



Property Owners

—
Policy
Document

Underwritten by

sagic



Welcome to Sagic.

Thank you for choosing sagic for your property insurance and I hope that you will be happy with your Policy and the reassurance it provides.

Sagic is wholly owned by The Salvation Army and all profits are retained by them to support their charitable activities.

Your policy is made up of this booklet and your schedule which details the sections of cover you have chosen. Please keep these documents in a safe place so that you may refer to them if you ever need to make a claim.

The sections and levels of cover provided under this policy are based upon information provided by you to us therefore please check the schedule to ensure that the cover meets your needs.

Gordon Dewar
Managing Director
The Salvation Army General
Insurance Corporation Limited

Important Notice - Cooling Off Period



This Policy is subject to a 'cooling-off' period. Under this, if you decide within 14 days of receiving the Policy that you do not wish to continue with the insurance, you may cancel your cover within this period and get all your money back as long as you have not made any claims.

Please read your Policy carefully as soon as possible so that you can satisfy yourself that it meets your requirements before the end of the cooling-off period.

Your Property Owners Insurance Policy

This is **your** insurance Policy setting out the terms of the contract **you** have made with The Salvation Army General Insurance Corporation Limited, known as sagic, and the other insurers as named in the Policy, for the **period of insurance** stated in **your** insurance schedule. When **your** Policy falls due for renewal and **you** decide to renew the insurance with **us**, **you** will receive an up-dated Schedule, which should be inserted in this booklet.

You are requested to read this document carefully to gain a full understanding of what is and what is not covered by this insurance Policy. There are some words in the Policy text that need to be defined so that their meaning in the context of this Policy is understood. These words are shown in the 'LIST OF DEFINITIONS' and they bear the defined meaning where they appear in the Policy wording in bold print.

This Policy wording provides details of all of the cover that is available.

Your Schedule sets out the Sections of the Policy that **you** have decided to purchase and, where applicable, the items insured, sums insured, limits, **excesses**, etc. **You** should examine the details carefully to ensure that the information shown is correct. If any changes are necessary or **you** wish to change any of the cover by purchasing additional extensions or cancelling an existing extension, please contact **us** immediately.

The Application and the Declaration completed by **you** and all the information **you** supplied during the proposal stage are incorporated in and form part of this Policy, this information will be sent to **you** in the form of a statement of fact for **you** to check.

It is important that the information contained in the Statement of Fact is correct as this may affect your cover, if you wish to change anything you must contact us immediately.

In return for the payment of the premium by **you**, **we** will provide insurance in accordance with the Policy cover for those Sections shown in **your** Schedule.

Layout of Your Policy

It is important that **you** know how to make a complaint or **claim** under **your** insurance so the details of the Complaints Procedures and the Claims Procedures appear at the front of the Policy booklet.

General Exclusions and General Conditions are a very important part of the contract, so to enable **you** to find them easily, appear next in the Policy booklet.

Next, **we** set out the insurance coverage available under the Policy. **Your** insurance schedule sets out the details of which sections of the Policy **you** have purchased and so apply to **your property**.

Finally, **we** know that a **claim** does not only affect **us**, but also causes **you** inconvenience and distress so **we** have included some useful advice on precautions to take to reduce the possibility of loss in certain circumstances.

The full layout of **your** Policy is shown under the heading contents overleaf.

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The Insurers

You have purchased this Policy from sagic but some parts of the cover may be provided by other insurers and **you** have a contract with those other insurers in respect of their sections of the Policy. Details of the insurers and the parts of the Policy that they provide cover for are shown below.

The insurance cover provided by this Policy is written by:

Insurers

Sections Written

The Salvation Army General Insurance Corporation Limited
Saxon House, 27 Duke Street,
Chelmsford, CM1 1HT
(Registered No 101704 England)

- 1 Buildings**
- 2 Contents**
- 3 Public Liability**
- 4 Employers' Liability**

Tel 0300 030 1865
General Email enquiries@sagic.co.uk
Website sagic.co.uk

**Arc Legal Assistance Limited
(underwritten by AmTrust Specialty Limited)**

- 5 Landlords Legal Expenses**

The Gatehouse, Lodge Park,
Lodge Lane, Colchester, CO4 5NE
(Registered No 4672894 England)

Tel 0344 770 9000
Website arclegal.co.uk

The Insurers (Cont.)

Each of these insurers is liable only under the Sections of the Policy shown against its name and cannot accept any liability for the insurance coverage afforded by Sections of the Policy written by the other insurers.

