

paragon

# Your Landlord Insurance Policy

Your Policy Terms and Conditions

April 2019 Edition



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# Cover A - Buildings, Contents and Liabilities

Only applicable where the Section of Cover is shown as operative in the Schedule

This insurance is underwritten by AXA Insurance UK plc

The Company in consideration of the payment of the premium shall provide insurance against loss destruction damage or liability occurring at any time during the period of insurance (or any subsequent period for which the Company accepts a renewal premium) in accordance with the Sections of Cover A shown as operative in the Schedule subject to the exclusions provisions and conditions of Cover A

The Policy and the schedule should be read together as one contract This is a contract of insurance between You and Us and You have a duty to make a fair presentation of the risk to Us in accordance with the law

You must comply with the conditions to have its full protection If You do not comply then we may at our option take one or more of the following actions

- 1 Cancel Your Policy
- 2 Declare Your Policy void (treating Your Policy as if it had never existed)
- 3 Change the terms of Your Policy
- 4 Refuse to deal with all or part of any claim or reduce the amount of any claim payments

Please refer to the Policy Conditions of this Policy

## **Important**

We recommend You read this Policy together with Your schedule to ensure that it meets with Your requirements. Should You have any queries please contact Us or Your insurance adviser

Your attention is drawn to the Complaints procedure (Making a Complaint) on page 29.

## **The law applicable to Cover A**

You and We can choose the law which applies to this Policy. We propose that the Law of England and Wales apply. Unless We and You agree otherwise, the Law of England and Wales will apply to this Policy

# Cover A – Meanings of defined terms

Wherever the following words and phrases appear in Cover A they will always have these meanings.

## **AXA Insurance, Company, We, Us, Our**

AXA Insurance UK plc

## **Block of Flats**

The building(s) of the Block(s) of Flats shown in the schedule including domestic outbuildings greenhouses landlords fixtures and fittings swimming pools and tennis courts squash courts walls gates fences hedges paved terraces patios paths and drives all on the same premises and in addition any private garages owned and used in connection with the Block of Flats

Unless shown differently in the schedule the Flats are of Standard Construction

## **Business**

Owners of and/or the organisation and management of the Block of Flats or the Private Dwelling House

## **Contents**

Furniture and all other property belonging to You or for which You are responsible whilst contained within the Block of Flats Flat or Private Dwelling House or if limited contents cover applies the owners of carpets curtains interior blinds light fittings fridges freezers dishwashers washing machines dryers cookers and microwaves

## **Damage**

Loss destruction or damage

## **Employee**

- a** Any person under a contract of service or apprenticeship with You
- b** Any person who is hired to or borrowed by You
- c** Any person engaged in connection with a work experience or training scheme
- d** Any labour master or person supplied by him
- e** Labour only sub-contractors and persons engaged by them

**f** Any self-employed person working on a labour only basis under Your control/supervision

**g** Any voluntary helper

while working for You in connection with the Business

## **Flat**

A self contained unit of residential accommodation forming part of the Block of Flats

## **Injury**

Bodily injury death disease illness or nervous shock

## **Money**

Cash bank or currency notes cheques personal bank cash guarantee and credit cards postal orders postage stamps which are not part of a collection trading stamps Premium Bonds National Savings stamps or certificates luncheon vouchers record book or similar tokens

## **Mortgagee(s)**

Paragon Banking Group PLC and any of its present or future subsidiary companies (as such term is defined by Section 736 of the Companies Act 1985 or any amendments or re-enactments thereof) or any other mortgage lender with an interest in the Flat Block of Flats or Private Dwelling House

## **Non Standard Construction**

Constructed of materials other than those detailed in the definition Standard Construction

## **Offshore**

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from any conveyance onto land upon return from any offshore rig or any offshore platform

### **Private Dwelling House**

A building shown on the schedule occupied as a private residential dwelling including domestic outbuildings greenhouses landlords fixtures and fittings swimming pools and tennis courts squash courts walls gates fences hedges paved terraces patios paths and drives all on the same premises and in addition any private garage(s) owned and used in connection therewith

Unless shown differently in the schedule the Private Dwelling House is of Standard Construction

### **Resident**

The owner lessee or tenant of any Flat or Private Dwelling House and any member of his/her family permanently residing with him/her

### **Standard Construction**

Mainly brick stone or concrete built and mainly roofed with slates tiles metal asbestos asphalt or concrete

### **Statement of Fact**

The Statement of Fact You have completed and any other information given to Us by You or on Your behalf

### **Sum Insured**

The amount of cover which represents:

In respect of Section 1 – the full cost of rebuilding the Block of Flats or Private Dwelling House in the same form style and condition as new plus a reasonable amount for architects surveyors and legal fees debris removal costs and other costs to comply with government or local authority requirements

It should be noted that the rebuilding cost in areas of high property values may be different from the market value

In respect of Section 2 – the full cost of replacement as new of the Contents

### **Territorial Limits**

Great Britain Northern Ireland the Channel Islands or the Isle of Man other than Offshore

### **You/Your**

The owner person people or manager shown in the Schedule as the Insured

# Cover A - Section 1 - The Buildings

## 1 What is Insured?

The Block of Flats or Private Dwelling House is insured against Damage by the following perils If more than one Block of Flats or Private Dwelling House is insured by the Policy any exclusion or limitation applies separately to each Block of Flats or Private Dwelling House

## 2 Perils Insured

- a** Fire smoke explosion lightning or earthquake
- b** Riot civil commotion labour and political disturbances and strikes
- c** Malicious damage and vandalism
- d** Impact by
  - i** aircraft or other aerial devices or anything dropped from them
  - ii** vehicles
  - iii** trains
  - iv** animals but not:
    - Damage by domestic pets
  - v** falling trees or branches
  - vi** falling aerials or masts
  - vii** falling television satellite dishes
- e** Storm or flood but not:
  - Damage by frost
  - Damage to outdoor swimming pools tennis courts paved terraces patios fences gates paths and drives
- f** Subsidence or heave of any part of the site on which the Block of Flats or Private Dwelling House stands or landslip but not:
  - Damage to outdoor swimming pools tennis courts paved terraces walls gates fences patios paths and drives unless the main building of the Block of Flats or Private Dwelling House is damaged at the same time by the same cause
  - Damage caused within ten years of construction by
    - i** the normal settlement or bedding down of new structures
    - ii** the settlement of made up ground or of materials brought to the site
  - Damage caused by
    - i** coastal or river erosion
    - ii** defective design or workmanship or the use of defective materials
  - Damage to solid floor slabs or Damage resulting from their movement unless the foundations beneath the outside walls of the main building of the Block of Flats or Private Dwelling House are damaged at the same time by the same cause
  - Damage resulting from
    - i** demolition construction structural alteration or repair of any property or
    - ii** groundworks or excavation at the Block of Flats or Private Dwelling House
- g** Bursting or leaking of water apparatus and the escape of water from or the freezing of any fixed domestic water or heating installation but not:
  - Damage caused by wet or dry rot rust corrosion or other wear tear and deterioration
- h** Damage to any fixed domestic water or heating installation caused by its own forcible and violent bursting but not:
  - Damage caused by rust corrosion or other wear tear and deterioration
- i** Theft or attempted theft but not:
  - Damage by You or Your family or any Employee or Resident
- j** Escape of oil from any fixed domestic oil heating installation
- k** Any other accidental loss or damage but not:
  - wear tear deterioration atmospheric or climatic conditions settlement shrinkage drying out wet or dry rot vermin woodboring insects fungus or any gradually operating cause
  - everything excluded under Perils Insured **a-j** and paragraph 3

- cost of maintenance or routine decoration
- faulty workmanship or design or the use of faulty materials
- Damage to the buildings or any part of them arising from construction structural alteration or repair or demolition
- sudden and unforeseen Damage to property which is insurable under an engineering insurance policy

### 3 Extensions

We will pay for

#### a Additional Expenses

the necessary expenses You incur for rebuilding or repairing the Block of Flats or Private Dwelling House as a result of Damage insured by this Policy namely

- i architects surveyors and legal fees
- ii the costs of clearing debris from the site or demolishing or shoring up the Block of Flats or Private Dwelling House
- iii other costs to comply with government or local authority requirements

#### b Pipes Cables and Drains

the cost of repairing accidental damage to cables underground pipes and drains (and their inspection covers) serving the Block of Flats or Private Dwelling House but not:

- Damage which You are not legally responsible to repair
- Damage caused by rust corrosion or other wear and tear

#### c Trace and Access

the reasonable costs necessarily incurred by You in locating the source and subsequent making good of Damage under paragraph 2g and paragraph 3b but not:

- any amount in excess of £5,000 in respect of any one Block of Flats or Private Dwelling House
- any amount in excess of £25,000 in any one year of insurance

#### d Breakage of Glass and Sanitary Fixtures

accidental breakage in the Block of Flats or Private Dwelling House of solar glass heating panels fixed glass and sanitary fixtures but not:

- Damage which is not accidental and unforeseen

#### e Loss of Rent and Alternative Accommodation Expenses

i rent (including ground rent and management charges) You should pay or should have received but have lost

ii the costs of reasonable alternative accommodation and temporary storage of Your furniture

iii the cost of reasonable accommodation in kennels or catteries for Your dogs and cats

while

iv Your Flat or Private Dwelling House is unfit to live in or

v access to Your Flat or Private Dwelling House is denied

as a result of Damage insured by this Policy but not:

- any amount in excess of 20% of the Sum Insured

In respect of any one Flat or Private Dwelling House a claim can be made under i or ii but not both in respect of any one loss but in respect of each individual Flat or Private Dwelling House the payment made may be adjusted according to the percentage contribution made by each Flat or Private Dwelling House towards the total management charges and/or ground rent of the Block of Flats or housing development

