss of or damage to the **property** and/or any of your belongings or;

- 3 renders the **property** uninhabitable.

This definition includes damage to or breakdown of the **essential services** to the **property** and/or permanent and irreplaceable loss of all keys required to gain access to the **property**, but not outbuildings.

Emergency repairs

Work undertaken by an authorised contractor to resolve the **emergency** by completing a **temporary repair**.

Essential services

Mains drainage to the boundary of the **property**, water, electricity and gas within the **property** and the main source of heating where no alternative exists and the service is immediately necessary to prevent an **emergency**.

Insured/you/your

The landlord and/or the tenant normally living at the **property**.

We/us/our

AXA Assistance UK Ltd or Inter Partner Assistance SA
The Quadrangle
106–118 Station Road
Redhill
Surrey RH1 1PR

Period of insurance

One year from the start or renewal date shown on your schedule.

Permanent repair

Repairs and/or work required to put right the fault which caused the **emergency** on a permanent basis.

Property

The insured property listed in your schedule, comprising private dwelling, garage and outbuildings used for domestic purposes in the United Kingdom.

Temporary repair

A repair undertaken by an authorised contractor which will resolve an **emergency** but will need to be replaced by a **permanent repair**.

Vermin

Brown or black rats, house or field mice and wasps nests.

General conditions

- 1 No costs for repairs are payable under this insurance, unless we have been notified by you or a person calling on your behalf through the 24 hour claims service telephone number provided and have authorised an **approved contractor** in advance.
- 2 You must quote your policy number when calling for help. You must produce the relevant identification to the **approved contractor** or our other nominated agent.
- 3 If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract,

we will not pay more than our fair share (rateable proportion) of any claim.

- 4 This insurance does not cover normal day to day maintenance at your **property** that you should do. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the **emergency**.
- 5 You must co-operate with us in obtaining reimbursement of any costs we incur under the terms of this cover, which may have been caused by the action of a third party against whom you have a legal right of action.

Parts availability

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond our control. In these cases we will not be able to avoid delays in repair.

There may also be occasions where parts are no longer available. In these situations we will ensure your **property** is safe and if required, the **approved contractor** will provide you with a quotation for a suitable repair.

Important information

- 1 If you suffer an **emergency** at your **property** you should call us on the **emergency** telephone number – 0370 646 4952.

We will then:

- a** advise you about how to protect yourself and the **property** immediately;
 - b** organise and pay up to £500 including VAT, call out, labour, parts and materials to carry out an **emergency repair**, or if at a similar expense a **permanent repair**.
- 2** In the event of the **property** becoming uninhabitable and remaining so overnight, we will, subject to our prior agreement, arrange and pay up to £100 including VAT in total for:
- a** your overnight accommodation and/or
 - b** transport to such accommodation.

✓ What is covered

Emergency incidents that are covered by this policy are:

- 1** plumbing problems related to leaking pipes, blocked drains or leaking radiators
- 2** blockages in toilet waste pipes
- 3** sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather
- 4** broken or damaged windows and doors presenting a security risk to the **property**
- 5** gas or electricity failure within the **property**
- 6** central heating or boiler failure

- 7** hot water failure
- 8** **vermin** inside the **property**.

X What is not covered

We will not pay for claims arising directly or indirectly from or relating to the following:

- 1** a leaking or dripping tap that needs a new washer or replacing, external overflows or replacing of boilers, cylinders, tanks, radiators and sanitary ware
- 2** burst or leaking flexible hoses which can be isolated or leaking washing appliances
- 3** external water supply pipes
- 4** failure of the boiler or the heating occurring in the months May to August inclusive
- 5** failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the preceding twelve months
- 6** boilers over 15 years old
- 7** replacement of light bulbs and fuses in plugs
- 8** descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation
- 9** loss of keys for **outbuildings**, garages and sheds
- 10** vermin outside the main residence e.g. in garages and other **outbuildings**

- 11** breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment
- 12** damage to boundary walls, hedges, fences or gates
- 13** LPG fuelled, oil fired, warm air, solar and un-vented heating systems of boilers with an output over 60 Kw/hr
- 14** electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems
- 15** septic tanks.

We will not be liable for any of the following:

- 1** loss or damage arising from circumstances known to you prior to the start date of this insurance
- 2** the cost of replacement parts due to natural wear and tear and unless we specifically provide cover under this insurance any other loss damage or additional expense. Examples of such loss damage or additional expense are loss of earnings or costs incurred in preparing a claim i.e. the cost of telephone calls
- 3** loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing etc
- 4** loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company

- 5** any cost relating to the attempted repair by you or your own contractor
- 6** any defect, damage or failure caused by malicious or willful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards
- 7** any **emergency** in a **property** that has been unoccupied for more than 30 consecutive days
- 8** any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alteration to the **property**, faulty workmanship or the use of defective materials, or river or coastal erosion
- 9** any loss or damage arising as a consequence of:
 - a** war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance
 - b** ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component

- 10** any loss or injury, damage or legal liability arising directly or indirectly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date in such a way that it does not work properly at all.

