

# ARKEL™

## Elite Let Property Insurance Policy



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# Welcome to Your Elite Let Property Insurance Policy

## Your Insurers

This Elite Let Property Insurance **Policy** is arranged by Arkel Underwriting on behalf the **Insurers** named in **Your Schedule**.

Arkel Underwriting is authorised by the Financial Conduct Authority (FRN 916682).

These details can be checked on the Financial Services Register by visiting the FCA's Website at [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768 (free phone), or 0300 500 8082.

## The Contract between You and the Insurers

If **You** have paid the premium in full as shown in the **Schedule**, **We** will agree to insure **You**, subject to the terms, conditions and any **Endorsements** attaching to this **Policy**, against loss or damage or legal liability **You** may incur for insured accidents or losses occurring during the **Period of Insurance** as shown in the **Schedule**.

Please take time to read the contents of this **Policy** including details on how to make a claim. See page 4 and /or page 29.

This **Policy** booklet and **Your Schedule** are important documents and, together, they form **Your** insurance contract ( the '**Policy**'). Please keep them in a safe place in case **You** need to refer to them for any reason. If **You** do need to discuss any aspect of this **Policy**, please call **Your** Insurance Intermediary who helped **You** complete this insurance.

## Cancellation

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please contact **Your** Insurance intermediary within fourteen (14) days of issue. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full.

If **You** wish to cancel **Your Policy** after fourteen (14) days, **You** will be entitled to a pro-rata return of premium provided no claims have been made or reported.

## Cancellation by Us

**We** are not bound to accept any renewal of this **Policy**.

Where there is a valid reason for doing so **We** may cancel this **Policy** by sending **You** 14 days' notice in writing by recorded delivery post, setting out our reason for cancellation, to **Your** correspondence address shown in the **Schedule**.

Valid reasons for cancellation include:

- Where **We** have been unable to collect a premium payment. In this case **We** will contact **You** in writing requesting payment by a specific date. If **We** do not receive payment by this date **We** will write to **You** again notifying **You** that payment has not been received and giving **You** 14 days' notice of a final date for payment. This letter will also notify **You** that if payment is not received by this date **Your Policy** will be cancelled. If payment is not received by that date **We** will cancel **Your Policy** from the date **Your** last instalment was due;
- Where **You** are required in accordance with the terms of this **Policy** to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests. In this case **We** may issue a cancellation letter and **We** will cancel **Your Policy** if **You** fail to co-operate with **Us** or provide the required information or documentation by the end of the 14 day cancellation notice period;
- Where there is a failure by **You** to exercise the duty of care regarding **Your** property as required by this **Policy**;
- Where **We** reasonably suspect fraud;

## Premium

The premium that **You** paid to **Us** for this **Policy** includes an administration fee and/or commission. Please refer to **Your Policy Schedule** and Terms of Business Agreement for further information on what these charges are.

## Governing Law

This **Policy** shall be governed by and construed in accordance with the Law of England and Wales unless the policyholder's usual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

## For and on behalf of the Insurers



**Kris Lee**

**Chief Underwriting Officer**

Signed for and on behalf of Arkel Underwriting

## IMPORTANT TELEPHONE NUMBERS

### 1. Alterations to or questions concerning Your Policy cover:

To amend **Your Policy** or ask a question about the cover, please contact the insurance intermediary who arranged this **Policy** for **You**.

### 2. Claims Helpline

<b>For Loss or Damage to your Let Property and for Employers Liability Claims made against You by Domestic Employees Section 4</b>
<b>Claims Administrators</b>
AmTrust Specialty Limited
<b>Claims Helpline Telephone: 0115 934 9818</b> (9 a.m. – 5 p.m. Mon-Fri)
<b>Claims Address:</b> New Castle House, Castle Boulevard, Nottingham, NG7 1FT
<b>Claims Email:</b> <a href="mailto:claims@amtrusteu.co.uk">claims@amtrusteu.co.uk</a>
Please contact <b>Us</b> and <b>We</b> will provide <b>You</b> with a claim form.
If <b>You</b> have an urgent situation outside normal business hours and need to notify a new claim, the number above will automatically transfer to an out of hours service.

**We** may record or monitor calls for training purposes or to improve the quality of **Our** service.

When calling to report a claim, please have **Your Policy** number ready. See **Your Policy Schedule**

When **You** call the **Claims Administrators** will:

- take details of the loss or damage caused
- allocate **Your** claim to a dedicated Claims Handler, who will then review the details of the claim and give assistance where required.
- instruct a loss adjustor to contact **You** if necessary to discuss **Your** claim and arrange a convenient time, if required, to visit and inspect the damage.

#### **What You should do in an Emergency**

- Take any immediate steps to prevent further damage to the **Property** such as switching off mains services such as gas, electricity and water supply.
- To report a gas or carbon monoxide emergency, or if a pipeline is struck (even if no gas leak has occurred) call the National Gas Emergency Service 24 hours a day on **0800 111 999** (calls are recorded and may be monitored).

**You** must not dispose of any damaged items or conduct permanent repairs as the **Claims Administrators** may need to inspect the damage.

## DEFINITIONS

The following definitions have the same meaning wherever they appear in **Your Policy** or **Schedule**.

### **Accidental Damage**

Sudden and unexpected damage occurring at a specific time and caused by external means.

### **Bedroom**

A room used as or originally designed and built to be a bedroom even if now used for another purpose.

### **Bodily Injury**

Death, **Bodily Injury**, illness or disease.

### **Buildings**

Buildings used wholly or partially as private dwelling(s) and including domestic **Outbuildings**, annexes, **Garages**, domestic fixed fuel oil tanks, drives, patios and terraces, boundary walls, gates, fences and hedges, swimming pools, tennis / squash courts and including landlord's fixtures and fittings, fixed glass, solar panels and fixed sanitary ware, built-in domestic appliances and units, underground pipes and cables and meters owned by **You** or for which **You** are legally responsible, all being situated at the address(es) in the **United Kingdom**, Isle of Man or the Channel Islands.

### **The Business**

The business of a Residential Landlord in respect of the properties as described in **Your Schedule** including:

- the management and upkeep of **Your** residential **Property** and land at the same address;
- providing and managing facilities primarily used for fire prevention, safety or security at **Your** insured residential **Property/ Properties** as shown in **Your Schedule**;
- private work completed with **Your** prior consent by an employed person for **Your** directors, partners or officers;
- the sale or disposal of residential property assets.

### **Claims Administrators**

The party dealing with **Your** claim as shown on **Your Schedule**.

### **Cost of Rebuilding**

The full cost of rebuilding the **Buildings** in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs, up to the **Maximum Buildings Claim Limit**.

### **Domestic Employee**

A person directly employed by **You** to solely carry out domestic duties at the **Property** and not employed by **You** in any capacity in connection with any other business, trade or profession.

### **Endorsement**

A specific term, condition or variation to the standard **Policy** wording.

### **Excess**

The first amount of any claim for which **You** are responsible. If **You** make a claim under more than one section of the **Policy** for loss or damage which happens at the same time and by the same insured peril, **We** will only deduct one single **Excess** (whichever is greater) relevant to the type of Claim.

### **Garage(s)**

A structure originally built for storing a motor vehicle or motor vehicles even if now used for another purpose.

### **Holiday Home**

**Buildings** that are not **Your** or the occupier's main place of residence or address and which are let or loaned by **You** on a short-term basis for holiday / vacation purposes.

### **Heave**

Upward movement of the ground beneath the **Buildings** as a result of the soil expanding.

### **Indirect Loss(es)**

Any other costs that are directly or indirectly caused by the event which led to **Your** claim unless specifically stated as covered in this **Policy**.

## DEFINITIONS

### Insurers/We/Us/Our

The Insurer stated on **Your Schedule**.

### Landlord's Own Contents

Household goods and furnishings, domestic appliances (other than built-in) contained within the **Buildings** and including aerials, satellite dishes, their fittings and masts, which are permanently fixed to the **Buildings** for which **You** are legally responsible but excluding:

- a) any **Property** which is more specifically insured by other insurance;
- b) any living creature;
- c) motor vehicles, electrically, mechanically, or power-assisted vehicles, caravans, trailers, watercraft, aircraft or any accessories for these items;
- d) **Tenants'** own property;
- e) money, credit, cheques and debit cards, securities, deeds, bonds, bills of exchange, promissory notes, documents and manuscripts;
- f) any property used or held for any business, profession or trade purposes;
- g) any part of the **Buildings**;
- h) pedal cycles;
- i) **Valuables**;
- j) Wearing apparel

For leasehold landlords owning individual flats / apartments and maisonettes, within either a purpose-built or converted block of flats or apartments, and where the **Buildings** are fully insured by the Freeholder, the **Contents** sum insured will also cover landlord's fixtures and fittings installed and owned by **You** or for which **You** are legally responsible, all being situated at the address(es) shown on the **Schedule** but excluding any **Property** which is more specifically insured by other insurance.

### Landlord's White Goods

Any kitchen appliances that are not integral for which **You** are legally responsible.

### Landslip

Sudden downward movement of sloping ground or gradual creep of a slope over a period of time.

### Maximum Claim Limit (also see Sum Insured)

The most **We** will pay for any one claim under any section (or its extension) as shown in the **Schedule**.

- The **Maximum Claim Limit** for Section 1 - **Buildings** as shown in **Your Schedule**.
- The **Maximum Claim Limit** for Section 2 - **Landlord's Own Contents** as shown in **Your Schedule**.

If the limits shown in **Your Schedule** are insufficient, please contact **Your** insurance adviser.

