

# LANDLORD'S INSURANCE POLICY BOOKLET



# Dear Policyholder

Thank You for choosing Modus as Your Insurer. This Policy booklet provides all the details You need to know about Your Landlord's insurance Policy. Insurance does not cover Your Property against everything that can happen so please read Your Policy carefully alongside Your Schedule to make sure You understand what it covers and the limits that apply.

# How to make a claim

When You first become aware You may need to make a claim under Sections 1 to 4 of the Policy please telephone 0333 577 6548 with Your Policy number and crime reference number (if relevant).

# **GUIDE TO YOUR INSURANCE POLICY**

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# **Summary of your cover limits**

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

Section

Buildings (if selected)

As per Your Schedule

Underground pipes and cables Included

Alternative accommodation and rent up to 20% of the Building Sum Insured

Trace and access £25,000

Selling your property (contracting purchasers interest)

Included

Damage by emergency services £25,000

Ground rent 10% of the Building Sum Insured

Architects, surveyors and legal fees Included

Capital additions 20% of the Buildings Sum Insured / £2,000,000

Removal of debris Included

Metered water, electricity, gas and oil costs following damage £25,000

Unauthorised use of electricity, gas or water  $\mathfrak{L}_{10,000}$ 

Fly tipping clearing costs £5,000

Bees, wasp or hornet nest removal £1,000

Removal of tenant debris following damage £25,000

Loss of or duplication of keys £2,500

Contents (if selected)

As per Your Schedule

Temporary removal for cleaning or repair £25,000

Replacement locks £2,500

Alternative accommodation and storage up to 20% of the Contents Sum

Removal of tenant debris following damage Insured £25,000

Rent Receivable (Only applies when Buildings is selected)

As per Your Schedule

Prevention of access as a result of damage insured

Loss of book debts

£10,000

Public Liability

As per Your Schedule

Defective Premises Act 1972

Health and Safety at Work Act 1974

Included

Data Protection Act 1988

Corporate Manslaughter and Corporate Homicide Act 2007

Included

As per Your Schedule

£10,000

Accountant's charges

# **Important Information**

# Policy Wording Document

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

Wherever words appear in bold with a capital letter in this **Policy** booklet they will have the meanings described in the **Definitions** Section.

Your insurance relates only to those sections of Your Policy which are shown on Your Schedule as being selected.

Please carefully check all the details on **Your Schedule** and Statement of Fact documents, which set out the information **You** have given **Us**. If **You** think there is a mistake or **You** need to make changes, **You** should notify **Us** immediately. **Your Policy** could be invalid or a claim may be rejected or not fully paid if **You** fail to provide correct information or do not inform **Us** of relevant changes.

Under European law, **You** and **We** may choose which law will apply to this contract. English law will apply unless both parties agree otherwise.

This **Policy** is provided by Modus Underwriting Limited trading as Modus, an Appointed Representative of CFC Underwriting Limited, acting as agent on behalf of AmTrust Europe Limited.

# Legal Helpline

You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this **Policy**.

Telephone 0344 770 1044 and quote 'Modus Insurance'.

# Cyber Support Helpline

You can call the helpline to talk about any problems you're having with Your personal electronics that You think are related to a Cyber attack.

To access the Cyber Support Helpline please call 0333 234 2678 and quote 'Modus Insurance'.

For our joint protection telephone calls may be recorded and/or monitored.

# What to do if You have a complaint

We aim to provide the highest standard of service to every customer. We recognise that things do occasionally go wrong and if the service You have received does not meet Your expectations You may follow the below complaints procedure.

If at any time You have any query or complaint regarding the way the Policy was sold, You should refer to the insurance intermediary who sold the Policy to You.

If Your complaint is about a claim, please contact:

AmTrust Europe Complaints AmTrust Europe Limited Market Square House St James's Street Nottingham NG1 6FG

Telephone: +44 (0) 115 934 9852

E-mail: <a href="mailto:complaints@amtrusteu.co.uk">complaints@amtrusteu.co.uk</a>

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

The Managing Director Modus Underwriting Limited 85 Gracechurch Street London EC3V OAA

Telephone: +44 (0) 345 437 0361

E-mail: <a href="mailto:complaints@modusunderwriting.com">complaints@modusunderwriting.com</a>

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

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

Financial Ombudsman Service Exchange Tower London E14 9SR

By Telephone on 0800 023 4567 or 0300 123 9123 or by Email complaint.info@financial-ombudsman.org.uk

# **General Information**

# Details about Our regulator

This policy is underwritten by AmTrust Europe Limited who are authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority.

The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at <a href="www.fca.org.uk">www.fca.org.uk</a>, alternatively **You** can contact them on **0800 111 6768**. Calls may be recorded.

# Financial Services and Markets Act

Under the Financial Services and Markets Act 2000, should **The Company** be unable to meet all of its liabilities to Policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme at www.fscs.org.uk.