#### f Damage to Landscaped Gardens

Damage done to landscaped gardens by the Emergency Services in attending the Block of Flats or Private Dwelling House due to Damage insured by this Policy but not:

- any amount in excess of £25,000 in any one year of insurance

**g** Theft of Keys

the reasonable costs necessarily incurred in replacing external door locks at the Block of Flats or Private Dwelling House including external door locks for individual Flats following loss of keys by

**i** theft from the Block of Flats, individual Flats Private Dwelling House or Registered Office or from the home of

or

**ii** theft following hold-up whilst such keys are in the personal custody of

You or any Employee authorised to hold such keys

but not:

- any amount in excess of £1,000 in respect of any one Block of Flats or Private Dwelling House
- any amount in excess of £25,000 in any one year of insurance

**h** Loss of Metered Water

the unit cost of metered water at the current rate per cubic metre consumed as a direct result of Damage arising under paragraph **2g** but not:

- any amount in excess of £5,000 in respect of any one claim

**i** Closed Circuit Televisions

the cost of repairing accidental damage to closed circuit television systems at the Block of Flats or Private Dwelling House but not:

- any amount in excess of £5,000 in respect of any one claim

**j** Removal of Nests

the cost of removing wasps or bees nests from the Block of Flats or Private Dwelling House

but not:

- any amount in excess of £250 in respect of any one claim

**k** Tree Felling or Lopping

the cost of felling or lopping trees at the Block of Flats or Private Dwelling House which are an immediate threat to the safety of life or property as a result of Damage by paragraphs **a-j** of the Perils Insured

but not:

- any amount in excess of £500 in respect of any one claim
- any amount in excess of £2,500 in any one period of insurance

**l** Unauthorised Occupation

If during the period of insurance unauthorised persons take possession keep possession or occupy the Block of Flats Your Flat or Your Private Dwelling House

We will pay

- i** the costs You incur in terminating such unauthorised use
- ii** the cost of metered electricity gas or water for which You are legally responsible arising from such unauthorised use but not any amount
- in excess of £5,000 in respect of any one Flat or Private Dwelling House
- in excess of £25,000 in the aggregate in any one period of insurance

## 4 Claims Settlement

**a** If the Block of Flats or Private Dwelling House is damaged by any Peril Insured then We will either

- i** pay for the rebuilding or repair or
- ii** make a money payment instead

provided that

- iii** the Sum Insured when the Block of Flats or Private Dwelling House is damaged is sufficient to rebuild it
- iv** the property has been maintained in a good state of repair



- b** In the event of Damage to matching sets groups and collections We will not pay for the cost of replacing an undamaged or unbroken item or parts of items forming part of a set suite or other article of uniform nature colour or design where Damage or breakage occurs within a clearly identifiable area to a specific part and replacements cannot be matched
- c** The maximum amount payable in any period of insurance in respect of Damage to the Block of Flats or Private Dwelling House by **a-j** of the Perils Insured plus Additional Expenses shall not exceed the Sum Insured shown in the schedule as adjusted in accordance with the Inflation Protection and Extensions and Alterations clauses and any amount excluded under the Perils Insured

## 5 Maintenance Condition

It is a condition precedent to liability that

You must keep the Block of Flats or Private Dwelling House in a good state of repair

## 6 Empty Blocks of Flats/Unoccupied Flats/Unoccupied Private Dwelling Houses Condition

It is a condition precedent to liability that

- We must be notified immediately in writing whenever a Block of Flats or Private Dwelling House becomes empty
- We will not pay for any claim arising under paragraphs **c** (Malicious Damage) **g** (Escape of Water) **h** (Damage to Water Installations) **i** (Theft) of the Perils Insured and paragraph **d** (Glass) of the Extensions if any Flat(s) or Private Dwelling House(s) is/are left without an occupant for more than 60 consecutive days unless:

**i** Either

- a** the gas electricity oil and water supplies are turned off and during the months of October to March (inclusive) the water system (including the central heating system) is drained

or

- b** during the months of April to September (inclusive) the gas electricity oil and water supplies are turned off and during the months of October to March (inclusive) the central heating system is put into effective operation for at least a minimum of 4 hours in every 24 hours with those services not necessary for its operation turned off/drained

## 7 Special Clauses

### a Extensions and Alterations

If during the Period of Insurance the value of the Block of Flats Your Flat or Your Private Dwelling House is increased because You have built an extension or have carried out other alterations We will automatically cover the value of these extensions and alterations provided they do not exceed 10% of the Sum Insured by this Section

We will not charge the extra premium during the Period of Insurance but You must advise Your broker or agent of the value of the extensions or alterations prior to the renewal date of the Policy

### b Reinstatement of Sum Insured

In the event of loss We will reinstate the Sum Insured from the date of any loss unless We give written notice to the contrary You may be required to pay some extra premium

### c Sale of Property Insured

If You have made a contract We will give the buyer the benefit of this Policy up to the date of completion provided the Flat Block of Flats or Private Dwelling House is not otherwise insured

### d Mortgage or Other Interests

The Interest of the owner(s) Mortgagee(s) lessor(s) or other interested parties in each individual Flat or Private Dwelling House insured by this Policy is noted You will be required to tell Us of these in the event of a claim

In addition We will protect the interest of the Mortgagee(s) or lessor(s) in the event of any act or neglect of the mortgagor(s) or lessee(s) or occupier(s) of any Flat or Private

Dwelling House where the risk of Damage is increased without the authority or knowledge of the Mortgagee(s) or lessor(s) provided the Mortgagee(s) or lessor(s) shall tell Us in writing immediately they become aware thereof and pay any reasonable extra premium We may require

**e** Inflation Protection

The Sum Insured on the Block of Flats or Private Dwelling House will be adjusted monthly in step with the Household Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or other appropriate index We will not charge extra premium on monthly changes but when We invite You to renew We will do so for the final Sum Insured which will be based on the latest index figures available when the renewal invitation is prepared

In the event of a claim We will continue to adjust the Sum Insured during the period required to rebuild up to a maximum of three years provided that

- i** the Sum Insured at the date of loss is sufficient to rebuild the Block of Flats or Private Dwelling House
- ii** the rebuilding or repair is carried out without delay

# Cover A - Section 2 - Contents

## 1 What is Insured?

The Contents are insured against Damage by the Perils Insured but not:

- landlords fixtures and fittings which We insure under Section 1
- articles of gold silver or other precious metals jewellery or furs clothing and personal effects
- Money (other than Money covered in Extension 3b) bills of exchange and promissory notes securities or documents of any kind
- any one curio picture or other work of art valued in excess of £1,000
- property which is insured by another policy
- pets and livestock
- motor vehicles caravans boats trailers or accessories in them or attached to them

## 2 Perils Insured

- a** Fire smoke explosion lightning and earthquake
- b** Riot civil commotion labour and political disturbances and strikes
- c** Malicious damage and vandalism
- d** Impact by
  - i** aircraft or other aerial devices or anything dropped from them
  - ii** vehicles
  - iii** trains
  - iv** animals but not:
    - Damage by domestic pets
  - v** falling trees or branches
  - vi** falling aerials or masts
  - vii** falling television satellite dishes
- e** Storm or flood
- f** Subsidence or heave of the site on which the Block of Flats or Private Dwelling House stands or landslip
- g** Escape of water from or the freezing of fixed domestic water or heating installations

**h** Theft or attempted theft but not:

- loss by deception unless entry is gained by deception
- Damage by You or Your family a Resident or any Employee
- Damage to any portion of the Block of Flats or Private Dwelling House used for business or trade purposes other than Your Business

**i** Escape of oil from any fixed domestic heating installation

**j** Any other accidental damage but not:

- everything excluded under a-i of the Perils Insured and Paragraph 1
- Damage caused by wear tear gradual deterioration cleaning dyeing restoring light or atmosphere parasites or vermin mechanical or electrical breakdown or derangement adjustment or repair to any machine or misuse
- sudden and unforeseen Damage to property which is insurable under an engineering insurance policy

## 3 Extensions

We will pay for

**a** Accidental Breakage of

**i** fixed glass in furniture but not:

- glass in pictures and clocks

**ii** fixed glass in mirrors

**iii** glass tops to furniture and glass in shelves

**b** Money

Loss from any cause of Money held by members of the Management Committee of the Residents Association for the benefit of individual flat/private dwelling house owners

**i** whilst in any locked safe or locked drawer in any Flat in the Block of Flats or Private Dwelling House within a housing development

**ii** whilst in transit within the Territorial Limits up to a maximum amount of £1,000

but not loss

- arising from fraud or dishonesty unless such loss is discovered within 14 clear days of the occurrence
- from unattended vehicles
- due to accounting or clerical errors

**c** Landlords Gardening Equipment

Damage by the Perils Insured to landlords gardening equipment whilst in any locked outbuilding at the Block of Flats or housing development

but not:

- theft when entry is not gained or exit made by forcible and violent means
- any amount in excess of £1,000

**d** Any other property in the open but not:

- Any amount in excess of £500
- Damage caused by storm or flood

#### **4 Claims Settlement**

If the Contents are damaged by any Peril Insured then We will pay the full cost of replacing the articles stolen or destroyed as new provided that the Sum Insured when the Contents are damaged is sufficient to replace them as new

# Cover A - Section 3 - Public Liability

## 1 Who is Insured?

You are insured against all sums that You shall become legally liable to pay as damages and claimants costs and expenses arising out of

- a accidental Injury to any person
- b accidental loss of or Damage to material property