### Outbuildings

Unless **We** agree otherwise in writing, these are sheds, greenhouses and other structures but do not include:

- **Garages**;
- carports or other structures that are open on one or more sides;
- detached structures that are lived in;
- any structure which is not on a permanent foundation or base;
- tree houses; aviaries or pigeon lofts;
- inflatable structures of any kind;
- mobile homes;
- any structure which is made of canvas, PVC or any other non-rigid material (except greenhouses); or
- any structure not within the boundary of the **Property**, unless **We** agree otherwise in writing.

### Period of Insurance

The period stated in **Your Schedule** for which **We** agree to insure **You**, provided the full premium has been paid to **Us**.

### Policy

The policy incorporates the policy booklet, **Schedule** and **Endorsements** and forms **Your** insurance contract with **Us**.

### Property / Properties

The **Buildings** at the postcode address as shown in **Your Schedule**.

## DEFINITIONS

### **Proposal / Application Form and /or Statement of Fact**

The statement of fact contains the information **You** gave **Us**.

This includes information given by others on **Your** behalf.

### **Rental Income**

The money paid or payable to **You** for tenancies and other charges for services provided in the course of **The Business** in connection with the **Property**.

### **Schedule**

The document which provides specific details of the insurance cover in force. This will show:

- the **Policy** number
- **Your** name and address;
- the **Period of Insurance**;
- the sections of this **Policy** booklet that apply;
- the **Excess(es)** that apply;
- the premium **You** must pay;
- the **Property /Properties** insured;
- the **Maximum Claim Limits** and **Sums Insured** that apply, and
- details of any extensions or **Endorsement** that apply

**We** will issue a **Schedule** with each new contract of insurance, and when **You** renew the **Policy** or when **We** change the **Policy** cover as requested by **You**.

### **Storm**

- Strong winds in excess of forty-seven (47) knots (fifty-four (54) mph) that may be accompanied by heavy rain, snow or sleet.
- Torrential rain in excess of twenty-five (25)mm per hour.
- Snow settling to a depth of at least twelve (12) inches (thirty (30) cm) in a twenty-four (24)-hour period.
- Hail causing glass breakage or denting of metal surfaces.

### **Subsidence**

Downward movement of the ground beneath the **Buildings** (other than by the action of made-up ground settling or by structures bedding down within ten (10) years of construction).

### **Sum Insured / Maximum Claim Limit**

The amount as shown in **Your Schedule** and being the most **We** will pay in the event of any claim on this **Policy**.

If the limits shown in **Your Schedule** are insufficient, please contact **Your** Insurance Broker / Intermediary.

### **Tenant**

A person occupying **Your Property** by virtue of a **Tenancy Agreement**.

### **Tenancy Agreement**

1. A **Tenancy Agreement** in writing made between **You** and the **Tenant** within the meaning of the Housing Act 1988 and 1996 and conforms to the Renters' Rights Act 2025, where applicable, or for properties in Scotland the Private Housing (Tenancies) (Scotland) Act 2016, or a **Tenancy Agreement** in which the **Tenant** is a limited company.

In Northern Ireland the Agreement between **You** and the **Tenant** to let the **Property** must not be a Protected Tenancy or a Statutory Tenancy within the meaning of the Rent (NI) Order 1978 nor a Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983 or a **Tenancy Agreement** in which the **Tenant** is a limited company or a **Tenancy Agreement** or Lease of a commercial premises.

2. Any other written residential occupancy agreement such as a Holiday Letting Agreement.

### **Terrorism**

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

### **United Kingdom**

England, Scotland, Wales and Northern Ireland.

## DEFINITIONS

### **Unoccupied**

The **Property** is deemed to be unoccupied when it is not lived in by a **Tenant** for more than sixty (60) consecutive days.

### **Valuables**

Articles of precious metals, jewellery, watches, stamps, medals, money, photographic equipment, furs, curios, works of art, home computer equipment, binoculars and telescopes.

### **Vermin**

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

### **Water Table**

The top level of underground water which has saturated the soil. The **Water Table** may rise or fall depending on the level of rain, sleet, snow, dew, etc that filters in from upper levels of soil (unsaturated soil).

### **You/ Your/ Yours**

The person(s) or in the event of their death, their legally appointed representative(s), firm, company or organisation as specified in the **Schedule** as the Insured.

## SECTION 1 – BUILDINGS

This Section is only applicable if this cover is shown as being included on **Your Schedule**. This insurance covers damage to **Your Residential Let Buildings** as shown in **Your Schedule** against loss or damage directly caused by insured perils listed below: The cover provided by this Section is subject to the General Conditions, Claims Conditions and Exclusions

What is Insured	What is Not Insured
	The <b>Excess</b> as shown in <b>Your Schedule</b> for each insured peril listed
1. Fire, Smoke, Explosion, Lightning, or Earthquake.	<ul style="list-style-type: none"> <li>a) loss or damage caused by smog, industrial or agricultural output;</li> <li>b) loss or damage by tobacco burns, scorching or melting or heat distortion unless accompanied by flame;</li> <li>c) damage caused by or consisting of the bursting by steam pressure of a boiler, economiser or other vessel, machine or apparatus where internal pressure is due to steam only, that belongs to <b>You</b> or is under <b>Your</b> control, unless it is used for domestic purposes only.</li> </ul>
2. <b>Storm</b> or flood.	<ul style="list-style-type: none"> <li>a) loss or damage caused by frost;</li> <li>b) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, swimming pools and tennis courts;</li> <li>c) loss or damage to garden fences, posts, hedges and gates;</li> <li>d) loss or damage caused by rising <b>Water Table</b> levels.</li> </ul>
3. Water or oil escaping from any fixed water or heating installation, plumbed-in domestic apparatus, tanks and pipes.	<ul style="list-style-type: none"> <li>a) loss or damage whilst the <b>Buildings</b> are <b>Unoccupied</b>;</li> <li>b) loss or damage to the apparatus from which water or oil has escaped;</li> <li>c) loss or damage caused by gradual emission;</li> <li>d) loss or damage caused by faulty workmanship;</li> <li>e) if the installation is outdoors or in an <b>Outbuilding</b>, unless the installation is connected to a domestic heating boiler protected by a 'frost-stat device';</li> <li>f) loss or damage caused by the failure or lack of appropriate sealant and/or grout in tiles, bath, WC's, shower, basin and surrounds.</li> </ul>
4. Theft or attempted theft caused by violent and forcible entry or exit, including losses caused by the occupying <b>Tenant(s)</b>	<ul style="list-style-type: none"> <li>a) loss or damage whilst the <b>Buildings</b> are <b>Unoccupied</b>;</li> <li>b) loss or damage caused by deception unless deception is used solely to gain entry to <b>Your Property</b>;</li> <li>c) loss or damage caused by occupying <b>Tenant(s)</b> exceeding £5,000</li> </ul>
5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.	Loss or damage caused by domestic pets or <b>Vermin</b>
6. Riot, civil commotion, Strikes, Labour and Political disturbances.	
7. Malicious damage or vandalism, including damage caused by the occupying <b>Tenant(s)</b> .	<ul style="list-style-type: none"> <li>a) loss or damage whilst the <b>Buildings</b> are <b>Unoccupied</b>;</li> <li>b) loss or damage caused by the occupying <b>Tenant(s)</b> exceeding £5,000</li> </ul>
8. <b>Subsidence, Heave</b> or <b>Landslip</b> of the site upon which the <b>Buildings</b> stand.	<ul style="list-style-type: none"> <li>a) loss or damage caused by erosion of the coast or riverbank;</li> <li>b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the main <b>Building</b> is damaged at the same time;</li> <li>c) loss or damage caused by structural repairs, alterations, demolitions or extensions;</li> <li>d) loss or damage arising from faulty or defective workmanship, designs or materials;</li> <li>e) normal settlement, shrinkage or expansion.</li> </ul>

**SECTION 1 –BUILDINGS CONTINUED**

What is Insured	What is Not Insured
<p>8 <b>Subsidence, Heave or Landslip</b> of the site upon which the <b>Buildings</b> stand (continued)</p>	<p>f) loss or damage that originated prior to the commencement of this insurance;  g) loss or damage caused by the movement of solid floors unless the foundations beneath the floor are damaged at the same time and by the same cause;  h) loss or damage to <b>Buildings</b> caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the <b>Buildings</b>.</p>
<p>9. Damage caused by falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.</p>	<p>a) loss or damage caused by maintenance to trees;  b) loss or damage to gates and fences;  c) loss or damage to aerials, dishes and masts;  d) The cost of removal of any part of a tree that remains below ground;  e) The cost of removing the fallen object unless damage has been caused to the <b>Property/Properties</b> listed on <b>Your Schedule</b>.</p>
<p>10 Loss of <b>Rental Income</b></p> <p>The loss of <b>Rental Income</b> if the <b>Property</b> insured under the <b>Buildings</b> section is damaged during the <b>Period of Insurance</b> and as a result a <b>Tenant</b> is not able to occupy the <b>Property</b></p> <p><b>We will pay You:</b></p> <p>1. The difference between <b>Your Rental Income</b> as stated in the <b>Tenancy Agreement</b> in force immediately before the date of the damage insured by this section and any lower amount <b>You</b> accept from a <b>Tenant</b> during the period of repair.</p> <p>2. Additional costs and expenditure necessarily and reasonably incurred by <b>You</b>. This will include the cost of re-letting the <b>Property</b> and the associated legal fees in trying to avoid or limit the loss of <b>Rental Income</b> that, without the expenditure, would have taken place during the period of repair because of the damage caused by an insured event.</p> <p>3 <b>We will pay You</b> for loss of <b>Rental Income</b> following interruption of or interference with <b>The Business</b> caused by damage from a cause insured under this <b>Buildings</b> Section 1 to property at any:</p> <ul style="list-style-type: none"> <li>• public electricity generating station or sub-station;</li> <li>• land based premises of the public gas supply or of any natural gas producer linked directly to them;</li> <li>• water works and pumping stations of the public water supply;</li> <li>• land based premises of the public telecommunications network,</li> </ul> <p>from which <b>You</b> obtain and pay for mains electricity, gas, water or telecommunications services within the <b>United Kingdom</b>, Isle of Man or the Channel Islands.</p>	<p><b>We will not pay</b></p> <p>a) any amount exceeding 20% of the <b>Buildings Sum Insured</b> shown in <b>Your Schedule</b>;  b) for losses incurred in a period exceeding twenty-four (24) months from the date of the incident causing the insured damage;  c) if <b>We</b> have not made a payment or accepted liability for loss or damage to the <b>Buildings</b> under Section 1 of this <b>Policy</b>;  d) If <b>You</b> have not made all efforts to complete the repairs and re-letting of the <b>Property</b> as soon as possible after the damage caused by an insured event,</p> <p>unless stated otherwise in <b>Your Schedule</b> and provided this cover is not insured elsewhere.</p> <p><b>We will not cover loss of Rental Income</b> resulting from damage caused by or resulting from the deliberate act of the services provider or from the withholding of the supply of water, electricity, gas, fuel or telecommunication services by the provider.</p> <p><b>NOTE</b>  <b>Unoccupied Buildings</b>  Where <b>You</b> are insured for loss of <b>Rental Income</b> from a damaged property that is empty at the time of any insured event, <b>You</b> will need to provide documentary evidence of what <b>You</b> would have earned from contracted <b>Rental Income</b> and the date from when <b>You</b> would have started to earn it.</p> <p><b>We will take into account</b> negotiations with prospective new <b>Tenants</b> before and after the damage, the demand for similar accommodation in the locality and the general level of rents. If required, <b>We</b> will take the advice of a professional valuer acceptable to <b>Us</b> and to <b>You</b>.</p> <p>Any fees so incurred will also be included under this insurance.</p>