# Meeting Your needs

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

# Information and changes We need to know about.

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

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

- any intended alteration to, extension to or renovation of Your Premises. However You do not need to tell Us about routine decoration and maintenance to Your Premises
- any change to the people insured, or to be insured
- any change or addition to the **Buildings** or **Contents** of the **Premises** to be insured that results in the need to increase the amounts or the limits that are shown on **Your Schedule**
- if Your Premises is to be Unoccupied for any continuous period exceeding 30 days
- if an eviction notice has been issued to evict tenants at the **Premises**

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

When **We** are notified of a change, **We** will tell **Your** insurance adviser if this affects **Your Policy**, for example whether **We** are able to accept the change and, if so, whether the change will result in revised terms and/or premium being applied to **Your Policy**. If the information provided by **You** is not complete and accurate:

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

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

# **Data Protection**

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

- share information about You with other organisations and public bodies including the police, or
- check and/or file **Your** details with fraud prevention agencies and databases and if **You** provide **Us** with false or inaccurate information and **We** suspect fraud **We** will record this. **We** and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and credit related services for You and members of Your household
- o trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your insurance policies
- o check Your identity to prevent financial crime, unless You furnish Us with satisfactory proof of identity, or
- o undertake credit searches and additional fraud searches.

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

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

# Contracts (Rights of Third Parties) Act 1999

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

# **General Exclusions**

#### This Policy does not cover claims caused by the following:

## 1. Radioactive contamination

Any expense, legal liability, or any loss of or **Damage** to **Property** directly or indirectly caused by, arising from or contributed to by:

- a. ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste from burning nuclear fuel. or
- b. the radioactive, toxic, explosive or other dangerous properties, of any explosive nuclear equipment or nuclear part of that equipment.

#### 2. War

Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or similar event.

#### 3. Sonic bangs

Loss or Damage caused by aircraft or other flying objects travelling at or above the speed of sound.

#### 4. Existing Damage

Any loss or **Damage** that happened before cover started.

#### 5. Pollution or contamination

Any expense, legal liability, or any loss of or **Damage** to **Property** directly or indirectly caused by **Pollution or Contamination,** unless caused by oil leaking from any fixed heating installation at **Your Premises** or from any domestic appliance at **Your Premises** during the **Period of Insurance.** 

# 6. Failure of computers and electrical equipment

**Damage** or loss directly or indirectly due to any computer or other electrical equipment or component failing to correctly recognise any date as its true calendar date or computer viruses or similar mechanism or hacking.

#### 7. Terrorism

Any expense, legal liability, or any loss of or **Damage** to **Property** directly or indirectly caused by **Terrorism**. **Terrorism** is defined as, but not limited to, any person or people whether acting alone or in connection with any organisation or government, using biological, chemical or nuclear force or contamination, whether or not committed for political, religious, ideological or similar purposes, including intending to influence any government or to put members of the public in fear.

## 8. Deliberate loss or Damage

Any loss or **Damage** caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **You** or any guest or tenant, or anyone lawfully in **Your Premises**, unless otherwise agreed and shown on **Your Schedule**.

#### 9. Uninsurable risks

- a) Reduction in value
- b) The cost of repairing or replacing any item which has suffered mechanical or electrical faults or breakdowns or which has suffered natural and inevitable failure and stopped working without **Damage** being evident
- c) Any **Damage** by a gradually operating cause
- d) Damage which has occurred as a result of natural and inevitable events unless those events are specifically covered by Your Policy, and
- e) Any drop in the market value of Your Premises caused by rebuilding or repairing Damage to Your Buildings.

#### 10. Loss or Damage by contractors

Any loss or **Damage** or liability arising out of the activities of contractors.

#### 11. Property more specifically insured

Any loss or **Damage** to **Property** more specifically insured by **You** or on **Your** behalf.

## 12. The Excess stated on Your Schedule.

#### 13. Damage to:

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

f) Livestock, growing crops or trees.

#### 14. Damage to Property Insured caused by:

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

#### 15. Damage caused by:

- a) Freezing
- b) The failure, wear and tear or lack of grouting or sealant
- c) Building alterations, renovations, extensions or repairs
- d) Corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, chewing, vermin or insects
- e) Tearing, scratching, chewing or fouling by any pet or domesticated animal
- f) The action of light, cleaning, dyeing, renovating, altering, re-styling, repairing or restoring an item
- g) Change in temperature, colour, flavour, texture or finish, action of light
- h) Acts of fraud or dishonesty
- i) Disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- j) Destruction of a building or structure, caused by its own collapse or cracking
- k) Electrical or magnetic injury, disturbance or erasure of electronic records
- l) By delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority, and
- m) Joint leakage, failure of welds, cracking, fracturing, collapse or overheating, of boilers, economisers, superheaters, pressure vessels, or any range of steam and feed piping in connection therewith.

#### 16. Illegal activities

Any loss or Damage caused as a result of the Premises being used for illegal activities.