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

The most We will pay for claims for one accident or series of accidents from one cause is the Limit of Indemnity which is £5,000,000 plus other costs incurred with Our written consent, but not:

- Injury to any Employee
- Damage to property which is owned leased let rented hired or lent or which is the subject of a bailment to You
- Injury loss or Damage caused by or in connection with or arising out of the ownership possession or use by You or on Your behalf of
  - i any vessel or craft (other than hand-propelled boats or pontoons) devised or intended to float on or in or to travel on or through water or air
  - ii any mechanically-propelled vehicle or trailer attached thereto except use within the grounds of the Block of Flats or Private Dwelling House of any such vehicle not licensed for road use and not constructed for the conveyance of passengers

provided that no other policy covers the liability This exception shall not apply to liability for accidents arising beyond the limits of the carriageway or thoroughfare in connection with the bringing of the load to any vehicle for loading thereon or the taking away of the load from any vehicle after unloading therefrom by any person other than the driver or attendant of the vehicle

- liability arising from any agreement unless liability would have attached in the absence of such agreement

In addition We will pay

- a all other costs and expenses incurred with Our written consent
- b the legal costs and expenses incurred with Our written consent for the defence of prosecutions brought under Sections 36 or 37 of the Health and Safety at Work etc Act 1974 or any alleged offence as detailed in Section 33(1) (a) (b) or (c) of the Act or under Health and Safety at Work (Northern Ireland) Order 1978 under Article 31 including legal costs and expenses incurred with Our consent in an appeal against conviction arising from such proceedings provided that the proceedings relate to the health safety and welfare of persons other than Employees but not:
  - fines or penalties
  - legal costs or expenses insured by any other policy

## 2 Extension 1 – Additional Persons Insured

We will also insure in the terms of this Section

- a Your legal personal representatives in the event of Your death
- b the owner or lessee of any Flat or Private Dwelling House
- c if You so request any of Your directors or Employees as though each had been insured separately provided that
  - i such persons observe the terms of the Policy insofar as they can apply
  - ii We retain the sole conduct and control of all claims
  - iii the most We will pay for claims for one accident or series of accidents from one cause is the Limit of Indemnity which is £5,000,000 plus other costs incurred with Our written consent, but not:
    - liability of any Resident incurred solely as occupier of his/her Flat or Private Dwelling House
    - liability of Your directors or Employees for which You would not have been covered if the legal action had been brought against You

### 3 Extension 2 – Defective Premises Act

We insure (subject otherwise to the terms of this Policy Section) Your liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of

**i** the parts of any Block of Flats and any Private Dwelling Houses formerly owned or leased by You and occupied solely for private residential purposes

**ii** any private dwelling formerly owned or leased by the owner or lessee of any Flat

provided that

**a** at the time of the incident giving rise to the liability You have sold that Private Dwelling House or Flat but not:

- Damage to the premises disposed of

**b** no other policy covers the liability

The cover under this extension continues for seven years from the date of disposal of the premises provided You do not have this cover under another policy

### 4 Extension 3 – Cross Liabilities

If more than one person is referred to in the schedule each person shall be considered as a separate and distinct entity and cover shall be construed as applying to each person as though each had been insured separately provided that the most We will pay for claims for one accident or series of accidents from one cause is the Limit of Indemnity which is £5,000,000 plus other costs incurred with Our written consent

### 5 Extension 4 – Manslaughter Costs Extension

The indemnity provided by this Section extends to include

**a** legal costs and expenses incurred by the Insured or any person entitled to indemnity with the prior written consent of the Company in

- i** the course of an investigation leading to the offence of

**ii** defending the Insured against criminal proceedings in connection with a charge of

**iii** an appeal against any conviction resulting from a prosecution for

manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the Period of Insurance which may be the subject of indemnity under the Policy

**b** prosecution costs awarded against the Insured or any person entitled to indemnity as a result of any conviction for such an offence

Provided always that

**1** The maximum amount payable under this Extension for each Section stated above shall not exceed £1,000,000 in all during any one Period of Insurance

**2** The Company shall not be liable to make any payment under this Extension in respect of

**a** the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the Company

**b** fines or penalties or the cost of implementing any remedial order or publicity order

**c** an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success

**d** an appeal against any fine penalty remedial order or publicity order

**e** costs incurred as a result of the failure to comply with any remedial order or publicity order

**f** costs and expenses insured by any other policy

**g** any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

# Cover A - Section 4 - Employers Liability

## 1 Who is Insured?

You are insured against all sums which You become legally liable to pay in respect of accidental Injury sustained during the Period of Insurance by any Employee and arising out of and in the course of employment by You in connection with the Business within the Territorial Limits or elsewhere in the world where any Employee may be working temporarily provided that any action for damages is brought against You in a Court of Law within the Territorial Limits, but not:

- so far as concerns
  - i liability of any principal
  - ii liability assumed by You under agreement and which would not have attached in the absence of agreement
- liability directly or indirectly 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 component thereof

The most We will pay under this Section for damages together with costs and expenses shown below in respect of any one claim against You or series of claims against You arising out of one event shall not exceed the Limit of Indemnity which is £10,000,000 Costs and expenses shall mean:

- 1 costs and expenses of claimants for which You are legally responsible
- 2 all other costs and expenses You have to pay provided that We have agreed to pay such costs and expenses in writing
- 3 the legal costs of defending in any court of summary jurisdiction any proceedings brought against You in respect of a breach or alleged breach of any statutory duty resulting in Injury that may be the subject of a claim

- 4 the legal costs and expenses incurred with Our written consent and costs awarded against You arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that the proceedings relate to the health safety or welfare of any Employee but not:

- fines or penalties
- legal costs or expenses insured by any other policy

## 2 Additional Persons Insured

We will also insure in the terms of this Section

- i Your legal personal representatives in the event of Your death
- ii any principal in respect of the liability of such principal arising out of the performance by You or any agreement entered into by You for the performance of work for such principal to the extent required by such agreement

and if You so request

- iii the owner or lessee of any Flat or Private Dwelling House
- iv any of Your directors or Employees
- v any of Your directors or senior officials in respect of private work undertaken by any Employee for such director or senior official

provided that

- a the claim relates to Injury to an Employee and is such that You would have been entitled to an indemnity had the claim been made against You
- b such persons observe the terms of the Policy insofar as they can apply
- c We retain the sole conduct and control of all claims



### 3 Recovery of Payments

The cover provided under this Section is in accordance with the provisions of any law relating to the compulsory insurance of liability to Employees within the Territorial Limits but You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law

### 4 Vehicle Exclusion

This Section does not provide an indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicle (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicle (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation

### 5 Manslaughter Cost Extension

The indemnity provided by this Section extends to include

- a** legal costs and expenses incurred by the Insured or any person entitled to indemnity with the prior written consent of the Company in
  - i** the course of an investigation leading to the offence of
  - ii** defending the Insured against criminal proceedings in connection with a charge of
  - iii** an appeal against any conviction resulting from a prosecution for manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the Period of Insurance which may be the subject of indemnity under the Policy
- b** prosecution costs awarded against the Insured or any person entitled to indemnity as a result of any conviction for such an offence

Provided always that

- 1** The maximum amount payable under this Extension for each Section stated above shall not exceed £1,000,000 in all during any one Period of Insurance
- 2** The Company shall not be liable to make any payment under this Extension in respect of
  - a** the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the Company
  - b** fines or penalties or the cost of implementing any remedial order or publicity order
  - c** an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
  - d** An appeal against any fine penalty remedial order or publicity order
  - e** costs incurred as a result of the failure to comply with any remedial order or publicity order
  - f** costs and expenses insured by any other policy
  - g** any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man.



# Cover A - Section 5 - Terrorism

Only applicable if this Section is shown as operative in the Schedule

## Definitions

Wherever the following words and phrases appear in this Section they will always have these meanings Definitions that apply throughout Your Policy and not just this Section can be found on Pages 4 and 5 of Your Policy

## Computer Systems

Computer or other equipment or component or system or item which processes stores transmits or receives Data

## Data

Any data of any sort whatever including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatever

## Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks network services network connectivity or Computer Systems Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems

## Hacking

Unauthorised access to any Computer Systems whether the property of the Insured or not

## Phishing

Any access or attempted access to Data made by means of misrepresentation or deception

## Private Individual

Any person other than

- 1 a company association or partnership
- 2 a trustee or body of trustees where insurance is arranged under the terms of a trust
- 3 a person who owns residential property for the purpose of a business as a sole trader
- 4 a person who owns residential property of which in excess of 20% is commercially occupied
- 5 an executor of a will

Where

- i The residential property is occupied by a trustee executor of a will or a sole trader as a private residence and the property is not a block of flats then each will be classified as a private individual in respect of that property
- ii More than one person is named on the Policy but each is a private individual or one of the parties named is a financial interest that has simply had their interest noted then the Policy will be classified as being in the name of a private individual

## Terrorism

For risks located in England, Wales and Scotland except for residential property insured in the name of a Private Individual

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto

For risks located in the Channel Islands and Isle of Man and for residential property located in England Wales and Scotland insured in the name of a Private Individual

An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto

### Virus or similar mechanism

Program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs Computer Systems Data or operations whether involving self-replication or not The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above

### ✓ What is Insured

The cover provided under Sections 1 and 2 of this Policy is extended to include Damage to the property insured caused by happening through or as a result of Terrorism

All losses arising within 72 hours caused by Terrorism during the Period of Insurance will be treated as one loss and the Insured can decide when the 72 hour period starts as covered by this Section provided that all Damage occurs within the Period of Insurance and that no two periods overlap