## SECTION 1 –BUILDINGS CONTINUED

What is Insured	What is Not Insured
<p>11. Alternative Accommodation</p> <p>The cost of up to twenty-four (24) months alternative equivalent residential accommodation for <b>Your Tenants</b> incurred by <b>You</b> as a result of the <b>Property</b> becoming totally uninhabitable following loss or damage caused by any of the perils listed in Section 1 of this <b>Policy</b>.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>a) any amount exceeding 20% of the <b>Buildings Sum Insured</b> shown in <b>Your Schedule</b>;</li> <li>b) alternative accommodation costs where <b>You</b> have no obligation to provide such accommodation under the terms and conditions of any <b>Tenancy Agreement</b> in place at the time of the loss or where no <b>Tenancy Agreement</b> exists;</li> <li>c) any alternative accommodation costs for a period that falls outside the Term of the existing <b>Tenancy Agreement</b>;</li> <li>d) alternative accommodation costs following the completion of works to reinstate the <b>Building</b> to its pre-loss condition;</li> <li>e) extra costs incurred by <b>You</b> in a period not exceeding twenty-four (24) months from the date of the insured incident;</li> </ul> <p>unless stated otherwise in <b>Your Schedule</b> and provided this cover is not insured elsewhere.</p>
<p>12. Increased domestic metered water charges</p> <p>The cost incurred by <b>You</b> resulting from escape of water and a subsequent claim under Section 1 caused by escape of water under this <b>Policy</b>.</p>	<p>any amount exceeding £5,000 in any one <b>Period of Insurance</b>.</p>
<p>13. Debris Removal and Architect Surveyors Fees</p> <p>Expenses incurred by <b>You</b> because of removal of debris including <b>Tenants'</b> contents not insured elsewhere; plus</p> <p>Compliance with Building Regulations, UK Government or Local Authority requirements; plus</p> <p>Architects' and surveyors' fees incurred in the reinstatement of the <b>Building</b> following loss or damage caused by any of the perils listed in Section 1 of <b>Your Policy</b>.</p>	<ul style="list-style-type: none"> <li>a) any amount exceeding the <b>Buildings Sum Insured</b> as show in <b>Your Schedule</b>;</li> <li>b) any fees charged in the preparation of a claim;</li> <li>c) any costs that relate to undamaged parts of the <b>Buildings</b>, except the foundations of the damaged parts of the <b>Buildings</b>;</li> <li>d) costs involved in meeting requirements set out by the building regulations and/or appropriate Laws or Acts if notice was served on <b>You</b> before the loss or damage happened;</li> <li>e) the cost of making the site stable.</li> </ul>
<p>14. Trace and Access</p> <p><b>We</b> will pay for extra expenses incurred by <b>You</b> in locating the source and the subsequent making good of damage to the <b>Buildings</b> following loss or damage caused by Peril 3 under Section 1 of this <b>Policy</b>.</p>	<ul style="list-style-type: none"> <li>a) any amount exceeding £5,000;</li> <li>b) loss or damage to the apparatus from which water or oil has escaped;</li> <li>c) loss or damage caused by rising <b>Water Table</b> levels.</li> </ul>
<p>15. Purchased Interest</p> <p><b>We</b> will protect a contracting purchaser until completion of the sale or expiry of this <b>Policy</b> whichever is the sooner for the same limits and insured perils as shown on <b>Your Schedule</b></p>	<p>any cover if the <b>Buildings</b> are otherwise insured.</p>

## SECTION 1 –BUILDINGS CONTINUED

What is Insured	What is Not Insured
<p>16. Damage to External Fabrics</p> <p><b>We</b> will pay <b>You</b> for:</p> <ol style="list-style-type: none"> <li>damage to the external fabric of <b>Your Property</b> as a result of theft or attempted theft;</li> <li>damage following entry of rainwater as a result of theft or attempted theft of the external fabric of the insured <b>Property</b>;</li> <li>the cost of replacing and/or replenishing extinguishment materials when <b>You, Your Employees</b> or the fire brigade attempt to extinguish or minimise loss by fire.</li> </ol>	<ol style="list-style-type: none"> <li>any amount exceeding £5,000 in any one <b>Period of Insurance</b>.</li> <li>any costs and expenses that can be recovered from the Public Authority responsible.</li> </ol> <p>This cover does not apply to any <b>Property</b> which is <b>Unoccupied</b></p>
<p>17. Replacement Locks</p> <p><b>We</b> will pay <b>You</b> for the cost of replacing external door locks after the loss of all sets of keys to the <b>Property</b> due to:</p> <ol style="list-style-type: none"> <li>theft from the <b>Property, Your</b> registered office or from <b>Your</b> own home;</li> <li>theft following hold-up when the keys are in the personal custody of <b>You</b> or any principal, director, partner or <b>Employee</b> authorised to hold such keys; evidence that the keys have been duplicated by an unauthorised person.</li> <li>accidental loss</li> </ol>	<p>any amount exceeding £1,000 for any one <b>Period of Insurance</b>.</p> <p>This cover does not apply to any <b>Property</b> which is <b>Unoccupied</b>.</p>
<p>18. Emergency Access</p> <p><b>We</b> will pay <b>You</b> up to the amount shown in <b>Your Schedule</b> for damage to the <b>Buildings</b> and/or gardens caused by forced access by the Emergency Services as a result of an emergency involving <b>Your Tenants</b>.</p>	<p>any amount exceeding the <b>Buildings Sum Insured</b> as shown in <b>Your Schedule</b>.</p> <p>This cover does not apply to any <b>Property</b> which is <b>Unoccupied</b>.</p>
<p>19. <b>Landlord's White Goods</b></p> <p><b>We</b> will pay for damage caused by any of the insured perils to <b>Landlord's White Goods</b> belonging to <b>You</b> as the landlord whilst they are at the <b>Premises</b> for the sole use of the <b>Tenant(s)</b>.</p>	<p>any amount exceeding £5,000 for any one <b>Period of Insurance</b></p>
<p>20. <b>Accidental Damage</b> to underground pipes, tanks, cables and services for which <b>You</b> are legally responsible.</p> <p><b>We</b> will also pay <b>You</b> for the reasonable costs that <b>You</b> incur in tracing / finding the source of damage and repairing it, up to the <b>Maximum Claim Limit</b> as shown in <b>Your Schedule</b> for any one claim</p>	<ol style="list-style-type: none"> <li>any amount exceeding £5,000 in any one <b>Period of Insurance</b></li> <li>loss or damage due to wear and tear or gradual deterioration;</li> <li>loss or damage caused by faulty materials, design, workmanship or because of any alterations, renovations or repairs;</li> <li>damage caused by or consisting of a mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment where the breakdown or derangement originates; joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection with them.</li> </ol>
<p>21. <b>Accidental Damage</b> to fixed glass, sanitary fixtures and ceramic hobs forming part of the Insured <b>Property</b>.</p>	<ol style="list-style-type: none"> <li>loss or damage whilst the <b>Buildings</b> are <b>Unoccupied</b>;</li> <li>loss or damage caused by chipping, denting or scratching;</li> <li>loss or damage to ceramic hobs in free-standing cookers</li> </ol>

## SECTION 1 – BUILDINGS CONTINUED

What is Insured	What is Not Insured
<p>22. Tree Felling or Lopping</p> <p><b>We</b> will pay reasonable costs and expenses necessarily incurred in felling, lopping and removing trees for which <b>You</b> are legally responsible, and which are an immediate threat to the safety of life or property.</p>	<p>a) any amount more than £500 in any one <b>Period of Insurance</b>.</p> <p>b) for legal or local authority costs involved in removing trees.</p> <p>c) for costs incurred solely to comply with a Preservation Order</p> <p>d) for the costs incurred in respect of routine maintenance</p>
<p>23. Removal of Nests</p> <p><b>We</b> will pay costs reasonably and necessarily incurred with <b>Our</b> consent in respect of removing bees, wasps and hornets nests from the <b>Property</b>.</p>	<p>any amount more than £1,500 in any one <b>Period of Insurance</b>.</p> <p>This cover does not apply to any <b>Property</b> which is <b>Unoccupied</b></p>

## SECTION 1 – BUILDINGS: OPTIONAL ACCIDENTAL DAMAGE

This cover is only applicable if this cover is shown as being included on **Your Schedule**.