How to make a claim

To obtain emergency assistance contact the 24 Hour Emergency Helpline on 0370 646 4952.

You should have the following information available upon request:

- your name and **property** postcode
- your policy number
- an indication as to the nature of the problem.

Data Protection

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

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

These activities may include:

- a** use of sensitive information about the health or vulnerability of **you** or others involved in **your** home emergency, in order to provide the services described in this policy. By using **our** services, **you** consent to **us** using such information for these purposes;
- b** disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with home emergency assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c** monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d** obtaining and storing any relevant and appropriate photographic evidence of the condition of **your** property which is the subject of the claim, for the purpose of providing services under this policy and validating **your** claim; and
- e** sending you feedback requests or surveys relating to **our** services, and other customer care communications.

We will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing

activities may include matching **your** data with information from public sources in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

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

By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, both as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

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

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

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

Email: dataprotectionenquiries@axa-assistance.co.uk

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

Sanctions Clause

We will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Financial Services Compensation Scheme (FSCS)

Inter Partner Assistance is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should they not be able to meet their liabilities and you may be entitled to claim compensation in such an event.

Further information can be obtained from either AXA Assistance (UK) Limited or from the Financial Services Compensation Scheme: 10th floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or www.fscs.org.uk

Making a complaint

AXA Insurance aims to provide the highest standard of service to every customer.

If our service does not meet your expectations, we want to hear about it so we can try to put things right.

All complaints we receive are taken seriously. Following the steps below will help us understand your concerns and give you a fair response.

Making your complaint

If your complaint relates to a claim on your **policy**, please contact the department dealing with your claim.

If your complaint relates to your **policy**, please contact your Insurance Agent or AXA office where it was bought, or AXA Insurance UK plc.

Contact details

Head of Customer Relations
AXA Insurance, Civic Drive,
Ipswich IP1 2AN

Phone: 01473 205926

Fax: 01473 205101

Email: customercare@axa-insurance.co.uk

If your complaint is about Home assistance

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

Inter Partner Assistance SA,
The Quadrangle,
106–118 Station Road,
Redhill, Surrey RH1 1PR

Phone: 01737 815 913

Email: homeemergencycomplaints@axa-assistance.co.uk

If your complaint is about Legal expenses and Tenancy disputes and rent guarantee

please write to:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD

Phone: 01206 615000

Email: customerservice@arclegal.co.uk

When you make contact please provide the following information:

- Your name, address and postcode, telephone number and e-mail address (if you have one).
- Your **policy** and/or claim number, and the type of policy you hold.
- The name of your insurance agent (if applicable).
- The reason for your complaint.

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

Beyond AXA

Should you remain dissatisfied following our final written response, you may be eligible to refer your case to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products.

You have six months from the date of our final response to refer your complaint to the Financial Ombudsman Service. This does not affect your right to take legal action.

If we cannot resolve your complaint you may refer it to the Financial Ombudsman Service at the address given below:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Phone: 0300 123 9123 or
0800 023 4567

Fax: 020 7964 1001

Email: [complaint.info@
financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Web:
<https://help.financial-ombudsman.org.uk>

Our promise to you

We will:

- Acknowledge all complaints promptly.
- Investigate quickly and thoroughly.
- Keep you informed of progress.
- Do everything possible to resolve your complaint.
- Use the information from complaints to continuously improve our service.
- Your legal rights will not be affected by any complaint you make.

Telephone calls may be recorded and monitored.

Customer service information

Data Protection Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes your privacy very seriously. For details of how we use the personal information we collect from you and your rights please view our privacy policy at www.axa.co.uk/privacy-policy.

If you do not have access to the internet please contact us and we will send you a printed copy.

Financial Services Compensation Scheme (FSCS)

AXA insurance UK plc is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available on the FSCS website www.FSCS.org.uk or by contacting them on 0800 678 1100.

Authorisation

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Financial Services Register number 202312. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register

Online Dispute Resolution (ODR)

The European Commission has also provided an Online Dispute Resolution service for logging complaints. To use this service please go to: <http://ec.europa.eu/odr>

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in other formats.**

If you would like a Braille, large
print or audio version, please contact
your Insurance Agent.

www.axa.co.uk

APLD092P-L (07/20) (325948)