### ✗ What is not Insured

#### Applicable to all locations

#### Excluded property exclusion

We will not cover You for any losses directly or indirectly caused by or resulting from loss destruction or damage to any

- 1 property located outside England Wales Scotland the Channel Islands and the Isle of Man and property in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987
- 2 nuclear installation or nuclear reactor
- 3 property which is specifically excluded elsewhere in this Policy

#### Other Insurances Exclusion

We will not cover You for any property which is insured by or would but for the existence of this Section be insured by any form of transit aviation or marine policy

**Applicable to risks in England Wales and Scotland only and where the risks are not residential property insured in the name of a Private Individual**

#### Electronic Risks Exclusion

We will not cover any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any Computer Systems
- 2 any alteration modification distortion erasure or corruption of Data

in each case whether Your property or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

But this exclusion will not apply where the loss

- A** results directly from fire explosion flood escape of water from any tank apparatus or pipe (including any sprinkler system) impact of aircraft or any aerial devices or articles dropped from them impact of any sea going or water going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such a vessel or vehicle destruction or damage to or movement of buildings or structures plant or machinery other than any Computer Systems

and

- B** comprises
- a** the cost of reinstatement replacement or repair in respect of Damage to or destruction of property insured by You and/or
  - b** consequential loss suffered directly by You as a direct result of either Damage or destruction to property covered by this Policy or as a direct result of denial prevention or hindrance of access to a Block of Flats or Private Dwelling House covered by this Policy as a result of Damage caused by Terrorism to property which is within one mile of the location

However under **A** and **B** above We will not cover You for any losses caused by Terrorism where the organisation involved or any persons acting on behalf of or in connection with that organisation are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state

Subject only to the proviso set out in **C** below the following property is specifically excluded from the cover provided under **A** and **B** above

- i** money currency electronic cryptographic or virtual currency including Bitcoin or anything similar negotiable or non-negotiable instruments financial securities or any financial instrument of any sort whatever  
and
  - ii** Data
- C** However in circumstances where loss otherwise falling within this section results indirectly from any alteration modification distortion erasure or corruption of Data because the occurrence of a peril or perils detailed under **A** above results from any alteration modification distortion erasure or corruption of Data then notwithstanding **ii** above such loss shall nonetheless be covered

### **War Risks Exclusion**

We will not cover any claims caused by or happening through riot civil commotion war invasion act of foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution insurrection or military or usurped power

### **Applicable to all risks in the Channel Islands and Isle of Man and to residential property risks insured in the name of a Private Individual for England Wales and Scotland**

#### **Electronic Risks Exclusion**

We will not cover You for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1** damage to or the destruction of any Computer Systems; or
- 2** any alteration, modification, distortion, erasure or corruption of Data

in each case whether Your property or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack.

#### **Pollution and contamination exclusion**

We will not cover damage, or any other loss or expense resulting or arising from damage to any property or any consequential loss directly or indirectly caused by or contributed to by or in connection with or arising from biological or chemical pollution or contamination.

#### **Radioactive contamination exclusion**

We will not cover damage or any other loss or expense resulting or arising from damage to any property or any consequential loss directly or indirectly caused by or contributed to by or arising from

- 1** ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2** the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

### **War risks exclusion**

We will not cover any claims caused by or happening through war invasion, act of foreign enemy hostilities (whether war is declared or not) civil war civil rebellion, warlike operations revolution insurrection or military or usurped power confiscation, nationalisation requisition seizure or destruction or damage to property by or under the order of any government or public or local authority

### **Section Conditions**

These conditions of cover apply only to this Section If You do not comply with a condition You may not receive payment for a claim

### **Limitation of Liability Condition**

Our liability for all losses from any one event and in total in any one Period of Insurance will not exceed

- 1 the total Sums Insured or
- 2 for each item its individual Sum Insured or
- 3 any other limit of liability

whichever is the less as stated in Your Schedule

### **Proof of Cover Condition**

In any action lawsuit or other proceedings or where We state that any loss damage costs or expense is not covered by this Section it will be Your responsibility to prove that they are covered

# Cover A - Exclusions

## 1 War and Nuclear Risks

Sections 1, 2 and 3 of Cover A do not cover

- a damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused 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 or explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- b any claims caused by or happening through war invasion act of foreign enemy hostilities (whether war is declared or not) civil war civil rebellion warlike operations revolution insurrection or military or usurped power confiscation nationalisation requisition seizure or destruction or damage to property by or under the order of any government or public or local authority

## 2 Date Recognition

Sections 1, 2 and 3 of Cover A shall not apply to any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

- i correctly to recognise any date as its true calendar date
- ii to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

- iii to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but this shall not exclude in respect of Sections 1 (The Buildings) and 2 (Contents) subsequent Damage not otherwise excluded which itself results from fire lightning explosion theft aircraft or other aerial devices or articles dropped therefrom riot civil commotion labour and political disturbances and strikes malicious damage earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle train or animal provided such contingency is insured by the Section

## 3 Pressure Waves

Sections 1 and 2 of Cover A do not cover damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

## 4 Diminution of Value

Sections 1 and 2 of Cover A do not cover diminution of market value beyond the cost of repair or replacement

## 5 Pollution and Contamination

- a Section 3 of Cover A excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- b Our liability under Section 3 of Cover A for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the schedule

- c For the purpose of this Exclusion Pollution or Contamination shall be deemed to mean
  - i all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere
- and
- ii all loss or damage or injury directly or indirectly caused by such Pollution or Contamination

## 6 Pre existing Damage Liability or Injury

Cover A does not cover damage liability or Injury occurring before the cover under Cover A started

## 7 Terrorism Exclusion

Applicable to Sections 1 and 2 of Cover A

Sections 1 and 2 of Cover A do not cover loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with

- 1 for England Scotland Wales the Channel Islands and the Isle of Man
  - a Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - b Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism
- 2 for Northern Ireland
  - a any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - b any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism
  - c riot civil commotion and (except for Damage or loss caused by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons

If We allege that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving

the contrary shall be upon You In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

### Definition – Terrorism

For England Scotland and Wales: acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto

For Northern Ireland: an act including but not limited to the use of force or violence and/or 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 put the public or any section of the public in fear

For the Channel Islands and the Isle of Man: an act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto

### Applicable only to Section 3 of Cover A

The liability of the Company for all damages costs and expenses payable in respect of all occurrences of a Terrorist Act during any one Period of Insurance shall not exceed in the aggregate the sum of £2,000,000

Provided that if the monetary amount of the Limit of Indemnity stated in the Schedule is less than £2,000,000 then such lesser monetary amount shall apply as the Company's maximum liability for all damages costs and expenses payable in respect of all occurrences of a Terrorist Act during any one Period of Insurance

For the purposes of this Exclusion Terrorist Act means any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat force or violence or other means



### **Applicable only to Section 4 of Cover A**

The liability of the Company under this Section for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed £5,000,000. This limitation shall only apply in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from a Terrorist Act.

For the purposes of this Exclusion Terrorist Act means any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat force or violence or other means.

## **8 Electronic Risks Exclusion**

Sections 1 and 2 of this Policy do not cover

Any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any Computer Systems or
- 2 any alteration modification distortion erasure or corruption of Data

in each case whether Your property or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

but this shall not exclude subsequent Damage not otherwise excluded which itself results from Perils Insured a-j in Section 1 and a-i in Section 2 except for damage caused by malicious persons other than thieves

### **Definitions**

For the purposes of this Exclusion the following Definitions apply

#### **Computer Systems**

Computer or other equipment or component or system or item which processes stores transmits or receives Data

#### **Data**

Any data of any sort whatever including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatever

#### **Denial of Service Attack**

Any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks network services network connectivity or Computer Systems Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of systems or network weaknesses the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems

#### **Hacking**

Unauthorised access to any Computer Systems whether the property of the Insured or not

#### **Phishing**

Any access or attempted access to Data made by means of misrepresentation or deception

#### **Virus or Similar Mechanism**

Program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs Computer Systems Data or operations whether involving self-replication or not. The meaning of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above

## 9 Excess Clause

- a** We shall not be liable under the Perils Insured shown below for the first £100 of each and every loss at each Premises (increased to £250 in respect of empty properties) after the application of any condition of Average

Section **1** – **c e h i** and **k**

Section **2** – **c e h** and **j**
- b** We shall not be liable under the Perils Insured shown below for the first £500 of each and every loss at each Premises after the application of any condition of Average

Section **1** – **g**

Section **2** – **g**
- c** We shall not be liable under the Perils Insured shown below for the first £1,000 of each and every loss at each Premises after the application of any condition of Average

Section **1** – **f**

Section **2** – **f**



# Cover A - Conditions

## 1 Fair Presentation of Risk

You have a duty to make a fair presentation of the risk which You wish to insure This applies at the start of Your Policy if any variation is required and at each renewal If You do not comply with this condition then

- 1 If the failure to make a fair presentation of the risk is deliberate or reckless We can elect to make Your Policy void and keep the premium This means treating the Policy as if it had not existed and that We will not return premiums paid to Us or
- 2 If the failure to make a fair presentation of the risk is not deliberate or reckless and We would not have provided cover had You made a fair presentation then We can elect to make Your Policy void and return premiums paid by You to Us or
- 3 If the failure to make a fair presentation of the risk is not deliberate or reckless and We would have issued cover on different terms had You made a fair presentation of the risk then We can:
  - a reduce proportionately any amount paid or payable in respect of a claim under Your Policy using the following formula We will divide the premium actually charged by the premium which We would have charged had You made a fair presentation and calculate this as a percentage The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable and/or
  - b treat Your Policy as if it had included such different terms (other than payment of the premium) as We would have imposed had You made a fair presentation
- 4 Where We elect to apply one of the above then
  - a if We elect to make Your Policy void this will be from the start of the Policy or the date of variation or from the date of renewal
  - b We will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the Policy or the date of variation or from the date of renewal