# **General Conditions**

The following conditions apply to Your Policy. When additional Conditions apply to a specific Section of Your Policy, they are stated under that Section.

#### 1. Policy terms and conditions

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

## 2. Preventing loss

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

#### 3. Fraud

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

## 4. People involved in this contract

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

## 5. Cancellation by Us

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

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

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

#### 6. Cancellation by You

You may cancel Your Policy at any time by contacting Your insurance adviser.

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

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

- a) Where a claim has occurred in the current **Period of Insurance** no premium will be returned to you
- b) Where Your Policy is issued on a short-term basis, of less than one calendar year, no premium will be returned to you
- c) Where **Your Policy** is issued on an annual basis and is cancelled within the first year, **We** will retain 50% of the pro-rata return premium due.

## 7. Cancellation on renewal

If You cancel before the new Period of Insurance is due to start We will return any premium paid in full for the new Period of Insurance

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

#### 8. Interest Clause

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

#### 9. Changes that may affect Your cover.

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

- a) the address of the **Premises**
- b) if any work is being done to the **Premises**, other than routine maintenance or decoration
- c) if You are prosecuted for or convicted of any offence (excluding motoring offences)
- d) if the **Premises** become **Unoccupied**, or
- e) if the occupancy or **Resident** type changes.

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

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

# **Claims Conditions**

The following conditions apply to Your Policy. When additional Conditions apply to a specific Section of Your Policy, they are stated under that Section.

## 1. Claims - Action required by You

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

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

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

## 2. Claims - Our Rights

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

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

#### 3. Other insurances

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

#### 4. Fraud

If **Your** claim is in any way dishonest or exaggerated **We** will not pay any benefit under **Your Policy** or return any premium to **You**. **We** may also take legal action against **You**.

# 5. Arbitration

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

#### 6. Excesses

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

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

# **Definitions**

## The following definitions apply to Sections 1 to 4 of this Policy:

Wherever the following words appear as bold and with a capital letter in the **Policy** booklet, **Your Schedule** and Statement of Fact documents, then they will have the meaning as defined below:

## 1. Accidental Damage

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

#### 2. Additional Expenditure

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

#### 3. Bodily Injury

Bodily injury including death or disease.

#### 4. Buildings

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

#### 5. Business

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

#### 6. Condition Precedent

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

#### 7. Contents

Fixtures and fittings (not forming a permanent part of the structure) furniture, furnishings, utensils and domestic appliances belonging to **You** or for which **You** are responsible as owner of the **Premises** and **Contents** in the common parts of the **Premises** to which all **Residents** have access.

# We will not pay for:

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

# 8. Damage

Accidental loss, destruction or damage.

#### 9. Employee

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

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

#### 10. Endorsement

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

#### Excess

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

#### 12. Floor Coverings

Materials used to cover entire floors within rooms and other internal areas of the **Premises**.

#### 13. Glass

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

#### 14. Heave

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

## 15. Indemnity Limit

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

#### 16. Indemnity Period

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

#### 17. Index Linking

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

#### 18. Insured Person

You or Your directors, principals or Employees.

#### 19. Kevs

Any device used to open a lock including but not limited to any electronic device key card or remote control transmitter.

#### 20. Landslip

Movement of land down a slope.

## 21. Money

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

#### 22. Outstanding Debit Balances

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

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

#### 23. Period of Insurance

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

#### 24. Policy

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

#### 25. Pollution or Contamination

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

## 26. Premises

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

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

## 27. Products Supplied

Anything which is:

- a) manufactured, sold, supplied, processed, altered or treated
- b) repaired, serviced, cleaned, maintained and inspected or tested, or
- c) installed, constructed, erected or transported

by You or on Your behalf and which is no longer in the custody or control of an Insured Person.

## 28. Property

Tangible property.

#### 29. Property Insured

Property insured as shown on Your Schedule.

## 30. Rent Receivable

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

#### 31. Resident

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

#### 32. Sanitary Fittings

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

We will not pay for:

swimming pools, hot tubs and saunas.

#### 33. Schedule

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

#### 34. Settlement

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

#### 35. Subsidence

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

#### 36. Sum Insured

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

#### 37. Territorial Limits

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

#### 38. Terrorism

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

#### 39. The Insured

- a) You
- b) Your personal representatives in respect of legal liability You incur
- c) At Your request:
  - 1) any director, partner, or Employee of Yours
  - 2) The officers, committees and members of Your:
    - i. canteen, social, sports, educational and welfare organisations, and
    - ii. first aid, fire, security and ambulance services in their respective capacities as such
  - 3) any principal for whom You are carrying out a contract, to the extent required by the contract conditions, and
  - 4) those who hire plant to **You** to the extent required by the hiring conditions or the personal representatives of any of these persons in respect of legal liability for which **You** would have been entitled to indemnity if the claim had been made against **You**.