The cover provided by this Section is subject to the General Conditions, Claims Conditions and Exclusions of this Insurance.

**We** will cover **Your Residential Let Buildings** as shown in **Your Schedule** against loss or damage caused by the following insured events:

What is Insured	What is Not Insured
<p><b>24. Accidental Damage to the Buildings</b></p>	<p>The <b>Excess</b> as shown in <b>Your Schedule</b></p> <ul style="list-style-type: none"> <li>a) loss or damage caused by loss or damage due to wear and tear or gradual deterioration;</li> <li>b) loss or damage caused by vermin; fungus; insects or atmospheric or climatic conditions or domestic pets;</li> <li>c) loss or damage whilst the <b>Buildings</b> are <b>Unoccupied</b>;</li> <li>d) cost of any maintenance, redecoration or repair;</li> <li>e) loss or damage caused by wet or dry rot;</li> <li>f) loss or damage caused by faulty materials, design, workmanship or because of alterations, renovations or repairs;</li> <li>g) loss or damage as a result of any building alterations, renovations or repairs;</li> <li>h) loss or damage if previously specifically excluded from cover.</li> </ul>
<p><b>25. Unauthorised Use of Main Services</b></p> <p><b>We</b> will pay <b>You</b> for the charges that <b>You</b> are directly responsible for if gas, electricity, oil or water is discharged from a metered system, arising from unauthorised use by persons taking possession, keeping possession or occupying the <b>Property</b> without <b>Your</b> authority, provided that <b>You</b> take all possible steps to terminate the unauthorised use as soon as it is discovered.</p>	<p>Claims for damage exceeding £5,000 in any one <b>Period of Insurance</b></p>

## CONDITIONS THAT APPLY TO SECTION 1 – BUILDINGS

### Index-linking Clause

The Sums Insured in Section 1 **Buildings** may be adjusted each month in accordance with the following indices: House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors (or some other suitable index the Insurer decides upon)

No additional premium will be charged for each monthly increase but at each renewal the premium will be calculated on the revised **Sums Insured** which will be shown on **Your** renewal **Schedule**.

### Basis of Claims Settlement

In the event of loss or damage to the **Buildings**, **We** will pay the full cost of reinstatement up to any **Maximum Claim Limits**, as long as the **Buildings** are maintained in a good state of repair and they are insured for the full cost of reinstatement, or the **Maximum Claim Limit** on **Buildings** up to six (6) bedrooms has been set as per agreed derived values determined by the **Insurers** by reference to the number of bedrooms and age / type of property.

If the **Buildings** have not been maintained in a good state of repair, **We** will take into account the condition of the **Building** and **We** may refuse to pay the claim or **We** may reduce the amount of any payment **We** make for the claim.

In respect of any claim made under this **Policy**, **Our** liability will:

- 1) not exceed the proportion that the sum(s) insured bears to the full cost of reconstruction of each **Property** as stated in the **Schedule**.
- 2) not exceed the **Sum Insured / Maximum Claim Limit** for each **Property** as stated in the **Schedule**.

It is **Your** responsibility to ensure that at all times the **Buildings Sum Insured / Maximum Claim Limit** reflects the total cost of reinstatement and associated fees to rebuild **Your Property**.

**We** will not pay for the cost of replacing or repairing any undamaged part(s) of the **Building(s)** which forms part of a pair, set, suite or part of a common design.

**We** will not reduce the **Buildings Sum Insured / Maximum Claim Limit** under this Section following a claim provided that **You** agree to carry out **Our** recommendations to prevent further loss or damage.

### Mortgagees Interest

The interest of any mortgage provider noted on the **Schedule** will not be prejudiced by any act of neglect by **You** or the **Tenant** of the insured **Buildings** whereby the danger of loss or damage is increased without the authority or knowledge of the mortgage provider so long as the mortgage provider notifies **Us** and pays an additional premium (if required) once they are aware of any such act of neglect by **You**.

In addition, **Your** interest or the interest of the mortgagee(s) under this insurance will not be prejudiced by any deliberate act or neglect of the occupiers or **Tenants** of any property where the risk of damage is increased without **Your** or the mortgagees authority or knowledge, provided that once **You** or the mortgagees are aware of the increased risk, **You** must give **Us** written notice as soon as possible and pay any additional premium that **We** may require.

### Individual Flats Condition

Where **Your Property** is an individual flat, **We** will only be responsible for **Our** proportionate share of any claim relating to portions of the **Property** for which **You** are legally responsible.

### Flat Roof Condition

Any flat portions of the roof of the **Buildings** and rain water gullies, downspouts are to be inspected at least once every five (5) years by a competent roofing contractor and any recommendations must be fully implemented.

## CONDITIONS THAT APPLY TO SECTION 1 – BUILDINGS

### Special Conditions applicable to Subsidence, Ground Heave and Landslip

#### 1. Demolition, Ground Works, Excavation or Construction condition (works in progress)

**You** must tell **Us** as soon as possible if **You** become aware of any demolition, ground works, excavation, new construction or structural works to existing **Property** or being carried out on any adjoining site to the **Property**.

If **You** fail to comply with these conditions, **We** may not pay **Your** claim, or any payment could be reduced, in respect of loss or damage resulting from any demolition, ground works, excavation or construction.

#### 2. Tree inspection and Pruning condition.

In accordance with the Duty of Care General Policy Conditions, **You** must arrange annually, at **Your** own expense, for a tree surgeon or similar professional to inspect trees within ten (10) metres of the **Property** and over five (5) metres in height to ensure that they do not affect the structure, drains or sewers at the **Property** and prune or pollard trees as recommended by the professional tree surgeon.

If **You** fail to comply with these conditions, **We** may not pay **Your** claim or any payment could be reduced, in respect of loss or damage resulting from any failure to undertake Tree inspections and or recommend pruning.

## SECTION 2 – LANDLORD’S OWN CONTENTS

This Section is only applicable if this optional cover is shown as being included on **Your Schedule**.

The cover provided by this Section is subject to the General Conditions, Claims Conditions and Exclusions of this Insurance.

This Section covers **Landlord’s Own Contents** at the **Property** shown on **Your Schedule** against loss or damage caused by the following insured perils.

What is Insured	What is Not Insured
	The <b>Excess</b> as shown in <b>Your Schedule</b> for each insured peril listed
1. Fire, smoke, explosion, lightning, or earthquake.	<ul style="list-style-type: none"> <li>a) loss or damage caused by smog, industrial or agricultural output;</li> <li>b) loss or damage by tobacco burns, scorching or melting or heat distortion unless accompanied by flame.</li> </ul>
2. <b>Storm</b> or flood.	<ul style="list-style-type: none"> <li>a) <b>Landlord’s Own Contents</b> in the open;</li> <li>b) loss or damage caused by frost;</li> <li>c) loss or damage to domestic fixed fuel oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts;</li> <li>d) loss or damage caused by rising <b>Water Table</b> levels.</li> </ul>
3. Water or oil escaping from any fixed water or heating installation, apparatus and pipes.	<ul style="list-style-type: none"> <li>a) the escape of water <b>Excess</b> as shown in <b>Your Schedule</b>;</li> <li>b) loss or damage whilst the <b>Buildings</b> are <b>Unoccupied</b>;</li> <li>c) loss or damage to the apparatus from which water or oil has escaped;</li> <li>d) loss or damage caused by gradual emission;</li> <li>e) any amount exceeding the amount shown in <b>Your Schedule</b> in any one <b>Period of Insurance</b>;</li> <li>f) loss or damage caused by faulty workmanship;</li> <li>g) loss or damage caused by the failure or lack of appropriate sealant and/or grout in tiles, bath, WC’s, shower basin and surrounds.</li> </ul>
4. Theft or attempted theft caused by violent and forcible entry or exit, including loss or damage caused by the occupying <b>Tenant(s)</b> .	<ul style="list-style-type: none"> <li>a) loss or damage whilst the <b>Buildings</b> are <b>Unoccupied</b>;</li> <li>b) loss or damage caused by deception unless deception is used solely to gain entry to <b>Your Property</b>;</li> <li>c) any amount in excess of £1,500 in respect of <b>Landlord’s Contents</b> contained within detached domestic <b>Outbuildings</b> and /or <b>Garages</b>;</li> <li>d) loss of any item whilst in the open;</li> <li>e) loss or damage caused by the <b>Tenant(s)</b> exceeding £5,000</li> </ul>
5. Collision or impact by any animal, vehicle, aircraft or aerial devices including items dropped from them.	Loss or damage caused by domestic pets or <b>vermin</b>
6. Riot, Civil commotion, Strikes, Labour and Political disturbances	
7. Malicious damage or vandalism, including loss or damage caused by the occupying <b>Tenant(s)</b> .	<ul style="list-style-type: none"> <li>a) loss or damage whilst the <b>Buildings</b> are <b>Unoccupied</b>;</li> <li>b) loss or damage caused by the <b>Tenant(s)</b> exceeding £5,000</li> </ul>