- c We will treat the Policy as having different terms imposed from the start of the Policy or the date of variation or from the date of renewal depending on when the failure to make a fair presentation occurs

## 2 Reasonable Care

You must take reasonable steps to

- 1 Prevent or protect against Injury loss or Damage
- 2 Keep Your premises machinery plant and equipment and all other property insured in good condition and in full working order
- 3 Remedy any defect or any danger that becomes apparent as soon as possible

If required by Us You must allow access to Your premises and/or activities of Your business to carry out inspection or survey You must complete any risk improvements that We ask for within a reasonable period of time advised by Us

## 3 Cancellation

- 1 You may cancel Your Policy within 14 days of receiving Your Policy in the first Period of Insurance if for any reason You are dissatisfied or the Policy does not meet Your requirements
- 2 You may cancel Your Policy at any time if the Business is sold by You or You cease trading or You sell all the property insured shown in Your schedule
- 3 We can cancel Your Policy
  - a at any time by giving 30 days written notice to Your last known address
  - b immediately without giving You notice if the premium has not been paid to Us

Where Your Policy is cancelled in accordance with any of the above provisions We will refund part of the premium paid proportionate to the unexpired Period of Insurance following cancellation provided that no claim has been paid or is outstanding in the current Period of Insurance

Cancellation of Your Policy will not affect any claims or rights You or We may have before the date of cancellation

We do not have to offer renewal of Your Policy and cover will cease on the expiry date

#### 4 Policy Administration Fees

We may charge You an administration fee if We

- 1 make any changes to Your Policy on Your behalf
- 2 agree to cancel Your Policy or
- 3 are requested to print and re-send Your Policy documents to You

We will not make a charge without informing You

#### 5 Instalments

If You fail to pay a premium instalment to Us on the date due this will result in Your Policy being cancelled from the date the missed instalment was due You will not be entitled to any return of premium where this happens

If a claim has been made or there has been any incident likely to lead to a claim during the current Period of Insurance the annual premium remains due in full

#### 6 Claims Notification Condition

You must

- 1 As soon as practical
  - a give Us notice of any circumstances which might lead to a claim under Your Policy
  - b give Us all the information We request
- 2 Immediately
  - a on receipt send Us every letter court order summons or other legal document served upon You
  - b tell Us about any prosecution inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under Your Policy
  - c notify the police of any loss or Damage that has been caused by malicious persons thieves rioters strikers or vandals

#### 7 Claims procedures condition

- 1 You must take or allow others to take practical steps to prevent further Injury loss or damage recover property lost and otherwise minimise the claim
- 2 At Your expense You must provide Us with
  - a full details in writing of any injury loss or damage and any further information or declaration We may reasonably require
  - b any assistance to enable Us to settle or defend a claim
  - c details of any other relevant insurances
- 3 You may not accept negotiate pay settle admit or repudiate any claim without Our written consent
- 4 Following a claim You must allow Us or anyone authorised by Us
  - a access to premises
  - b to take possession of or request delivery to Us of any property insured
- 5 You may not abandon any property to Us
- 6 We will be allowed complete control of any proceedings and settlement of the claim

#### 8 Subrogation (Our rights)

We will be entitled to undertake in Your name or on Your behalf

- 1 the defence or settlement of any claim
- 2 steps to enforce rights against any other party before or after payment is made by Us

#### 9 Contribution

If a claim is made under Your Policy and there is other insurance cover for which You are or would be but for this Policy entitled to have a claim paid under the other insurance We will at Our option either pay

- 1 a proportionate share of the claim  
or
- 2 an amount beyond that which is or would be payable under other insurance

## 10 Housing Act 2004

It is a condition precedent to liability that if the property has to be registered with the local authority and facilities approved in accordance with the terms laid down in the Housing Act 2004 and any subsequent legislation or where Fire Services approval is required by the Fire and Rescue Service this Policy will be invalid should the appropriate approval not have been obtained

Where the premises are occupied as bedsits the reference to £100 in Exclusion 9 Excess Clause of this Cover is deleted and replaced by £500

## 11 Arbitration

If We admit liability for a claim but You cannot agree with Us the amount to be paid the disagreement will be referred to an arbitrator appointed by You and Us in accordance with the law in force at the time You will not be able to take action in law against Us over this disagreement until the arbitrator has made their award

This condition does not apply to the Public Liability and Employers Liability sections of the Policy

## 12 Fraud

You and anyone acting for You must not act in a fraudulent way

If You or anyone acting for You

- 1 Knowingly makes a fraudulent or exaggerated claim under Your Policy
- 2 Knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine) or
- 3 Knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine)

We will

- a refuse to pay the claim
- b terminate the Policy from the date of the fraudulent act

We may also inform the police of the circumstances

## 13 Alteration

You must tell Us as soon as possible during the Period of Insurance but in any event within 30 days of any change

- 1 to the Business
- 2 in the person firm company or organisation shown in Your schedule as the Insured
- 3 to the information You provided to Us previously or any new information that increases the risk of loss as insured under any section of Your Policy

We do not have to accept any request to vary Your Policy If You wish to make any alteration to Your Policy You must disclose any change to the information You previously provided or any new information that could affect this insurance If We accept any variation to Your Policy an increase in the premium or different terms or conditions of cover may be required by Us

Your Policy will cease to be in force and void (meaning it no longer exists) from the date of alteration unless We agree in writing to accept the alteration

## 14 Conditions Precedent

It is a condition precedent to any liability on the part of the Company under this Policy that the terms hereof so far as they relate to anything to be done or complied with by the Insured are duly and faithfully observed

If on the happening of a loss You are not complying with the requirements of any condition and the condition is designed to reduce a loss of a particular kind at a particular location and/or at a particular time and You are able to prove that the non-compliance with the condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred You will be covered and We will pay the claim

## **15 Sanctions Condition**

This contract of insurance is subject to sanction prohibition or restriction under United Nations resolutions It is a condition of Your Policy that We will not provide cover or pay any claim or provide any benefit under Your Policy to the extent that the provision of such cover payment of such claim or provision of such benefit would expose Us or our parent subsidiary or any AXA group member company to any trade or economic sanctions or violate any laws or regulations of the United Kingdom the European Union the United States of America or any other territory

# Making a Complaint

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

If Our service does not meet Your expectations We want to hear about it so We can try to put things right

All complaints We receive are taken seriously. Following the steps below will help Us understand Your concerns and give You a fair response

## How to make Your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department You are dealing with. If Your complaint relates to a claim on Your Policy, please contact the department dealing with Your claim. If Your complaint relates to anything else, please contact the agent or AXA office where Your Policy was purchased. Telephone contact is often the most effective way to resolve complaints quickly

Alternatively You can write to Us at

### AXA Insurance Commercial complaints:



AXA Insurance  
Commercial complaints  
AXA House  
4 Parklands  
Lostock  
Bolton  
BL6 4SD

### All claims complaints:



Tel: **01204 815359**



Email: **commercial.complaints@axa-insurance.co.uk**

When You make contact please tell Us the following information:

- Name address and postcode, telephone number and email address (if You have one)
- Your Policy and/or claim number, and the type of Policy You hold
- The name of Your insurance agent/firm (if applicable)
- The reason for Your complaint

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

## Beyond AXA

Should You remain dissatisfied following Our final written response, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS)

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider Your complaint if We have given You Our final decision

You have six months from the date of Our final response to refer Your complaint to the FOS. This does not affect Your right to take legal action

### The Financial Ombudsman Service



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



Telephone: **0800 023 4567\*** or  
**0300 123 9123\*\***  
Fax: **020 7964 1001**



Email: **complaint.info@financial-ombudsman.org.uk**  
Website: **www.financial-ombudsman.org.uk**

\* free for people phoning from a 'fixed line' (for example, a landline at home)

\*\* free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

### **Our promise to you**

- We will acknowledge written complaints promptly
- We will investigate Your complaint quickly and thoroughly
- We will keep You informed of progress
- We will do everything possible to resolve Your complaint
- We will learn from Our mistakes
- We will use the information from complaints to continuously improve Our service

Telephone calls may be monitored or recorded

### **Financial Services Compensation Scheme (FSCS)**

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation in the unlikely event We cannot meet Our obligations to You. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk))

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

# Cover B - Landlord's Legal Costs and Rent Guarantee Insurance

Only applicable if this Cover is shown as operative in the Schedule. This insurance is administered by Arc Legal Assistance Limited

In the event of a valid claim under this insurance, Arc will appoint Shoosmiths Solicitors, or their agents, to handle the Insured's case. The Insured is not covered for any other legal advisers' fees unless court proceedings are issued or a conflict of interest arises

**Claims must be notified to the Legal Advice Line on 0344 770 1044 within 45 days of the Insured Incident. Failure to notify the claim within this time will invalidate the insurance**

The insurance covers Advisers' Costs and Rent up to the Limit of Indemnity where:

**a** The Insured Incident takes place in the Insured Period and within the Territorial Limits

and

**b** The Proceedings take place in the Territorial Limits

## Definitions applicable to Cover B

### 1 Insured/You/Your

The individual or organisation shown in the Insurance Schedule as the Policyholder and defined in the Tenancy Agreement as the 'Landlord' who has paid the premium and been declared to Arc. If the Insured dies his personal representatives will be covered to pursue cases covered by this insurance on behalf of the Insured that arose prior to the Insured's death