Each indemnified party will be subject to the terms of this **Policy** so far as they apply.

#### 40. Unoccupied

A Premises that is:

- a) insufficiently furnished for normal occupation, or
- b) furnished for normal occupation but is not lived in by **You** or any other person to whom **You** have given **Your** permission for any continuous period exceeding 30 days.

## 41. We, Us, Our, The Company

The insurer whose identity is stated on Your Schedule.

#### 42. You, Your

The person, persons named on Your Schedule.

# **Section 1 - Buildings**

This section only applies when shown as selected on Your Schedule:

#### Cover

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

- We will pay for Damage to any Buildings at the Premises occurring during the Period of Insurance and caused by:
  - 1. fire or lightning
  - 2. explosion
  - 3. aircraft or other aerial devices, or articles dropped from them
  - 4. earthquake
  - 5. riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation
  - 6. malicious persons or vandals

# We will not pay for Damage:

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

# We will not pay for Damage:

- a) which **You** are able to recover from another source or which is more specifically insured, or
- b) caused by Your Employees, Residents or any other persons lawfully in Your Premises, unless specified by Endorsement on Your Schedule.
- 8. storm or flood

# We will not pay for Damage:

- a) that is caused by escape of water from any tank, apparatus or pipe
- b) that is caused by frost, Subsidence, ground Heave or Landslip
- c) that is attributable solely to change in the water table level, or
- d) to walls (not forming part of the structure), fences, gates or moveable **Property** in the open or in open sided structures.
- 9. escape of water from any tank, apparatus or pipe or escape of oil from any oil-fired heating installation

# We will not pay for Damage:

- a) that is caused by water discharged or leaking, from any automatic sprinkler installations, or
- b) from any portable oil-fired heating installation.
- 10. impact by:
  - a) falling trees or branches
  - b) the collapse or breakage of television or radio receiving aerials or satellite dishes, or
  - c) any vehicles or animals.

# We will not pay for Damage:

- c) caused by lopping, pruning or felling, or
- d) to fences or gates.

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

# We will not pay for Damage:

- a) to yards, car parks, roads, pavements, swimming pools, walls, gates and fences, unless **Damage** is also affecting the **Buildings** and **We** have accepted this as a valid claim
- b) caused by:
  - i. the normal bedding down or **Settlement** of new structures
  - ii. the Settlement or movement of made-up ground
  - iii. coastal or river erosion
  - iv. defective, design or workmanship or the use of defective materials, or
  - v. fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe.
- c) which commenced prior to the Effective Date (as stated on Your Schedule)
- d) resulting from demolition, construction, structural alteration or repair of any **Property**, or
- e) resulting from groundworks or excavation at the same **Premises**.
- 12. accidental breakage of Glass and Sanitary Fittings, including built in ceramic hobs and ovens

# We will not pay for:

- a) any breakage resulting from corrosion, wear and tear and depreciation
- b) any scratching
- c) any breakage in transit or while being fitted, or
- d) any breakage caused by workmen carrying out alterations or repairs to the **Premises**.

#### 13. any other Accidental Damage

# We will not pay for Damage:

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

#### Extensions

#### 1. Underground services

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

#### 2. Ground rent

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

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

#### 3. European Union and public authorities

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

## 4. Fees and clearance costs

# We will pay:

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

# We will not pay:

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

## 5. Capital additions

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

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

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

# We will not pay for:

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

#### 6. Removal of debris

- ☑ We will pay costs and expenses necessarily incurred by You for:
  - a) removing debris from the site of the **Premises** and the area immediately adjacent
  - b) dismantling and/or demolishing, or
  - c) shoring up or propping of the portion or portions of the **Property**

following Damage insured by this Section.

# We will not pay for:

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

## 7. Damage by emergency services

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

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

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

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

# We will not pay for:

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

#### 9. Trace and access

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

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

## 10. Workmen

Workmen are allowed on the **Premises** for the purpose of routine maintenance, decoration and minor alterations from time to time without prejudice to this insurance.

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

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

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

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

## 12. Unauthorised use of electricity gas or water

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

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

#### 13. Alternative accommodation costs

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

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

# We will not pay for:

**Damage** that continues for more than 24 months after the occurrence of the **Damage** or when the **Premises** is suitable to be lived in, whichever is the earliest.

## 14. Fly tipping

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

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

#### 15. Removal of nests

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

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

# 16. Removal of tenants' debris

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

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

# We will not pay for:

any costs that are recoverable by You.

#### 17. Temporary removal

We will pay for any parts of the Premises temporarily removed for cleaning, renovation, repair or display or similar purposes.

## 18. Money and assault

#### Money

We will pay for loss of Money in connection with the Business up to the following amounts:

- a) in transit £2,000
- b) in bank night safes and afterwards within bank premises until at the bank's risk £2,000
- c) in Your home or the home of any Employee, partner or director £500, or
- d) any single loss in respect of crossed cheques, cross postal or money orders, crossed bankers drafts, stamped national insurance cards £250,000.