**SECTION 2 – LANDLORD’S OWN CONTENTS CONTINUED**

What is Insured	What is not Insured
<p>8. <b>Subsidence, Heave or Landslip</b> of the site upon which the <b>Buildings</b> stand.</p>	<p>a) loss or damage caused by erosion of the coast or riverbank;</p> <p>b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the main <b>Building</b> is damaged at the same time;</p> <p>c) loss or damage caused by structural repairs, alterations, demolitions or extensions;</p> <p>d) loss or damage arising from faulty or defective workmanship, designs or materials;</p> <p>e) normal settlement, shrinkage or expansion;</p> <p>f) the subsidence excess specified in <b>Your Schedule</b>;</p> <p>g) loss or damage that originated prior to the commencement of this insurance;</p> <p>h) loss or damage caused by the movement of solid floors unless the foundations beneath the floor are damaged at the same time and by the same cause;</p> <p>i) loss or damage to <b>Landlord’s Contents</b> caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the <b>Buildings</b>.</p>
<p>9. Damage caused by falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.</p>	<p>a) loss or damage caused by maintenance to trees;</p> <p>b) loss or damage to gates and fences;</p> <p>c) loss or damage to aerials, dishes and masts.</p>
<p>10. Loss of <b>Rental Income</b></p> <p>The loss of <b>Rental Income</b> if the <b>Property</b> insured under the <b>Landlord’s Own Contents</b> section is damaged during the <b>Period of Insurance</b> and as a result a <b>Tenant</b> is not able to occupy the <b>Property</b></p> <p><b>We will pay You:</b></p> <p>1. The difference between <b>Your Rental Income</b> as stated in the <b>Tenancy Agreement</b> in force immediately before the date of the damage insured by this section and any lower amount <b>You</b> accept from a <b>Tenant</b> during the period of repair.</p> <p>2. Additional costs and expenditure necessarily and reasonably incurred by <b>You</b>. This will include the cost of re-letting the <b>Property</b> and the associated legal fees in trying to avoid or limit the loss of <b>Rental Income</b> that, without the expenditure, would have taken place during the period of repair because of the damage caused by an insured event.</p> <p>3. <b>We</b> will pay <b>You</b> for loss of <b>Rental Income</b> following interruption of or interference with <b>The Business</b> caused by damage from a cause insured under this <b>Landlord’s Own Contents</b> Section 2 to property at any:</p> <ul style="list-style-type: none"> <li>• public electricity generating station or sub-station;</li> <li>• land based premises of the public gas supply or of any natural gas producer linked directly to them;</li> <li>• water works and pumping stations of the public water supply;</li> <li>• land based premises of the public telecommunications network,</li> </ul> <p>from which <b>You</b> obtain and pay for mains electricity, gas, water or telecommunications services within the <b>United Kingdom</b>, Isle of Man or the Channel Islands.</p>	<p><b>We</b> will not pay</p> <p>a) any amount exceeding 20% of the <b>Landlord’s Own Contents Sum Insured</b> shown in <b>Your Schedule</b>;</p> <p>b) for losses incurred in a period exceeding twenty-four (24) months from the date of the incident causing the insured damage;</p> <p>c) if <b>We</b> have not made a payment or accepted liability for loss or damage to the <b>Landlord’s Own Contents</b> under Section 2 of this <b>Policy</b>;</p> <p>d) If <b>You</b> have not made all efforts to complete the repairs and re-letting of the <b>Property</b> as soon as possible after the damage caused by an insured event,</p> <p>unless stated otherwise in <b>Your Schedule</b> and provided this cover is not insured elsewhere.</p> <p><b>We</b> will not cover loss of <b>Rental Income</b> resulting from damage caused by or resulting from the deliberate act of the services provider or from the withholding of the supply of water, electricity, gas, fuel or telecommunication services by the provider.</p> <p><b>NOTE</b></p> <p><b>Unoccupied Buildings</b></p> <p>Where <b>You</b> are insured for loss of <b>Rental Income</b> from a damaged property that is empty at the time of any insured event, <b>You</b> will need to provide documentary evidence of what <b>You</b> would have earned from contracted <b>Rental Income</b> and the date from when <b>You</b> would have started to earn it.</p> <p><b>We</b> will take into account negotiations with prospective new <b>Tenants</b> before and after the damage, the demand for similar accommodation in the locality and the general level of rents. If required, <b>We</b> will take the advice of a professional valuer acceptable to <b>Us</b> and to <b>You</b>.</p> <p>Any fees so incurred will also be included under this insurance.</p>

**SECTION 2 – LANDLORD’S OWN CONTENTS CONTINUED**

<b>What is Insured</b>	<b>What is not Insured</b>
<p>11. Alternative Accommodation</p> <p>The cost of up to twenty-four (24) months alternative equivalent residential accommodation for <b>Your Tenants</b> incurred by <b>You</b> as a result of the <b>Property</b> becoming totally uninhabitable following loss or damage caused by any of the perils listed in Section 2 of this <b>Policy</b>.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"> <li>a) any amount exceeding 20% of the <b>Landlord’s Own Contents Sum Insured</b> shown in <b>Your Schedule</b>;</li> <li>b) alternative accommodation costs where <b>You</b> have no obligation to provide such accommodation under the terms and conditions of any <b>Tenancy Agreement</b> in place at the time of the loss or where no <b>Tenancy Agreement</b> exists;</li> <li>c) any alternative accommodation costs for a period that falls outside the Term of the existing <b>Tenancy Agreement</b>;</li> <li>d) alternative accommodation costs following the completion of works to reinstate the <b>Property</b> to its pre-loss condition;</li> <li>e) extra costs incurred by <b>You</b> in a period not exceeding twenty-four (24) months from the date of the insured incident,</li> </ul> <p>unless stated otherwise in <b>Your Schedule</b> and provided this cover is not insured elsewhere.</p>

## SECTION 2 – LANDLORD’S OWN CONTENTS: OPTIONAL ACCIDENTAL DAMAGE

This cover is only applicable if this cover is shown as being included on **Your Schedule**.

The cover provided by this Section is subject to the General Conditions, Exclusions and Claims Conditions of this Insurance.

What is Insured	What is Not Insured
<p>12. <b>Accidental Damage</b> to the <b>Landlord’s Contents</b> contained within the <b>Property</b> in addition to those Perils as listed in Section 2</p>	<p>The <b>Excess</b> as shown in <b>Your Schedule</b></p> <p>a) loss or damage if previously specifically excluded from cover;</p> <p>b) loss or damage caused by normal wear and tear;</p> <p>c) loss or damage caused by <b>Vermin</b>, insects, fungus or atmospheric or climatic conditions;</p> <p>d) loss or damage caused by cleaning or making repairs; or alterations;</p> <p>e) any loss or damage caused by pets;</p> <p>f) loss or damage whilst the <b>Buildings</b> are <b>Unoccupied</b> for sixty (60) days or more;</p> <p>g) loss or damage as a result of mechanical or electrical breakdown;</p>

## CONDITIONS THAT APPLY TO SECTION 2 – LANDLORD’S OWN CONTENTS

### Index-linking Clause

The **Sums Insured** in Section 2 **Landlord’s Own Contents** may be adjusted each month in accordance with the following indices: The Consumer Durable section of the General Index of Retail Prices or its equivalent.

No additional premium will be charged for each monthly increase but at each renewal the premium will be calculated on the revised **Sums Insured** which will be shown on **Your** renewal **Schedule**.

### Basis of Claims Settlement

In the event of loss or damage to **Your Landlord’s Own Contents**, **We** will replace the damaged **Landlord’s Own Contents** as new, provided that the **Sum Insured** is at least equal to the cost of replacing all the **Landlord’s Own Contents**. At **Our** option, **We** may either pay the cost of replacing the lost or damaged item as new or pay the cost of repairing the item.

In respect of any claim made under this **Policy**, **Our** liability will not:

1. exceed the proportion that the **Sum(s) Insured** bears to the full cost of replacement of **Your Landlord’s Own Contents** as stated in the **Schedule**;
2. exceed the **Sum Insured** for **Your Landlord’s Own Contents** as stated in the **Schedule**.

It is **Your** responsibility to ensure that at all times the **Landlord’s Own Content’s Sum Insured** reflects the total cost of replacement of **Your** contents " as new".

**We** will not pay for the cost of replacing any undamaged item(s) of the **Landlord’s Own Contents** of **Your Property** which forms part of a pair, set, suite or part of a common design.

**We** will not reduce the **Sum Insured** under this Section following a claim provided that **You** agree to carry out the **Insurers’** recommendations to prevent further loss or damage.

## SECTION 3 – LANDLORD’S LEGAL LIABILITY

What is Insured	What is not Insured
<p>This section applies in the following way:</p> <ul style="list-style-type: none"> <li>• if the <b>Buildings</b> only are insured, <b>Your</b> legal liability as owner of the <b>Buildings</b> only but not as owner of the <b>Landlord’s Own Contents</b> is covered</li> <li>• If the <b>Landlord’s Own Contents</b> only are insured, <b>Your</b> legal liability arising out of ownership of the <b>Landlord’s Own Contents</b> only (and accidents directly relating to the <b>Landlord’s Own Contents</b>) but not as owner of the <b>Buildings</b> is covered</li> <li>• If the <b>Buildings</b> and <b>Landlord’s Own Contents</b> are insured, <b>Your</b> legal liability as owner of both buildings and contents is covered</li> </ul> <p>All sums which <b>You</b> are legally liable to pay as compensation for accidental death or Bodily Injury to any person or loss or damage to third party property arising, including defence costs and expenses incurred with <b>Our</b> prior written consent.</p> <p>The Limit of Indemnity is £5,000,000 unless stated otherwise on <b>Your Schedule</b></p>	<ul style="list-style-type: none"> <li>a) <b>Bodily Injury</b> or death to any person who is engaged in <b>Your</b> service, or is a member of <b>Your Family</b> or household;</li> <li>b) loss arising directly or indirectly out of the transmission of any communicable disease;</li> <li>c) damage to property under <b>Your</b> custody or control;</li> <li>d) loss or damage arising from any profession, occupation or business other than through private letting of the <b>Buildings</b>;</li> <li>e) arising from the ownership, possession or operation of: <ul style="list-style-type: none"> <li>• any mechanically propelled vehicle other than a private garden vehicle operated within <b>Your Property</b></li> <li>• any power-operated lift</li> <li>• any aircraft or watercraft</li> <li>• a caravan whilst being towed</li> <li>• any dogs designated as dangerous under the Dangerous Dogs Act 1991</li> </ul> </li> <li>f) loss or damage arising from the ownership or use of any land or building not situated within the <b>Property/ Properties</b> as specified in <b>Your Schedule</b>;</li> <li>g) loss or damage arising from pollution or contamination;</li> <li>h) loss or damage where <b>You</b> are entitled to indemnity under any other insurance;</li> <li>i) any cost or expense not agreed by <b>Us</b> in writing.</li> </ul>
<p>Legal liability which may attach to <b>You</b> by virtue of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any <b>Property</b> which has been disposed of by <b>You</b> and which prior to such disposal, was occupied for private residential or private letting purposes by <b>You</b>.</p>	<ul style="list-style-type: none"> <li>a) where <b>You</b> are entitled to indemnity under any other Insurance;</li> <li>b) the cost of remedying any defect or alleged defect which, if not remedied, may cause an accident resulting in injury or damage as aforesaid;</li> <li>c) <b>We</b> will not pay when knowledge of a defect in the <b>Building</b> was known prior to its disposal and nothing was done to rectify the issue;</li> <li>d) where any reported loss pre-dates the commencement of this <b>Policy</b>.</li> </ul>