### 2 Advisers' Costs

Reasonable legal fees incurred by the Adviser up to the hourly rate shown in the Arc fee scale ruling at the time the Adviser is instructed and disbursements essential to the Insured's case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against the Insured and paid on the standard basis of assessment

### 3 Proceedings

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

### 4 Limit of Indemnity

The maximum payable in respect of an Insured Incident

### 5 Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time

### 6 Territorial Limits

The United Kingdom

### 7 Insured Period

The period between the 'Commencement Date' and the 'Renewal Date' shown in the Insurance Schedule

### 8 Arc

Arc Legal Assistance Limited who administer claims under this insurance on Our behalf

### 9 Adviser

Shoosmiths Solicitors or their agents appointed by Arc to act for the Insured

### 10 Deposit

The sum of money collected from the Tenant in accordance with the tenant deposit legislation and held by the Insured or his agent as an indemnity for losses incurred by the Insured arising from the Tenant failing to perform his obligations set out in the Tenancy Agreement. A minimum amount equal to one month's Rent must be retained as the Deposit

### 11 Dilapidations Inventory

A full and detailed inventory of the Insured's contents and their condition within the Insured Property which has been signed by the Tenant

### 12 Tenancy Agreement

A Tenancy Agreement between the Insured and the Tenant in relation to the Insured Property which is:



## Cover B – Landlord’s Legal Costs and Rent Guarantee Insurance *continued*

- a** an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the Territorial Limits, or
- b** a Company Residential Tenancy (Company Let) created after 28th February 1997 where the Tenant is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the Territorial Limits and the Insured Property is let purely for residential purposes, or
- c** a written common law residential tenancy agreement created after 28th February 1997 between individuals where the Rent is in excess of £25,000 per annum or its equivalent outside of England and Wales but within the Territorial Limits

The initial Tenancy Agreement must be for a fixed term of no more than 12 months

### **13** Tenant

The occupier of the Insured Property named in the Tenancy Agreement as the Tenant who has received a Tenant Reference

### **14** Tenant Reference

A credit check against the Tenant and any Guarantor obtained from a licensed credit referencing company showing no County Court Judgements in the past three years and no outstanding County Court Judgements, together with copies of two forms of identification, one of which must contain a photograph, and a written employer’s reference confirming their permanent and current employment and that their salary is sufficient to meet their Rent liability after deduction of other normal living costs. If all of the above are not available or in the case of student and DSS tenants, a full Tenant Reference showing a Pass on the Tenant and Guarantor must be obtained from an Arc approved Tenant Referencing Company. Details of these companies are available by contacting Paragon Mortgages Limited

### **15** Rent

The monthly amount payable by the Tenant to the Insured as set out in the Tenancy Agreement

### **16** Insured Property

The ‘Property Insured’ shown in the insurance Schedule and declared to Arc

### **17** Guarantor

The individual or organisation assigned to the Tenancy Agreement that has received a Tenant Reference and provided a financial guarantee of the Tenant’s performance of his obligations under the Tenancy Agreement

### **18** Cover Excess

The amount that the Insured is required to pay towards any Claim

### **19** Data Protection Legislation

The relevant Data Protection in force within the Territorial Limits where this cover applies at the time of the Insured Incident.



# Cover B - Section 1

The Insured is covered for Advisers' Costs to pursue:

**A Proceedings against a Tenant or Guarantor where the Tenant fails to perform his obligations set out in the Tenancy Agreement relating to the rightful occupation of the Insured Property**

We will not cover an Insured Incident:

- Where the Insured fails to provide evidence that they successfully completed a Tenant Reference on the Tenant (and Guarantor if required) prior to the start of the Tenancy Agreement or where the Tenancy Agreement started more than 31 days after the Tenant Reference
- Arising from or connected to the Insured's performance of his obligations under the Tenancy Agreement or where there are insufficient prospects of success in the Proceedings due to the terms of the Tenancy Agreement being unenforceable
- Arising from dilapidations unless the missing or damaged items were contained within a Dilapidations Inventory
- Where the amount in dispute is less than £250 including VAT
- Falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within the Territorial Limits
- Relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended) or any equivalent Act outside of England and Wales but within the Territorial Limits
- Where the Insured Property is not solely residential
- Where the Tenant is not aged 18 years or over
- Where the Insured has allowed the Tenant into possession of the Insured Property before the Tenancy Agreement has been signed by all parties, a Tenant Reference has been obtained, all necessary statutory pre-grant notices to the Tenant have been issued, the first month's Rent and the Deposit have been received in cash

or cleared funds and the Dilapidations Inventory has been signed by the Tenant

- Where the Insured has failed to keep full and up to date rental records or has allowed the Tenancy Agreement to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with
  - If the Insured or his agent gave any false or misleading information when he applied for the Tenant Reference
  - Where the Tenant received a Tenant Reference subject to a Guarantor and the Guarantor was not correctly assigned to the Tenancy Agreement
- B Proceedings for nuisance or trespass against the person or organisation infringing the Insured's legal rights in relation to the Insured Property**

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

There is no cover arising from a dispute relating to a Tenancy Agreement or any other lease or licence to occupy property or land

# Cover B – Section 2

The Insured is covered for Advisers' Costs to defend Criminal Prosecutions brought against the Insured in relation to the Insured Property under:

- i** The Gas Safety (Installation and Use) Regulations 1994
- ii** The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993
- iii** The Electrical Equipment (Safety) Regulations 1994  
and later amending regulations or their equivalent outside of England and Wales but within the Territorial Limits

The Insured must take all reasonable steps to comply with the Regulations and keep evidence of compliance

# Cover B – Section 3

**The Insured is covered for Rent owed by a Tenant under a Tenancy Agreement in relation to the Insured Property up to the Limit of Indemnity, where the Insured Incident occurs during the Insured Period and the Insured, where appropriate, is pursuing a claim under Section 1 of this insurance against the Tenant to evict them from the Insured Property**

The maximum Rent payable under the insurance is £2,500 per month

The Claim must be reported to Arc within the Insured Period

A full month's Rent must be in arrears after deduction of the Cover Excess before any claim payment will be paid

Rent is only payable for up to 12 months or to the end of the period of the original Tenancy Agreement or until vacant possession of the Insured Property has been gained, whichever happens sooner. After vacant possession Rent claim payments will cease to be payable until such a time that the Insured Property is in a suitable condition that it may be the subject of a further Tenancy Agreement

When the Insured Property is in that suitable condition, then Rent will be paid for a further three months at 50% of the Rent each month. However, all benefit will cease upon:

- i** a new Tenancy Agreement commencing within that three month period or
- ii** the expiration of three month period or
- iii** expiration of the original period of the Tenancy Agreement or
- iv** expiration of the 12 months

Once vacant possession is obtained if the Insured Property is to be re-let, the Rent must be set in accordance with the current market rental value appropriate for the Insured Property and the Insured must accept any reasonable offer of a new Tenancy Agreement

Rent Claims Payments:

- 1** Rent will be paid monthly in arrears at a rate of 1/30th for each continuous day that it is in arrears
- 2** One full month's Rent must be in arrears after deduction of the Cover Excess

- 3** If the Tenant is applying for Housing Benefit, Rent will not be paid until the outcome of the Housing Benefit claim is known. If the Tenant's Housing Benefit claim is rejected, Rent will be paid under the Insurance backdated to the date that the Insured could first claim. There is no cover under the Insurance for any shortfall between the amount paid to the Tenant as Housing Benefit and the Rent
- 4** If the Deposit is more than the Cover Excess, the cover under the Insurance will pay Rent arrears after deduction of the balance of the Deposit. If the balance of the Deposit is subsequently required to meet the cost of dilapidations, this will be paid to the Insured
- 5** Arc have the right under subrogation to pursue Proceedings against the Tenant or any Guarantor to recover Rent and Advisers' Costs

## Limit of indemnity

£50,000 any one claim

## Cover excess

Section 3 Only:

An amount equal to one month's Rent

# Cover B – Exclusions

## General Exclusions

### 1 There is no cover where:

- The Insured Incident occurs within the first 90 days of the Insured Period where the Tenancy Agreement commenced before the Insured Period unless the Insured had continuous previous insurance
- The Insured's act, omission or delay prejudices the Insured's or Arc's position in connection with the Proceedings or prolongs the length of the claim
- Arising from a dispute between the Insured and their agent or mortgage lender
- The Insured Incident began to occur or had occurred before the Insured purchased this insurance
- The Insured should reasonably have realised when purchasing this insurance that a claim under this insurance might occur
- The Insured fails to give proper information to Arc or to the Adviser
- The Insured has breached a Condition of this Insurance
- Advisers' Costs have not been agreed in advance or are above those for which Arc has given its prior written approval

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

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

### 3 There is no cover:

- For any claim which is not reported to Arc within 45 days of the Insured Incident occurring
- For Advisers' Costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- For damages, interest, fines or costs awarded in criminal courts
- Where the Insured has other legal costs insurance cover
- For claims made by or against the Insured's Insurance Advisor, the Adviser or Arc
- For appeals without the prior written consent of Arc
- Prior to the issue of court proceedings, for the costs of any legal representative other than those of the Adviser unless expressly agreed by Arc. Such agreement is entirely at Arc's discretion

### 4 Contracts (Rights of Third Parties) Act 1999

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

# Cover B – Conditions

## Conditions

### 1 Statutory Cancellation Rights

You may cancel this Cover during the 14 days from receipt of the policy documents (new business) or the renewal date by giving notice in writing during this period to Your Insurance Adviser at the address shown in their correspondence or to the AXA Insurance address shown on Your Cover Schedule

There is no refund of premium in the event of a total loss claim. However, in all other cases, We will retain an amount of premium in proportion to the time You have been on cover and refund the balance to You.