# We will not pay for:

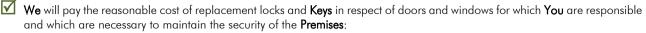
- a) losses due to the dishonesty of You, Your Employees, partners or directors
- b) losses not discovered within seven working days of the loss
- c) where a more specific insurance is in force, except for any amount in excess of that insurance
- d) shortages due to clerical or accounting errors
- e) loss of Money from unattended vehicles, or
  - loss or **Damage** outside the **Territorial Limits** and the Republic of Ireland.

## Assault

# We will pay:

- a) the compensation stated below to **You** for **Bodily Injury** to an **Insured Person** caused by the theft or attempted theft of **Money**, which happens in the course of the **Business** and resulting in the following insured perils:
  - i. death £10,000
  - ii. total and permanent loss of sight in one or both eyes £10,000
  - iii. loss of one or both limbs £10,000
  - iv. total disablement which prevents the **Insured Person** from pursuing their normal occupation up to £100 per week payable for a maximum of 2 years, or
  - v. reimbursement of incurred medical expenses up to £250.
- b) up to £250 in respect of such **Insured Person** for **Damage** to their personal effects following an attempted theft to steal **Money** covered by this Extension.

## 19. Loss of or duplication of Keys



- a) following the accidental loss of **Keys**, or
- b) where there is reasonable evidence that such **Keys** have been copied by an unauthorised person.

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

## **Conditions**

The following Conditions apply to this Section.

#### 1. Index Linking

The Sum Insured for Buildings is subject to Index Linking.

#### 2. Limit of liability

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

#### 3. Basis of claims settlement

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

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

# We will not pay for:

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

#### 4. Fire extinguishing appliances

It is a **Condition Precedent** to **Our** liability that **You** will ensure that any fire extinguishing appliance kept at **Your Premises** are maintained in efficient working order.

## 5. Automatic reinstatement of Sum Insured

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

#### 6. Unoccupancy Condition

The following condition applies to Your Policy:

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

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

# Section 2 - Contents

This section only applies when shown as selected on Your Schedule:

#### Cover

- We will pay for Damage to the Contents and Floor Coverings insured at the Premises occurring during the Period of Insurance and caused by:
  - 1. fire or lightning
  - 2. explosion
  - 3. aircraft or other aerial devices, or articles dropped from them
  - 4. earthauake
  - 5. riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation
  - 6. malicious persons or vandals

# We will not pay for Damage:

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

# We will not pay for Damage:

- a) to moveable Property in the open except garden furniture up to a maximum of £500 for any one claim
- b) exceeding £2,500 for Property in any outbuilding detached from the main Building or garage at the Premises
- c) which **You** are able to recover from another source or which is more specifically insured, or
- d) caused by **Your Employees**, **Residents** or any other persons lawfully in **Your Premises**, unless specified by **Endorsement** on **Your Schedule**.
- 8. storm or flood

# We will not pay for Damage:

- a) that is caused by escape of water from any tank, apparatus or pipe
- b) that is caused by frost, Subsidence, ground Heave or Landslip
- c) that is attributable solely to change in the water table level, or
- d) to walls (not forming part of the structure), fences, gates or moveable **Property** in the open or in open sided structures.
- 9. escape of water from any tank, apparatus or pipe or escape of oil from any oil-fired heating installation

# We will not pay for Damage:

- a) that is caused by water discharged or leaking, from any automatic sprinkler installations, or
- b) from any portable oil-fired heating installation.
- 10. impact by:
  - a) falling trees or branches
  - b) collapse or breakage of television or radio receiving aerials or satellite dishes, or
  - c) any vehicles or animals.

# We will not pay for Damage:

- a) caused by lopping, pruning or felling, or
- b) to fences or gates.

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

# We will not pay for Damage:

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

# 12. any other Accidental Damage

# We will not pay for:

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

## Extensions

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

#### 1. Temporary removal

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

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

# We will not pay for:

Property more specifically insured.

## 2. Replacement locks

We will pay for the cost of changing locks on doors, windows, safes and strong rooms at the **Premises** following theft, where insured by this Section, of **Keys** from the **Premises** or from **Your** home or that of any of **Your** partners or any of **Your** directors or any **Employee** entrusted with **Keys**.

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

## 3. Removal of debris of tenants' contents

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

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

# We will not pay for:

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

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

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

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

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

#### 5. Alternative accommodation costs

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

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

We will not pay for:

Damage that continues for more than 24 months after the occurrence of the Damage or when the Premises is suitable to be lived in, whichever is the earliest.

#### Conditions

The following Conditions apply to this Section.

#### 1. Index Linking

The Sum Insured for Contents is subject to Index Linking.

#### Limit of liability

The maximum amount payable in respect of any Item insured under this Section is the Sum Insured stated on Your Schedule for each Item plus Index Linking.