## SECTION 4 – LANDLORD'S LIABILITY FOR INJURY TO DOMESTIC EMPLOYEES

This cover is only applicable if this cover is shown as being included on **Your Schedule**

The cover provided by this Section 4 is subject to the General Conditions, Claims Conditions and Exclusions of this Insurance. **Your Schedule** will show if this Section is covered.

What is Insured	What is not Insured
<p><b>We</b> will pay all sums which <b>You</b>, are legally liable to pay as a result of <b>Bodily Injury</b> to any <b>Domestic Employee</b> caused within the <b>United Kingdom</b>, Isle of Man or the Channel Islands including defence costs and expenses incurred with <b>Our</b> prior written consent.</p> <p>The limit of indemnity during any <b>Period of Insurance</b> in connection with <b>The Business</b> is up to £10,000,000 unless stated otherwise on <b>Your Schedule</b>.</p>	<p><b>Road Traffic Act exclusion</b>  <b>We</b> will not cover legal liability for <b>Bodily Injury</b> to a <b>Domestic Employee</b> in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation.</p> <p><b>Non Contribution (other insurance) Condition</b>  <b>We</b> will not cover any amount which is insured by any other policy, except for an amount beyond that payable under the other policy, within the limit of indemnity.</p> <p><b>Right of Recovery Condition</b>  The cover provided under this section is in line with any law relating to the compulsory insurance of liability to people employed within the <b>United Kingdom</b>, Isle of Man or the Channel Islands.</p> <p><b>You</b> must repay <b>Us</b> all amounts <b>We</b> pay, which <b>We</b> would not have been liable to pay but for the law.</p>

## GENERAL CONDITIONS – APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

### **IMPORTANT INFORMATION**

If **You** are a private individual the following applies to **You**:

#### **Giving Us all the important information**

When **We** accept **Your** application for this insurance, **We** will rely on the information **You** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information provided by **You** is not complete and accurate the extent of cover may be affected and:

- **We** may cancel **Your** policy and refuse to pay any claim or
- **We** may not pay any claim in full.

**We** will issue a **Schedule** with each new contract of insurance, and when **You** renew the **Policy** or when **We** change the **Policy** cover as requested by **You**.

If **You** are part of a partnership, a sole trader, a limited company or other legal entity the following applies to **You**:

#### **Your Duty of Disclosure**

Under the Insurance Act 2015 **You** have a duty to make fair presentation of the risk to **Us** before this policy starts, at each renewal and when **You** make any amendment(s) to cover.

This means **You** must:

- a) disclose all material facts of which **You** know or ought to know.
- b) make the disclosure in a reasonably clear and accessible way.
- c) make sure that every material representation of fact is substantially correct and made in good faith.

#### **What is a Material Fact?**

A material fact is Information that would influence **Our** decision as to whether to insure **You** and, if so, on what terms.

For the purposes of the duty of fair presentation, **You** are expected to know the following;

- (a) If **You** are an individual (such as a sole trader or individual partner) what is known to **You** and anybody who is responsible for arranging this insurance, or
- (b) if **You** are not an individual (such as a limited company or partnership):
  - what is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised or anybody who is responsible for arranging this insurance.
  - what should reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation (including, but not limited to, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance.
  - If the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.
- (c) Whether **You** are an individual or not, what should reasonably be revealed by a reasonable search of the information available to **You**.

#### **Breach of duty**

If **You** breach **Your** duty to make fair presentation of the risk to **Us**, then:

- where the breach was deliberate or reckless, **We** may avoid this **Policy**, refuse all claims and keep all premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, **We** would not have agreed to provide cover under the **Policy** on any terms, **We** may avoid this policy and refuse all claims, but **We** will return any premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover under this **Policy** but on different terms (other than premium terms), **We** may require that this **Policy** includes such different terms with effect from its commencement, and/or
- where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover under this **Policy** but would have charged higher premiums, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium that **We** would have charged.

For example: if, due to a breach of fair presentation, **We** charged a premium of £250 but **We** should have charged £500, then for any claim submitted and agreed at a settlement value of £2,000, **You** will only be paid £1,000.

## GENERAL CONDITIONS CONTINUED – APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

### Reasonable care and preventing loss

You must take actions to prevent loss or damage to Your Property and ensure that Your Property is maintained in a good state of repair. All security measures installed for the protection of the Building must be regularly maintained and be in use when the Building is left unattended or Unoccupied and between tenancies. These are the Conditions of the insurance that You need to meet as Your part of this contract. If You do not meet these Conditions, We may need to reject a claim payment or a claim payment could be reduced. In some circumstances Your Policy may not be valid.

### Fraudulent claims

In order to protect Our customers from the cost of fraud We and the Claims Administrators work to detect and prevent fraud.

- 1) If You, or anyone acting for You, make a fraudulent claim under this insurance contract, We:
  - a. are not liable to pay the claim; and
  - b. may recover from You any sums paid by Us to You in respect of the claim; and
  - c. may by notice to You treat the contract as having been terminated with effect from the time of the fraudulent act.
  
- 2) If We exercise Our rights under clause 1) c. above:
  - a. We shall not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to Our liability under the Policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
  - b. We need not return any of the premiums paid

### Changes in Circumstances, Type of Occupants or Tenancy Conditions

You must notify Us and Your insurance intermediary of any change in Your circumstances and in particular the use of Your Property; the type of Tenant occupying the Building; the cost of rebuilding Your Property or replacing Your Landlord's Own Contents.

You must tell Us about the following:

- a) before You convert or extend the Buildings;
- b) if You install new furniture as the Contents sum insured may need to be increased. Please read how We settle claims under Section 2 (Landlord's Own Contents);
- c) if You change Your correspondence address or how We can contact You;
- d) If the type or number of Tenants occupying the private residence changes;
- e) if the Property becomes Unoccupied.

### Advice on Unoccupancy

You must notify Us if the Buildings as specified in the Schedule become regularly left unattended for more than sixty (60) days in any single Period of Insurance.

### Multi-Property Policy

It is understood and agreed that each let Property, as listed in Your Schedule, is deemed to be covered as though separately insured.

### Notice of Building Works

You must notify Us prior to the start of any conversions and extensions to any Buildings specified in the Schedule. However, workmen may be employed for the purposes of minor non-structural alterations and decoration without prejudice to this insurance.

### Contracts (Rights of Third Parties) Act

No person or company who is not party to this Policy shall have any rights to enforce any terms or Conditions of this Policy. This shall not affect the right or remedy of the third party that exists or is available apart from this Act.

### Other Insurance

If You have any other insurance which covers the same loss, damage or liability, We will only pay Our share of any claim.

## GENERAL CONDITIONS CONTINUED – APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

### Security

If the **Property** is located in certain postcode areas, **We** may insist that **You** have high-security locks and, in some cases, an alarm system fitted. **We** will print an **Endorsement** on **Your Schedule** showing the security measures **You** have told **Us** are fitted, when they must be used and the cover that is excluded if they are not used. If **We** have insisted that **You** have this security, but it is not fitted or **You** do not keep it in good working order, the cover for damage to the **Buildings** and **Landlord's Own Contents** under the **Policy** will not be valid for theft, attempted theft or malicious damage.

### Maintenance of Flat Roofs

Where flat roofs are present, the flat roof of the insured **Building(s)** specified in the **Schedule** must have been inspected, repaired, renovated or replaced no more than five (5) years prior to inception of this **Policy** and records of this inspection and repair must be made available to **Us** on request.

Future inspection, repair, renovation and replacement where necessary will take place at least once every five (5) years and records of inspection and repair retained for **Our** inspection on request.

If **You** fail to have all of the above works carried out, **We** may decide not to pay the claim.

### Unoccupancy Condition

If the **Buildings** specified in the **Schedule** are left **Unoccupied**: -

- a) The **Buildings** must be inspected at least once every fourteen (14) days by **You** or **Your** representative and a detailed record retained for **Our** inspection on request, showing dates visited, who attended, and any observations made.
- b) The gas and water supplies must be turned off and the water system drained. unless item g) applies.
- c) The electricity supply must be turned off unless required to maintain a security system.
- d) All letter boxes and other openings must be sealed securely if the **Unoccupancy** is for a period of sixty (60) days or more.
- e) All refuse and waste materials must be removed from the interior of the **Property** and no accumulation of refuse and waste is allowed in the adjoining yards or space owned by **You**.
- f) External door locks for the protection of the **Buildings** must be fitted and in use at all times.
- g) During the period 1<sup>st</sup> November to 31<sup>st</sup> March all water systems must be drained, OR the heating system put into effective automatic operation to maintain the internal temperature at a minimum of 15°C (fifteen degrees centigrade)

If **You** do not comply with this Condition, **You** will not be covered and **We** will not make any payment in respect of a claim.