In the event of a total loss, if You are paying by instalments, You will either have to continue with the instalment payments until the policy renewal date or We may, at Our discretion, deduct the outstanding instalments due from any claim payment made.

### Cancellation Outside The Statutory Period Your Rights

You may cancel this Cover at any time by providing prior written notice to Your Insurance Adviser at the address shown in their correspondence or to the AXA Insurance address shown on Your Cover Schedule.

Provided that there have been

- no claims made under the Cover for which We have made a payment
- no claim made under the Cover which is still under consideration
- no incident likely to give rise to a claim but is yet to be reported to Us

during the current Period of Insurance, We will retain an amount of premium in proportion to the time You have been on cover and refund the balance to You.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance, no refund for the unexpired portion of the premium will be given.

## Our Rights

We may at any time give 21 days' notice of cancellation by recorded delivery to Your last known address. Any premium refund will be calculated in accordance with the above.

In the event of non-payment of the premium, this Policy will be regarded as being cancelled from the date when payment was due or the default date where premium is paid by instalments.

### 2 Claims

- a The Insured must notify claims as soon as reasonably possible within 45 days of the Insured Incident and complete the claim form. This must be returned promptly with all relevant information.
- b If Rent is overdue, the Tenant and any Guarantor must be contacted within seven days to establish the reason for the default. If the Rent is not paid within a further seven days, the Tenant and any Guarantor must be contacted again. If the Tenant/Guarantor cannot be contacted, and it is lawful to do so, the Insured or his agent must serve notice of a requirement to undertake an inspection in accordance with the Insured's rights within the Tenancy Agreement and visit the Insured Property. The Insured should seek legal advice if he is unsure that such an inspection is lawful.
- c The Insured and his agent must act promptly to gain vacant possession of the Insured Property and recover Rent arrears.
- d In the event of a claim, the Insured or his agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the Tenant has vacated the Insured Property.
- e The Insured and/or his agent must attend any court hearing in relation to an Insured Incident if requested to do so by Arc or the Adviser. Failure to attend will result in all cover under this Insurance being withdrawn with immediate effect and no further claim payments being made.

- f** Arc may investigate the claim and take over and conduct the Proceedings in the Insured's name. Subject to the Insured's consent which shall not be unreasonably withheld Arc may reach a settlement of the Proceedings
  - g** Arc have the right under subrogation to pursue Proceedings against the Tenant or any Guarantor to recover Advisers' Costs and Rent
  - h** The Insured must supply at his own expense all of the information which Arc reasonably requires to decide whether a claim may be accepted. If Court Proceedings are required and the Insured wishes to nominate an alternative Adviser to act for him he may do so  
The Adviser must:
    - i** Confirm in writing that he will enable the Insured to comply with his obligations under this insurance
    - ii** Agree with Arc the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an Adviser and this nomination shall be binding
  - i** The Adviser will:
    - i** Provide a detailed view of the Insured's prospects of success including the prospects of enforcing any judgement obtained
    - ii** Keep Arc fully advised of all developments and provide such information as Arc may require
    - iii** Keep Arc regularly advised of Advisers' Costs incurred
    - iv** Advise Arc of any offers to settle and payments in to court. If contrary to Arc's advice such offers or payments are not accepted there shall be no further cover for Advisers' Costs unless Arc agrees in its absolute discretion to allow the case to proceed
    - v** Submit bills for assessment or certification by the appropriate body if requested by Arc
    - vi** Attempt recovery of costs from third parties
  - j** In the event of a dispute arising as to Advisers' Costs Arc may require the Insured to change Adviser
  - k** Advisers' Costs must be expressly authorised by Arc in writing and undertaken while there are prospects of success
  - l** The Insured shall supply all information requested by the Adviser and Arc
  - m** The Insured is liable for any Advisers' Costs if he withdraws from the Proceedings without Arc's prior consent. Any costs already paid by Arc will be reimbursed by the Insured
- 3** Disputes
- Any dispute between the Insured and Arc shall be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator
- 4** Prospects of Success
- At any time Arc, may form the view that the Insured does not have prospects of success in the action they are proposing to take or are taking. If so, Arc may decline support or any further support. In forming this view Arc may take into account:
- a** The amount of money at stake
  - b** The fact that a reasonable person without legal costs insurance would not wish to pursue the matter
  - c** The prospects of winning the case
  - d** The prospects of being able to enforce a judgement
  - e** The fact that the Insured's interests could be better achieved in another way

**5** The law applicable to this Policy

You are free to choose the law applicable to this Policy. Your Policy will be governed by the law of England and Wales unless You and We have agreed otherwise

**6** Language

The language for contractual terms and communication will be English

### Data Protection Act

You agree that any information provided to Arc, will be processed by Arc in compliance with the provisions of Data Protection Legislation for the purposes of providing insurance and handling claim(s), if any, which may necessitate providing such information to third parties




### Customer Services

Arc's aim is to get it right, first time, every time. If We make a mistake, We will try to put it right promptly. If the Insured is unhappy with the service that has been provided the Insured should contact Arc at the address below. Arc will always confirm to the Insured, within five working days, that they have received the Insured's complaint. Within four weeks the Insured will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks the Insured will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if the Insured is not satisfied with the delay they may refer their complaint to the Financial Ombudsman Service. The Insured can also refer to the Financial Ombudsman Service if they cannot settle Your complaint with Arc

Arc's contact details are:

Arc Legal Assistance Ltd	
	PO Box 8921 Colchester CO4 5YD
	Telephone: <b>01206 615000</b>
	Email <b>customerservice@arclegal.co.uk</b>

The Financial Ombudsman Service contact details are:

The Financial Ombudsman Service	
	Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR
	Telephone: <b>0800 023 4567**</b> or <b>0300 123 9123*</b> Fax: <b>020 7964 1001</b>
	Email: <b>complaintinfo@financial-ombudsman.org.uk</b> Website: <b>www.financial-ombudsman.org.uk</b>

### Compensation

AXA Insurance UK plc and Arc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to You. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from FSCS ([www.fscs.org.uk](http://www.fscs.org.uk))



## **Authorisation**

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768

## **Telephone legal and tax advice line**

Use the 24 hour advisory service for telephone advice on any legal or taxation problem of concern to You in connection with the Insured Property

Specialist lawyers and tax advisers are at hand to help You. If You need a lawyer to act for You and Your problem is covered under this insurance, the advice line will ask You to complete a claim form. If Your problem is not covered under this insurance, the advice line may be able to offer You assistance under a private funding arrangement

Simply telephone **0344 770 1044** and quote 'Paragon Mortgages – Landlord's Legal Costs & Rent Guarantee Insurance'

The legal and tax advice line is operated on behalf of Arc by Shoosmiths Solicitors

To maintain an accurate record Your telephone call may be recorded



# Cover B - To Make a Claim

## To make a claim

**Claims must be notified to the Claims Line within 45 days of the Insured Incident. Failure to notify the claim within this time will invalidate the insurance cover**

This insurance only covers legal fees incurred by Shoosmiths Solicitors or their agents appointed by Arc until court proceedings are issued. If court proceedings are issued or a conflict of interest arises, the Insured may nominate another solicitor to act for them

As soon as the Insured has a legal problem that they may require assistance with under this insurance the Insured should telephone the legal advice line

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

If Rent is overdue the Tenant and any Guarantor must be contacted within seven days to establish the reason for the arrears. If the Rent is not paid within a further seven days the Tenant and any Guarantor must be contacted again. If the Tenant cannot be contacted, and it is lawful to do so, the Insured or their agent must serve notice of a requirement to undertake an inspection in accordance with the Insured's obligations within the Tenancy Agreement and then visit the Insured Property. The Insured or his agent should seek legal advice if they are unsure that such an inspection is lawful

## Claims Line

The Insured should telephone **0344 770 1044** and quote 'Paragon – Landlord's Legal Costs and Rent Guarantee Insurance'

A claim form will be sent out by email, fax or post within 24 hours. The claim form is required to be completed and returned along with supporting documentation within five days of it being received

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

What happens next:

The claim will be assessed and if accepted and deemed appropriate, an Enquiry Agent will visit the Tenant and any Guarantor. If the Enquiry Agent is unable to reach an agreement with the Tenant/Guarantor to remedy their failure to perform their obligations under the Tenancy Agreement, Shoosmiths Solicitors or their agents will be appointed to act for the Insured

Any Rent arrears covered under the insurance will generally be paid within 21 days from the end of the rental month they became due. The Insured may be required to complete a continuation claim form before each Rent Claim payment is made

The Insured or their agent must give all information requested by Arc or the Adviser within five days of receiving the request for that information

The Insured or their agent must attend any court hearing if requested by the Adviser

This claims procedure should be read in conjunction with the main terms and conditions of the insurance

# Cover C – Emergency Assistance

Only applicable if this Cover is shown as operative in the Schedule. This insurance is underwritten by the UK branch of Inter Partner Assistance SA, which is part of the worldwide AXA Partners Group. Inter Partner Assistance is a Belgian firm which is regulated by the National Bank of Belgium and is subject to limited regulation by the Financial Conduct Authority in the UK. Further information about its regulation can be found by visiting [www.fca.org.uk](http://www.fca.org.uk). The UK branch of Inter Partner Assistance is located at The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR

## How to make a claim

To obtain emergency assistance contact the 24 Hour Emergency Helpline on **01772 758244** **you** should have the following information available upon request:

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

## Definitions applicable to Cover C

The following definitions apply throughout:

**Approved contractor:** A tradesperson authorised in advance by AXA Assistance to carry out emergency repairs

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

- 1 Exposes the **insured** or a third party to a risk to their health or
- 2 Creates a risk of loss of or damage to the **property** and/or any of **your** belongings or
- 3 Renders the **property** uninhabitable. This definition shall include damage to or breakdown of the **Essential Services** to the **property** and/or permanent and irreplaceable loss of all keys required to gain access to the **property**, but not outbuildings

**Emergency repairs:** Work undertaken by an authorised contractor to resolve the emergency by completing a **temporary repair**

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

**Insured/you/your:** The policyholder and/or any member of the policyholder's family and/or a **tenant** normally living at the property

**IPA/We/Us/Our:** Inter Partner Assistance SA, part of the worldwide AXA Partners Group, located at The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR

**Permanent repair:** Repairs and/or work required to put right the damage caused to the **property** by the **emergency**

**Period of Insurance:** From the commencement date (the date **your** application is accepted by **us**) for the period for which the premium has been paid

**Property:** **Your** named let property, comprising private dwelling, garage and outbuildings used for domestic purposes in the United Kingdom as identified in the Insurance Schedule and the **Tenancy Agreement**

**Temporary repair:** A repair that will resolve an emergency but will need to be replaced by a **permanent** repair

**Tenancy Agreement:** A Tenancy Agreement between the Insured and the **tenant** in relation to the Insured Property which is:

- 1 an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended), or
- 2 a Company Residential Tenancy (Company Let) created after 28th February 1997 where the Tenant is a public limited company (plc) or limited company (Ltd) and the Insured Property is let purely for residential purposes, or
- 3 a written common law residential tenancy agreement

**Tenant:** The occupier of the **Property** named in the **Tenancy Agreement**

## ✓ What is Covered

### Section A Domestic Emergency

- 1 If **you** suffer an **emergency** at **your property** **you** should tell **us** on the emergency telephone number above. **We** will then:
  - a organise and pay up to £500 including VAT, for call out, labour, parts and materials to carry out an **emergency repair**, or if at a similar expense a permanent repair
- 2 In the event of the **property** becoming uninhabitable and remaining so overnight, **we** will, subject to prior agreement with ourselves pay up to £100 including VAT in total for:
  - a **your** overnight accommodation and/or
  - b transport to such accommodation

## ✗ What is not Covered

- 3 There are Conditions and Exclusions, shown overleaf, which limit **your** cover

Please read them carefully to ensure this certificate meets **your** needs. **We** do not wish **you** to discover after an incident has occurred that it is not insured

- 4 This insurance is not a household building or contents policy or an equipment maintenance contract. It complements **your** household insurance policies, providing benefits and services which are not normally available under such policies **We** therefore recommend that **you** have a building insurance policy covering **your property** and a contents insurance policy covering **your** possessions

### Exclusions

- 5 The following are excluded from the insurance:
  - a any leaking or dripping tap that requires re-washing or replacing, external overflows or replacement of boilers, cylinders, tanks, radiators and sanitary ware
  - b burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap

- c external water supply pipes
  - d failure of the boiler or the heating systems occurring in the months May to August inclusive
  - e replacement of light bulbs and fuses in plugs
  - f loss of keys for outbuildings, garages and sheds
  - g vermin outside the main dwelling e.g. in garages and other outbuildings
  - h breakdown or loss of or damage to domestic appliances or saniflow toilets and other mechanical equipment
  - i damage to boundary walls, hedges, fences or gates
  - j boilers over 15 years old or boilers or heating systems that have not been professionally inspected or serviced within the preceding 12 months
  - k LPG fuelled, oil fired, warm air, solar or unvented heating systems or boilers with an output of 60Kw/hr
  - l electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems
  - m de-scaling and any work arising from hard water deposits or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation
  - n septic tanks
- 6 **We** will not be liable for any of the following:
    - a loss or damage arising from circumstances known to **you** prior to the start date of this insurance
    - b the cost of replacement parts due to natural wear and tear or any consequential loss or damage
    - c loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc

- d** loss or damage arising from disconnection or interruption of mains services by the deliberate act of the Utility Company concerned or any equipment or services which are the responsibility or property of the Utility Company
- e** any cost relating to the attempted repair by **you** or **your** own contractor
- f** any defect, damage or failure caused by malicious or willful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards
- g** any **emergency** in a **property** that has been unoccupied for more than 30 consecutive days
- h** any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **property**, faulty workmanship or the use of defective materials, or river or coastal erosion
- i** any loss or damage arising as a consequence of:
  - i** war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority
  - ii** ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component

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

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

### A promise of service

**7** **We** wish to provide **you** with a high standard of service. Very occasionally **we** receive complaints which **we** investigate at once. Every effort is made to resolve them to **your** satisfaction

### Our promise

**8** **We** make every effort to provide **you** with the highest standards of service. If on any occasion **our** service falls below the standard **you** should expect **us** to meet, the following procedure explains what **you** should do.

### Concerns regarding the handling of your data

Should **you** have any concerns as to the way that we have handled your information and **we** have not been able to alleviate **your** concerns please contact:

The Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate)

Please visit the website for more information and details of regional offices  
<http://www.ico.org.uk>

## Complaints procedure

**You** can write to the Customer Relations Manager, who will arrange an investigation on behalf of the General Manager, at:

Inter Partner Assistance SA  
The Quadrangle  
106-118 Station Road  
Redhill  
Surrey  
RH1 1PR  
UK

Tel 01737 815913

Email: [homeemergencycomplaints@axa-assistance.co.uk](mailto:homeemergencycomplaints@axa-assistance.co.uk)

If we are unable to reach a satisfactory conclusion, you have the right to make an appeal to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
UK

Or **you** can phone 08000234507; or from a mobile 03001239123; or E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

These procedures do not affect **your** right to take legal action.

Details on how to take your complaint to the Financial Ombudsman Service can also be found on the Online Dispute Resolution (ODR) platform <http://ec.europa.eu/consumers/odr>, which has been set up by the EU Commission

The existence of these procedures does not affect **your** right to take legal proceedings

## The law applicable to Cover C

- 9** **You** are free to choose the law applicable to this policy. **Your** policy will be governed by the law of England and Wales unless **you** and **we** have agreed otherwise
- 10** This document represents the entire agreement of the parties on the matters in question

## General Conditions

- 11** No costs for repairs are payable under this insurance, unless **we** have been notified by **you** or a person calling on **your** behalf through the 24 hour claims service telephone number provided and have authorised an approved contractor in advance
- 12** All payments made under this policy will be payable to the landlord
- 13** **You** must quote **your** policy number when calling for help. **You** must produce the relevant identification on the demand of the contractor or **our** other nominated agent
- 14** If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract **e** will not pay more than **our** fair share (rateable proportion) of any claim
- 15** This insurance does not cover normal day to day maintenance at **your property** that **you** should do. Nor does it pay for replacing items that wear out over a period of time
- 16** In the rare case of a reimbursement all payments made under this policy will be payable to the landlord
- 17** **You** must co-operate with **us** in obtaining reimbursement of any costs **we** incur under the terms of this cover, which may have been caused by the action of a third party against whom **you** have a legal right of action

## Statutory Cancellation Rights

**You** may cancel this policy during the 14 days from receipt of the policy documents (new business) or the renewal date by giving notice in writing during this period to **your** Insurance Adviser at the address shown in their correspondence or to the AXA Insurance address shown on **your** policy schedule

There is no refund of premium in the event of a total loss claim. However in all other cases **we** will retain an amount of premium in proportion to the time **you** have been on cover and refund the balance to **you**

\* free for people phoning from a 'fixed line' (for example, a landline at home)

\*\* free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02



In the event of a total loss if **you** are paying by instalments **you** will either have to continue with the instalment payments until the policy renewal date or **we** may at **our** discretion deduct the outstanding instalments due from any claim payment made

### Cancellation Outside The Statutory Period

#### Your Rights

**You** may cancel this policy at any time by providing prior written notice to **your** insurance adviser at the address shown in their correspondence or to the AXA Insurance address shown on **your** policy schedule

Provided that there have been

- no claims made under the policy for which **we** have made a payment
- no claim made under the policy which is still under consideration
- no incident likely to give rise to a claim but is yet to be reported to **us**

during the current **period of insurance we** will retain an amount of premium in proportion to the time **you** have been on cover and refund the balance to **you**

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance** no refund for the unexpired portion of the premium will be given

#### Our Rights

**We** may at any time give 21 days' notice of cancellation by recorded delivery to **your** last known address Any premium refund will be calculated in accordance with the above

In the event of non payment of the premium this policy will be regarded as being cancelled from the date when payment was due or the default date where premium is paid by instalments

### Parts Availability

Availability of parts is an important part of the service. However there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** will not be able to avoid delays in repair. There also may be occasions where parts are no longer available. In these situations **we** will ensure **your property** is safe and if required the **approved contractor** will provide **you** with a quotation for a suitable repair

### Data Protection

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

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

These activities may include:

- a use of sensitive information about the health or vulnerability of **you** or others involved in **your** home emergency, in order to provide the services described in this policy, By using **our** services, **you** consent to **us** using such information for these purposes,
- b disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with home emergency assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;

## Cover C – Emergency Assistance *continued*

- c** monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d** obtaining and storing any relevant and appropriate photographic evidence of the condition of **your** property which is the subject of the claim, for the purpose of providing services under this policy and validating **your** claim; and
- e** sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

**We** will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

**We** carry out these activities within the UK, in and outside the European Economic Area, in relation to which processing the data protection laws and or agreements **we** have entered into with the receiving parties provide a similar level of protection of personal data.

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

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

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

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

Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)

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





in association with



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