# Basis of claims settlement

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

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

# We will not pay:

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

## 4. Automatic reinstatement of Sum Insured

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

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

#### 5. Unoccupancy Condition

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

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

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

# Section 3 - Rent Receivable

This Section only applies when Section 1 – Buildings is shown as selected on Your Schedule:

#### Cover

We will pay for Your loss of Rent Receivable if Your Buildings cannot be lived in or access to them is denied as a result of Damage insured under Section 1 Buildings.

The amount **We** will pay will be the:

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

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

# Extensions

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

#### 1. Loss of book debts

We will now for Your loss for

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

The amount **We** will pay is:

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

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

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

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

#### Condition applicable to this Extension

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

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

## 2. Professional accountant's charges

We will pay for Your reasonable and necessary professional accountant's fees for producing information We require to investigate or verify Your claim.

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

#### 3. Automatic rent review

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

# **Conditions**

#### 1. Automatic reinstatement of Sum Insured

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

# **Section 4 - Public Liability**

## Cover

- We will indemnify The Insured against all sums which they become legally liable to pay for compensation and claimants' costs and expenses in respect of:
  - a) accidental Bodily Injury
  - b) Accidental Damage to Property not belonging to You or in Your charge or under Your control or that of any Employee
  - c) accidental obstruction, trespass, nuisance or interference with any easement of air, light, water or way, or
  - d) wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy;

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

#### Provided that:

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

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

#### Extensions

#### 1. Cross liabilities

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

#### 2. Defective Premises Act 1972

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

# We will not pay for:

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

## 3. Compensation for court attendance

- In the event of any of the persons mentioned below attending court as a witness at Our request in connection with a claim in respect of which The Insured is entitled to indemnity under this Section We will provide compensation to You at the following daily rates:
  - a) £500 for **You** or any of **Your** directors or partners, and
  - b) £250 for any **Employee**.

## 4. Worldwide personal liability

We will subject to the terms of this Section indemnify The Insured or his or her spouse/civil partner during temporary visits anywhere in the world in connection with the Business.

We will not pay for liability arising from:

The Insured owning or occupying land or Buildings or carrying on any trade or profession.

## 5. Contractors' contingent liability

- We will, subject to the terms of this Section, indemnify You in respect of liability arising out of minor work carried out by bona-fide contractors in the form of decorations, repairs and routine maintenance provided that:
  - a) such persons are not entitled to indemnity under any other policy covering such liability, or
  - b) Our maximum liability will not exceed the Limit of Indemnity stated on Your Schedule.

## 6. Contractual liability

If **The Insured**, by agreement, assumes liability which would not otherwise have attached, the cover under this Section will only apply if **We** have sole conduct and control of all claims.

# We will not pay for liability arising from:

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

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

- We will indemnify The Insured against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the Business during the Period of Insurance. With Our written consent We will also pay the prosecution costs awarded and the costs incurred in appealing against any judgment given. Provided that:
  - a) this indemnity will not apply to the payment of fines or penalties
  - b) the prosecution relates to the health safety and welfare of any person other than an Employee, and
  - c) proceedings arise from an incident which relates to a claim or potential claim under this Section.

#### 8. Data Protection Act 1998

We will indemnify The Insured against the sums which You or any of Your directors or partners or any Employee become(s)legally liable to pay as damages under Section 13 of the Data Protection Act 1998 for Damage or distress caused in connection with the Business during the Period of Insurance provided that You are:

- a) a registered user in accordance with the terms of the Act, and
- b) not in **Business** as a computer bureau.

The total amount payable including all costs and expenses under this Extension in respect of all claims occurring during any one **Period of Insurance** is limited to £1,000,000.

# We will not pay for liability arising from:

- a) any **Damage** or distress caused by any deliberate act or omission by **You** the result of which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission
- b) any **Damage** or distress caused by any act of fraud or dishonesty
- c) the costs and expenses of rectifying rewriting or erasing data
- d) liability arising from the recording processing or provision of data for reward or to determine the financial status of any person, or
- e) the payment of fines or penalties.

## 9. Corporate Manslaughter and Corporate Homicide Act 2007

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

#### Provided that:

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

# We will not pay for liability under this extension:

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

# **Exclusions**

# We will not pay for liability in respect of:

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

# Section 5 - Identity Fraud

This insurance is underwritten by AmTrust Europe Limited and administered by Arc Legal Assistance Limited.

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

Claims must be reported to **Us** within 45 days of the **Insured Event**. Notification will only be deemed to have been made upon receipt by **Us** of a fully completed claim form accompanied with all requested supporting documentation. Failure to notify the claim within this time will invalidate the insurance.

The insurance covers Advisers' Costs up to the Maximum Amount Payable where:-

- a) The Insured Event takes place in the Period of Insurance and within the Territorial Limits and
- b) The **Legal Action** takes place in the **Territorial Limits**.