### Landlord's Interest: Non-Invalidation Clause

**Your** interest as Landlord in this insurance shall not be prejudiced by any act or neglect by an authorised **Tenant** or occupier of the **Property** whereby the risk of loss or damage by any insured event is increased without **Your** authority or knowledge providing **You** shall immediately advise **Us** on first becoming aware of such increase of risk and pay any additional premium as may be required by **Us**.

### Fire Extinguishing Appliances Condition

Where necessary to meet regulatory requirements or where required by law a minimum of one Class F fire extinguisher conforming to BS7937 and a fire blanket conforming to BS EN 1869 is located in each cooking area. Fire extinguishing equipment must be:

- 1) maintained in efficient working order;
- 2) routinely tested and any defects promptly rectified.

If **You** do not comply with this Condition, **We** may not pay **Your** claim, or any payment could be reduced, in respect of loss or damage resulting from fire.

# GENERAL CONDITIONS CONTINUED – APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

## UK Let Holiday Homes Condition

If the **Buildings** specified in the **Schedule** are left **Unoccupied**, then: -

- a) The **Buildings** must be inspected at least once every fourteen (14) days by **You** or **Your** representative and a detailed written record retained for **Our** inspection on request, showing dates visited, who attended and any observations made;
- b) The gas and water supplies must be turned off and the water system drained OR the central heating must be set for a continual minimum temperature of 15°C (fifteen degrees centigrade) during the period 1<sup>st</sup> November to 31<sup>st</sup> March
- c) The electricity supply must be turned off unless required for the central heating as in b) above, or to maintain a security system;

If **You** do not comply with this Condition, **You** will not be covered and **We** will not make any payment in respect of a claim.

### Properties or Rooms Occupied as Bedsits

It is a condition that cooking outside any designated kitchen area is limited to the use of microwave ovens, infrared grilles, and other such appliances not producing a naked flame or radiant heat panel.

It is also a condition that no portable heaters be used in rooms used as bedsits.

If **You** do not comply with this Condition, **We** may not pay **Your** claim, or any payment could be reduced, in respect of loss or damage resulting from fire.

### Minimum Security

Where the **Insurer** requires a minimum standard of security to be operative due to location or postcode, this insurance excludes claims for theft under Sections 1 and 2 unless the following are fitted and are used for the protection of the **Buildings** specified in the **Schedule** when the **Property** is left unattended or between tenancies:

- a) **External Doors:** 5 Lever Mortice Deadlocks (conforming to British Standard 3621).
- b) **Patio Doors:** in addition to central locking devices, key operated bolts to top and bottom opening sections.
- c) **Windows:** Key operated security locks to all ground floor and other accessible windows.

### Landlord's Responsibilities

**You** have told **Us**, and **We** have agreed, that **You** have let the private residence to **Tenants**, and **You** have given **Us** information about that tenancy type.

If there are any changes to that information for example, a change of **Tenants**, **You** must tell **Us** and **Your** Insurance Intermediary as soon as practicable.

If **You** fail to give **Us** up-to-date information, and a claim arises, **We** may decide not to pay the claim.

The following conditions will apply on top of those shown in **Your Policy** document:

- a) **You** must meet all local and national authority regulations governing rented accommodation Fire, Gas, Smoke and Carbon Monoxide Alarms, Furniture and Furnishings, Electrical Safety and Legionella. (microbiological monitoring);
- b) The bedrooms of the private residence must not be used for cooking, other than tea and coffee making;
- c) Portable space heaters, other than electric-powered fan or convector types, must not be used in any bedroom of the private residence;
- d) **You** or an authorised person must inspect the inside of the private residence every month if empty / unfurnished or **Unoccupied** for more than sixty (60) days;
- e) All rubbish stored in **Your Buildings** must be removed each week;
- f) **You** must ensure that any vessel, machinery or apparatus or its contents belonging to **You** or under **Your** control, which need examination to comply with any statutory regulations, will have a contract providing the required inspection.

These are the General Conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **Your Policy** may not be valid.

## GENERAL EXCLUSIONS – APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

This **Policy** does not cover the following:

### Radioactive Contamination

Loss or damage to any **Property** resulting or arising from any **Indirect Loss(es)**; any legal liability, directly or indirectly caused by or contributed to by or arising from:

- i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear components.

### Sanctions

**We** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### Terrorism

a) In respect of Sections 3 (**Landlord's Legal Liability**) and 4 (**Landlord's Liability for Injury to Domestic Employees**): Other than to any **Domestic Employee**, liability to third parties or any liability incurred by **You** for damages, costs and expenses directly or indirectly caused by, resulting from or in any connection with any act of **Terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**,

b) In respect of all other Sections of the **Policy**

Any loss of or damage to **Property**, legal liability, expense, consequential loss or **Bodily Injury** directly or indirectly caused by, resulting from or in connection with any act of **terrorism** involving:

- (i) Contamination or the threat of Contamination.
- (ii) Any action taken in controlling, preventing or in any way relating to Contamination or threatened Contamination. regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

For the purpose of this exclusion Contamination means the contamination, poisoning or prevention and/or limitation of the use of property or objects due to effects of any substance or process. If **We** allege that by reason of this exclusion any loss, damage, expense, liability or consequential loss is not covered by this insurance the burden of proving the contrary shall be upon **You**.

### War

Loss or damage occasioned by the consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction or seizure of **Property** under the order of any government or public or local authority.

### Biological or Chemical Materials Exclusion

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### Infectious or Contagious Disease

**Your Policy** does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a) infectious or contagious disease;
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

### Deliberate Act

Loss or damage caused intentionally by **You** or anyone working on **Your** behalf.

### Existing Damage

Loss or damage occurring prior to the commencement of **Your Policy**.

## **GENERAL EXCLUSIONS CONTINUED – APPLICABLE TO ALL SECTIONS OF THIS INSURANCE**

### **Sonic Pressure**

Loss or damage from pressure waves caused by aircraft or other flying devices travelling at sonic or supersonic speeds.

**Indirect** or Subsequent loss as a result of any claim under this **Policy**.

### **Wear and Tear**

Loss or damage as a result of wear and tear, rusting or corrosion; wet or dry rot or fungus or any gradually operating cause.

### **Motor Vehicles**

Loss or damage caused to any **Motor Vehicles** (other than domestic garden implements), caravans, trailers or watercraft and accessories.

### **Domestic Pets**

Loss or damage caused by domestic pets, insects or **Vermin**.

### **Cyber**

Loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus
- iii. any computer related hoax relating to i and/or ii above.

### **Electronic Data**

Loss of or damage to any electronic data (for example files or images) wherever it is stored.

### **Illegal Activities**

Loss or damage caused by or in connection with the property being used by **You**, **Your** family, **Your Tenant(s)** or any other lawful visitor for the conduct or attempted conduct of illegal activity.

### **Faulty Workmanship**

Loss or damage arising from faulty workmanship, defective design, or use of defective materials.

## MAKING A CLAIM

The following conditions apply to all Sections of this **Policy**.

If **You** need to make a claim under this **Policy**, **You** must do the following:

1. Check that the claim is covered by **Your Policy**. Each Section of the **Policy** tells **You** What is covered and What is not covered. The 'Basis of Settlement' paragraph will tell **You** how the claim will be settled, provided that the **Policy** conditions are fulfilled. Please bear in mind that an Insurance policy is NOT a contract that covers routine repair, maintenance or decoration of the **Property**. Please quote **Your Policy** Number in all correspondence.
2. Contact the **Claims Administrators** to provide full details of **Your** claim as soon as possible after the event and always within thirty (30) days.

<b>For Loss or Damage to your Let Property and for Employers Liability Claims made against You by Domestic Employees Section 4</b>
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<b>Claims Administrators</b>
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AmTrust Specialty Limited
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<b>Claims Helpline Telephone: 0115 934 9818</b> (9 a.m. – 5 p.m. Mon-Fri)
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<b>Claims Address:</b> New Castle House, Castle Boulevard, Nottingham, NG7 1FT
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<b>Claim Email:</b> <a href="mailto:claims@amtrusteu.co.uk">claims@amtrusteu.co.uk</a>
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Please contact <b>Us</b> and <b>We</b> will provide <b>You</b> with a claim form.
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If <b>You</b> have any urgent situation outside normal business hours and need to notify a new claim, the number above will automatically transfer to an out of hours service.
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If the damage is serious or caused by riot, immediate telephone contact is essential as **We** may need to arrange inspection of **Your Property** by a member of **Our** Claims staff or an independent loss adjuster who specialises in dealing with insurance claims. **We** will pay the fee.

**We** may well be able to settle **Your** claim from the information provided in **Your** claim form, but **We** may require further information, or ask **You** to furnish documentation in support of **Your** claim.

Set out below are **Your** and **Our** responsibility(ies) in connection with claims under this **Policy**.

If **You** fail to comply with any of **Your** responsibilities shown below **We** may at our option refuse to deal with **Your** claim or reduce the amount for payment as **We** deem appropriate and **We** may cancel **Your Policy**.