The insurers are each authorised by the **Prudential Regulation Authority (PRA)** and regulated by the **Financial Conduct Authority (FCA)** and **Prudential Regulation Authority** and you can check their status on the FCA Register, in the following ways:

On the FCA website at www.fca.org.uk/register/

By telephoning the FCA Consumer Helpline on **0800 111 6768**

By writing to the **FCA Consumer Helpdesk, 25 The North Colonnade, Canary Wharf, London E14 5HS**

All are members of:
Financial Ombudsman Service
Financial Services Compensation Scheme

In addition, sagic are members of:
Association of British Insurers

Useful Contact Details

The following information is supplied to enable **you** to contact the right person in **our** organisation quickly.

Alterations/ Questions

Alterations to or questions concerning your Policy:

To amend **your** Policy or ask a question about it, please contact sagic's Personal Insurances Customer Services Team on **our** number (for the cost of a local call from any UK landline or free in some call plans):

Call

Sagic Customer Services
0300 030 1865

Email

You can also contact our Customer Services Team by email to **customerservices@sagic.co.uk**

Claims Sections 1-4

Claims under all Sections of this Policy other than 5 – Landlords Legal Expenses

If **you** wish to make a **claim** or if **you** have any **claims** questions under any part of the Policy, please contact the sagic Claims Line on **our** number: (for the cost of a local call from any UK landline or free in some call plans):

Call

Sagic Customer Services
0300 030 1865

Email

You can also contact our Claims Team by email to **claims@sagic.co.uk**

There is an emergency 'out of hours' facility available on this number to assist in a crisis when **our** office is closed. This facility is available for **claims** under Sections 1 and 2 of the Policy.

In order to ensure that this service is available promptly to those who really need it in an emergency, please do not select it if **you** are advising a non-urgent **claim** or querying the status of a **claim** or if the claim falls under any Policy Section other than 1 or 2.

Useful Contact Details (Cont.)

Claims Sections 5

Claims under Section 5 – Landlords Legal Expenses

Section 5 procedures for **claims** and complaints are set out in full from page 71. For claims under this section

Call

Arc Legal Assistance Ltd on
0344 770 1040.

You can also report a **claim** by email to: **claims@sagic.co.uk**. If **you** are making a first report of a **claim** in this way, please give brief details of the circumstances, the date of the incident and, if possible, an indication of the monetary amount likely to be involved so that **we** can deal with your **claim** more efficiently.

For the full **claims** procedures see page 17.

List of Definitions

These definitions appear in bold text throughout the Policy. They do not apply to Section 5 – Landlords Legal Expenses; the definitions of that section appear on page 59.

ACCIDENTAL DAMAGE

Sudden, unintentional and unexpected physical loss, breakage or damage that can be seen.

BODILY INJURY

Death, illness, injury or disease.

BUILDING/BUILDINGS

Your property including garages, sheds, greenhouses and other domestic outbuildings, and landlords' fixtures and fittings therein and thereon, paved terraces, patios, drives, paths, walls, hedges, gates and fences, sunken swimming pools, fishponds and ornamental ponds, hard tennis courts, wind turbines and electrical charging points on the site of **your property**.

BUSINESS EQUIPMENT

The **business** as shown in the Schedule including:

- (a) ownership, maintenance and repair of the **property**.
- (b) private work undertaken with **your** prior consent by **employees** for any of **your** directors or senior officials.
- (c) participation in trade shows and exhibitions.

CLAIM

A single loss or series of losses arising from one event for which cover is provided by this Policy.

CONTENTS

Fixtures and fittings (not forming a permanent part of the structure), household goods, furniture, furnishings belonging to **you** or for which **you** are responsible as landlord subject to the following exclusions:

- (a) Stock and materials in trade.
- (b) Deeds, bills of exchange, promissory notes, cheques, securities for money, share certificates, documents of any kind.
- (c) **Valuables**.
- (d) Property more specifically insured.
- (e) **Business** books, plans, specifications, designs and computer records.
- (f) **Leaseholder's Fixtures and Fittings**

COSTS AND EXPENSES

- (a) Legal costs and expenses recoverable from **you** by any claimant.
- (b) Defence costs and expenses incurred with **our** written consent.

EXCESS/EXCESSES

The amount of the **claim** for which **you** are responsible.

List of Definitions (Cont.)

EMPLOYEE

Any person while working for **you** in connection with the **business** who is:

- (a) under of contract of service of apprenticeship with **you**.
- (b) borrowed by or hired to **you**.
- (c) a labour master our supplied by a labour master.
- (d) employed by labour only sub-contractors.
- (e) self-employed.
- (f) under a work experience or training scheme
- (g) a voluntary help while working under **your** control in connection with the **business**.
- (h) an outworker or home worker when engaged in work on **your** behalf.
- (i) regarded as being in **your** employment under the terms of any contract or agreement

FEES

The fees of architects, surveyors and other professionals that **you** incur in connection with the repair of damage to the **buildings**. **Our** prior permission is required before such fees are incurred. Fees that **you** have to pay in connection with the preparation of **your claim** are not covered.