# **Important Conditions**

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

#### **Prospects of Success**

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not more than a 50% chance of success then **We** may decline or discontinue support for **Your** case.

#### **Proportional Costs**

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

## **Duty of Disclosure**

## Consumer

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

#### Non-Consumer

If this policy covers **Your** business, trade or professional interests, **You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which you should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.

## Suspension of Cover

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

# **Definitions**

The following definitions apply to Section 5 of this Policy:

	The state of the section of this rolley.	
Adviser	Our panel solicitor, their agents, or other appropriately qualified person, firm or company appointed by Us to act for You.	
Advisers' Costs	Reasonable legal fees incurred by the <b>Adviser</b> up to the hourly rate shown in <b>Our</b> fee scale ruling at the time the <b>Adviser</b> is instructed and disbursements essential to <b>Your</b> case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against <b>You</b> and paid on the standard basis of assessment.	
Cyberattack	<ul> <li>Malicious deletion, corruption, unauthorised access to, or theft of data;</li> <li>Damage or disruption caused by a computer virus, hacking or denial of service attack; affecting your home systems.</li> </ul>	
Data Protection Legislation	The relevant <b>Data Protection Legislation</b> in force within the <b>Territorial Limits</b> where this cover applies at the time of the <b>Insured Event</b> .	
Disclosure Breach	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.	
Identity Fraud	A person or group of persons knowingly using a means of identification belonging to <b>You</b> without <b>Your</b> knowledge or permission with intent to commit or assist another to commit an illegal act.	
Insured Event	The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.	
	For the purposes of the <b>Maximum Amount Payable</b> , only one <b>Insured Event</b> will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.	
Insurers	AmTrust Europe Limited.	
Legal Action	The pursuit of civil legal cases for damages or injunctions.	
Maximum Amount Payable	The maximum payable in respect of an Insured Event.	
	Identity Fraud: £25,000 any one claim	
Period of Insurance	The period of insurance shown in the insurance schedule.	
Ransomware	A system attack that allows a hacker to infiltrate your electronic device(s), encrypt your data, and demand payment of a ransom in exchange for decryption of your files.	
Standard Advisers' Costs	The level of <b>Advisers' Costs</b> that would normally be incurred in using a specialist panel solicitor or their agents	
Territorial Limits	The United Kingdom.	
We/Us/Our	Arc Legal Assistance Limited who administer claims under this insurance on behalf of the <b>Insurers</b> .	
You / Your	The individual or organisation shown in the insurance schedule as the policyholder and defined in the Tenancy Agreement as the 'Landlord' who has paid the premium and been declared to Insurers. If You die Your personal representatives will be covered to pursue cases covered by this insurance on behalf of You that arose prior to Your death.	

# Cover

# **Identity Fraud**

#### What is insured

In respect of **Insured Events** arising from **Identity Fraud You** are covered for **Advisers' Costs** to defend **Your** legal rights and/or take reasonable steps to remove County Court Judgments against **You** that have been obtained by an organisation that **You** allege to have purchased, hired or leased goods or services from. Cover is only available if **You** deny having entered into the contract and allege that **You** have been the victim of **Identity Fraud**.

#### What is not insured:-

#### Claims

- Where the claim is false or fraudulent
- Where You did not take reasonable precautions against Identity Fraud or take action to protect yourself from Identity

  Fraud
- Where the Identity Fraud has been carried out by somebody living with You
- For any losses other than Advisers' Costs incurred by You as a result of Identity Fraud
- Where the Insured Event began to occur within 30 days of You first purchasing this insurance or similar insurance which expired immediately before this insurance began

# Legal Helpline

You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

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, the advice line will ask **You** to complete a claim form. If **Your** problem is not covered under this insurance, the advice line may be able to offer **You** assistance under a private funding arrangement.

Simply telephone 0344 770 1044 and quote "Modus Insurance".

To maintain an accurate record **Your** telephone call may be recorded.

# Cyber Support Helpline

You can call the helpline to talk about any problems you're having with Your personal electronics that You think are related to a Cyber attack.

This includes:

- Immediate steps you should take in the event of a Cyber attack
- What You can do to restore the device to the state it was in before the attack
- What **You** can do if you are subject to a **Ransomware** attack
- Advice on financial losses suffered as a result of a Cyberattack

To access the Cyber Support Helpline please call 0333 234 2678 and quote 'Modus Insurance'.