### FOR CLAIMS INVOLVING LOSS OF OR DAMAGE TO YOUR PROPERTY

1. Give notification to the Police as soon as reasonably practicable if the claim involves property that is stolen, damaged maliciously or damaged by rioters.
2. Report the claim to the **Claims Administrators** as soon as practicable and in any event within thirty (30) days of the occurrence.
3. Provide all information and assistance that they may require without delay, including access to the site of the incident to enable them to deal with **Your** claim.
4. Take all reasonable steps to recover any lost or stolen property and advise the **Claims Administrators** as soon as practicable of any such property that is returned to **You**.
5. At **Your** expense provide the **Claims Administrators** with estimates, proof of ownership and/or of value to support **Your** claim.
6. Do not abandon any property to **Us**.
7. Allow **Us** to take over and conduct in **Your** name the defense or settlement of any claim or prosecute in **Your** name for **Our** benefit any claim against another party for indemnity or damages or otherwise.
8. Do not dispose of any damaged property without gaining **Our** prior written approval

## FOR CLAIMS MADE AGAINST YOU IN CONNECTION WITH YOUR LIABILITY AS LANDLORD

**You** must:

1. notify the **Claims Administrators** as soon as practicable if someone is making a claim against **You**;
2. not make any promise to pay or any admission of liability;
3. send any letter or document to the **Claims Administrators** unanswered.

These are the Conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these Conditions, **We** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **Your Policy** may not be valid.

## CLAIMS PROCEDURE AND CONDITIONS – APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

If **You** need to make a claim under this **Policy**, **You** must do the following:

- g) Provide the **Claims Administrators** with full details of **Your** claim as soon as possible after the event and always within thirty (30) days.
- h) Notify the Police as soon as practicable following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain a Crime Reference Number.
- i) Take all steps necessary to reduce further loss, damage or injury.
- j) Provide the **Claims Administrators** with all information and evidence, including written estimates and proof of ownership and value that they may request.
- k) Do not under any circumstances effect full or permanent repairs without the **Claims Administrators'** prior consent.
- l) Under no circumstances admit, negotiate or settle any claim without **Our** permission in writing.

On receipt of a notification of a claim, **We** may do the following:

- a) Enter any **Building** following loss or damage.
- b) Negotiate, defend or settle any claim made against **You**.
- c) Prosecute in **Your** name for **Our** benefit, any other person in respect of any claim **We** may have to pay.
- d) Appoint a loss adjuster or other specialist to handle the claim on **Our** behalf.
- e) Arrange to repair the damage to the **Building** and / or **Landlord's Contents** and handle any salvage appropriately.

These are the Conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these Conditions, **We** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **Your Policy** may not be valid.

## HOW TO MAKE AN ENQUIRY ABOUT YOUR POLICY

If **You** have an enquiry, question or concern regarding the administration of **Your Policy** please contact **Your** Insurance Broker / Intermediary

Please quote **Your Policy** Number

## HOW TO MAKE A COMPLAINT ABOUT YOUR POLICY

### IF YOUR COMPLAINT IS ABOUT YOUR POLICY OR HOW IT WAS SOLD TO YOU

If **You** have a query or complaint regarding the way the policy was sold, or the administration of **Your Policy**, **You** should refer to **Your** insurance intermediary who sold the **Policy** to **You**.

### IF YOUR COMPLAINT IS ABOUT YOUR INSURER

At AmTrust Specialty Limited, **We** are committed to providing a high level of service at all times but, if **You** believe that **We** have not delivered the service **You** expected, **We** want to hear from **You** so **We** can try to put things right.

Complaints Department, AmTrust Specialty Limited, New Castle House, Castle Boulevard, Nottingham NG7 1FT.

Tel: 0115 934 9852 (lines are open 9am - 5pm Mon- Fri, calls are charged at standard rate)

Email: [asl.complaints@amtrustgroup.com](mailto:asl.complaints@amtrustgroup.com)

### IF YOUR COMPLAINT IS ABOUT YOUR CLAIM

#### What to do if you are unhappy with any aspect of your claim

**We** believe that **You** deserve to be treated in a courteous, fair, and prompt manner. **Our** goal is to provide an excellent service to all of **Our** clients and their customers.

If there is an occasion when **You** feel let down, then please let **Us** know immediately.

**We** take all customer complaints seriously and **We** have established the following complaint procedure to resolve **Your** concerns quickly and fairly.

#### Step 1: Within three business days of receiving your complaint:

Members of staff are empowered to support **You** and will aim to resolve **Your** concerns within three business days, following receipt of **Your** complaint.

A written summary resolution communication will be provided to **You** if the complaint is resolved to **Your** satisfaction.

#### Step 2: If your complaint cannot be resolved within three business days:

**We** will send **You** an acknowledgment letter to explain **Your** complaint has been escalated to the Complaints Manager who will keep **You** informed of progress and provide one of the following within 8 weeks:

- A final response letter/email explaining the outcome of **Our** investigation, the reason for it, and the next steps; or
- A holding letter/email confirming when **We** anticipate **We** will have concluded **Our** investigation.

A complaint can be submitted to the Complaints Manager as follows:

In writing: AmTrust Specialty Limited, New Castle House, Castle Boulevard, Nottingham, NG7 1FT

Telephone: 0115 934 9852

E-mail: [asl.complaints@amtrustgroup.com](mailto:asl.complaints@amtrustgroup.com)

After receiving a final response letter/email or if **We** have been unable to conclude **Our** investigation within 8 weeks, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service.

**We** will provide full details of how to do this in **Our** final response or holding letter/email. The Financial Ombudsman Service can be contacted as follows:

In writing: Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

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

Online: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service may not be able to consider a complaint if **You** have not provided **Us** with the opportunity to resolve it first, or if **You** are:

- a micro-enterprise with more than 10 employees and a turnover or annual balance sheet of more than €2 million; or
- a small medium business (SME) with an annual turnover above £6.5 million and 50 employees or more, or a total annual balance sheet above £5 million.
- a trustee of a trust with a net asset value of more than £5 million; or
- a charity with an annual income of more than £6.5 million.

Following this complaint procedure does not affect **Your** rights to take legal action.

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **We** cannot fulfill **Our** obligations under this contract, **You** may be entitled to compensation under the Scheme. For further information see [www.fscs.org.uk](http://www.fscs.org.uk)

## DATA PROTECTION: Your personal information

Arkel collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet Arkels' legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that Arkel collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

In certain circumstances, Arkel may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where Arkel need **Your** consent, Arkel will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect Arkels' ability to provide the insurance cover from which **You** benefit and may prevent Arkel from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. Arkel will only disclose **Your** personal information in connection with the insurance cover that Arkel provide and to the extent required or permitted by law.

### Other people's details You provide to Arkel

Where **You** provide Arkel or **Your** agent or broker with details about other people, **You** must provide this notice to them.

### Want more details?

For more information about how Arkel use **Your** personal information please see Arkels' full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

### Contacting Arkel and Your rights

**You** have rights in relation to the information Arkel hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how Arkel use **Your** information or request a copy of Arkels' full privacy notice(s), please contact Arkel, or the agent or broker that arranged **Your** insurance who will provide **You** with Arkels' contact details.

## THE INSURERS' DATA PROTECTION POLICY

AmTrust Specialty Limited (AmTrust) will keep **your** personal information safe and private. AmTrust follows all laws that protect **your** privacy. Under the laws, AmTrust is responsible for handling **your** personal information as Data Controller. Here is a simple explanation of how and why it does this. For more details visit the website at [www.amtrustinternational.com/dpn](http://www.amtrustinternational.com/dpn)

### What AmTrust does with your personal information

There are different reasons for using **your** information. AmTrust will need it to:

- give **you** this policy.
- contact **you** to ask if **you** want to continue with the policy.
- protect both **you** and AmTrust against fraud and money laundering.
- follow the law and any regulations that apply.

AmTrust might need **your** information:

- to run through its computer systems to see if it can offer **you** this policy.
- to help **you** if **you** have any queries or want to make a claim.
- to give **you** information, products, or services that **you** ask for.
- for research or statistics.

Some personal information is very private or sensitive. For example, information about **your** health or any criminal convictions **you** might have. AmTrust might need this kind of information to decide if it can offer **you** this policy, or to help **you** with a claim. It will only use this type of information for these specific reasons and will follow any rules that it has to.

AmTrust might need to share **your** information with companies and people who provide a service to it, or to **you** on its behalf. It will only do this if the law allows it to. This includes, for example:

- companies in the AmTrust group and people it works with.
- reinsurers, insurance brokers, insurance reference bureaus and agents.
- credit and fraud agencies.
- medical professionals.
- regulators, and anyone it might need to share the information with by law.

## **DATA PROTECTION: Your personal information notice**

AmTrust might send **your** information outside the UK and European Economic Area for processing and storage. This can include to the USA and Israel. It makes sure that **your** information is stored safely and processed in line with the law and this notice.

**You** can ask AmTrust to:

- provide **you** with the information it has about **you**.
- restrict or stop processing **your** information in certain occasions.
- correct any mistakes or make updates.
- delete **your** information (although there are some things it cannot delete).
- give **your** information to someone else involved in **your** policy.
- not use **your** information for marketing.

If **you** think AmTrust has done something wrong with **your** information, **you** should speak to the local data protection authority.

AmTrust will:

- not keep **your** information longer than it needs to. This is usually up to 10 years after **your** policy ends.
- only keep **your** information longer than 10 years if there is a business or regulatory reason for doing so.

If **you** have questions about how AmTrust uses **your** information, contact its Data Protection Officer. The contact details are on the website - [www.amtrustinternational.com/dpn](http://www.amtrustinternational.com/dpn)

# ARKEL®

Arkel Underwriting is a trading name of Arkel Limited which is registered in England under company number 11031900  
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Arkel Limited is authorised by the Financial Conduct Authority (FRN 916682).

This information can be checked by visiting the FCA Register <https://register.fca.org.uk/>