## **General Exclusions**

- 1. There is no cover:-
  - Where Your act, omission or delay prejudices Your or the Insurers position in connection with the Legal Action or prolongs the length of the claim
  - Arising from a dispute between You and Your agent or mortgage lender
  - Where the Insured Event began to occur or had occurred before You purchased this insurance
  - Where **You** should have realised when purchasing or renewing this insurance that a claim under this insurance might occur
  - Where **You** have breached a condition of this insurance

- Where Advisers' Costs have not been agreed in advance or are above those for which We have given Our prior written
  approval
- For any claim which is not submitted to Us within 45 days of the Insured Event
- For Advisers' Costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- For damages, interest, fines or costs awarded in criminal courts
- Where You have other legal expenses insurance cover
- For claims made by or against Modus Underwriting, the Insurers, the Adviser or Us
- For appeals without the prior written consent of **Us**
- 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
- Where an estimate of Your Advisers' Costs of acting for You is more than the amount in dispute
- Where **You** commit, or are alleged to have committed, a criminal offence, or **You** are liable to a civil penalty unless this policy expressly covers **You** in the event of such offence or penalty.

#### 2. There is no cover for any claim arising from:-

- Works undertaken or to be undertaken by or under the order of any government or public or local authority
- Planning law
- The construction of or structural alteration to buildings
- Defamation or malicious falsehood
- Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation
- Any venture for gain or business project of Yours other than in relation to Your activities as a Landlord
- A dispute between persons insured under this policy
- An application for Judicial Review
- A novel point of law

#### 3. 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.

# **Conditions**

#### 1. Cancellation

This cover is provided automatically as part of  $\mathbf{Your}$  main insurance contract and cannot be cancelled in isolation. For

details on how to cancel Your main insurance contract please contact Your insurance adviser.

**We** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made. This right to cancel will only be invoked in exceptional circumstances as a result of **You** behaving inappropriately, for example:

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

#### 2. Claims

- a) You must report claims as soon as reasonably possible within 45 days of the Insured Event by completing and submitting the claim form with all relevant information.
- b) Action in Your name. Subject to Your consent which shall not be unreasonably withheld We may reach a settlement of the Legal Action.

- c) You must supply at Your own expense all of the information which We 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 Our standard conditions of appointment available on request.
- d) The **Adviser** will:
  - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained
  - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
  - iii) Keep Us regularly advised of Advisers' Costs incurred.
  - iv) Advise Us of any offers to settle and payments in to court. If contrary to Our advice such offers or payments are not accepted there shall be no further cover for Advisers' Costs unless We agree in Our absolute discretion to allow the case to proceed.
  - Submit bills for assessment or certification by the appropriate body if requested by Us.
  - vi) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to Advisers' Costs, We may require You to change Adviser.
- f) Insurers shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- g) You shall supply all information requested by the Adviser and Us.
- h) You are liable for any Advisers' Costs if You withdraw from the Legal Action without Our prior consent. Any costs already paid by Us will be reimbursed by You.

#### 3. Disputes

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

#### 4. Disclosure Breach

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

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

# 5. Fraud

In the event of fraud, We:

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

## 6. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

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

#### 7. English Law

This contract is governed by English Law.

#### 8. Language

The language for contractual terms and communication will be English.

#### 9. Change in law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

# **Customer Services Information**

## How to make a claim

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

Failure to notify the claim within this time will invalidate the insurance cover.

This insurance only covers legal fees incurred by **Our** panel solicitor or their agents appointed by **Us** until court proceedings are issued. If court proceedings are issued or a conflict of interest arises, **You** may nominate another solicitor to act for **You**.

You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, **You** should contact the legal advice line for assistance.

#### Claims Line

You should telephone 0344 770 1044 and quote "Modus Property Owners".

A claim form will be sent out by e-mail, fax or post within 24-hours. The claim form is required to be completed and returned along with 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

# **Privacy and Data Protection Notice**

## 1. Data Protection

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

## 2. How We Use Your Personal Data and Who We Share it With

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

# 3. Sensitive Personal Data

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

#### 4. Disclosure of Your Personal Data

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

#### Your Rights

You have the right to ask Us not to process Your data for marketing purposes, to see a copy of the personal information We hold about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data

corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

#### 6. Retention

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

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

#### **Customer Service**

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

#### Our contact details are:

Arc Legal Assistance Ltd PO Box 8921 Colchester CO4 5YD

Tel: 01206 615000

Email: <a href="mailto:customerservice@arclegal.co.uk">customerservice@arclegal.co.uk</a>

## The Financial Ombudsman Service contact details are:

Financial Ombudsman Service Exchange Tower London E14 9SR

Tel 08000 234 567

Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>

#### Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If We fail to carry out Our responsibilities under this policy, You may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100

## **Authorisation**

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website <a href="www.fca.org.uk/register">www.fca.org.uk/register</a> or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by 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. These details can be checked on the Financial Services Register at <a href="https://www.fca.org.uk">www.fca.org.uk</a>.



Modus is a trading name of Modus Underwriting Limited. Registered 9269358.

Registered Address: 85 Gracechurch Street, London EC3V 0AA.

Modus Underwriting Limited is an Appointed Representative of CFC Underwriting Limited which is authorised and regulated by the Financial Conduct Authority FRN:312848.

For more information on the Financial Conduct Authority, visit <a href="http://www.fca.org.uk/">http://www.fca.org.uk/</a>