FLOOD

Damage caused by the escape of water from its normal and natural confines, such as rivers and lakes or from artificial watercourses such as reservoirs, canals, drains and sewers. Or a rise in the water table resulting in flooding, including flash flooding (a localised sudden extensive downpour resulting in ingress of water to property at ground level).

HEAVE

Expansion or swelling of the land beneath the **buildings** resulting in upwards movement.

LANDSLIP

Movement of land down a slope.

LEASEHOLDER'S FIXTURES & FITTINGS

Permanent internal fixtures and fittings, kitchen(s), bathroom(s), windows, internal doors (including door furniture) owned and provided by the leaseholder and not insured by any **Buildings** insurance policy. This excludes any damage to external walls, ceilings, concrete flooring and floorboards, external doors, pipes, cables and services.

List of Definitions (Cont.)

LOCAL AUTHORITY REQUIREMENTS

The additional costs **you** have to pay to repair damage due to the need to comply with any Government or Local Authority requirements or regulations, but excluding any costs relating to requirements or regulations which were notified to **you** before the loss or damage occurred.

MOTOR VEHICLE

Any electrically or mechanically propelled vehicle for adults or children.

Motor vehicle does not include any:

- (a) vehicle used only as domestic gardening equipment within the **building's** boundaries.
- (b) vehicle designed to help disabled people provided the vehicle is not required to be registered for road use.
- (c) battery operated golf cart or trolley.
- (d) pedestrian controlled toy or model.

MONEY

Cash, bank and currency notes, cheques, money and postal orders, postage stamps which are not part of a stamp collection, savings stamps and savings certificates, premium bonds, luncheon vouchers, travellers cheques, travel season tickets and gift tokens. Any money, as defined, relating to **your business** is not covered.

PERIOD OF INSURANCE

The period shown on **your** schedule for which **we** agree to accept and **you** have paid the premium..

PROPERTY

The **buildings** as defined as the risk address on **your** Schedule.

REMOVAL OF DEBRIS

The cost of removing debris, demolishing, propping or shoring up parts of the **buildings** which have been damaged. **Our** prior consent is required except where immediate action is needed in the interest of public safety.

STORM

A storm is a period of violent weather defined as:

- (a) wind speeds with gusts of at least 48 knots or 55 mph (equivalent to storm force 10 on the Beaufort Scale).
- (b) torrential rainfall at a rate of at least 25mm per hour.
- (c) snow to a depth of at least one foot (30 cm) in 24 hours.
- (d) hail of such intensity that it causes damage to hard surfaces or breaks glass.

SUBSIDENCE

Downward movement of the land beneath the **buildings** that is not a result of settlement.

List of Definitions (Cont.)

TERRITORIAL LIMITS

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

TERRORISM

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

UNOCCUPIED

Buildings or any part thereof that are not lived in by anyone for a period of more than 90 consecutive days.

After 31 days **you** must follow the unoccupancy condition on page 25.

VALUABLES

Jewellery, watches, items of gold, silver or other precious metals, musical instruments and equipment, photographic equipment, spectacles, works of art, antiques, stamp, coin and medal collections.

WE/US/OUR

The Salvation Army General Insurance Corporation Limited (Sagic).

YOU/YOUR

The person, persons, company, companies, partnership, partnerships or unincorporated association named in the Schedule.

Complaints Procedures

The complaints procedures apply to Sections 1 - 4 of this Policy underwritten by sagic

Sagic greatly values its customers and aims to provide excellent products and services.

We are committed to treating **our** customers fairly and use a friendly approach in all communications with clients. However, **we** recognise that sometimes circumstances may arise where **you** feel **you** have cause for complaint.

We always do **our** best to resolve complaints as quickly, thoroughly and fairly as possible. This document explains how **we** respond to **your** complaint and what **you** can expect if **you** complain.

How to make a complaint

If **you** have purchased **your** policy from a broker, please initially submit **your** complaint to them. Alternatively, if **you** have purchased this policy directly from sagic, then please contact **us** and tell **us**:

- **Your name, address and contact details**
- **Your policy details (if applicable)**
- **Details of what has gone wrong and when it happened**

You can contact us by:

Call
0300 030 1865

Email
complaints@sagic.co.uk

Post
The Complaints Department,
The Salvation Army General Insurance
Corporation Limited, Saxon House, 27
Duke Street, Chelmsford, CM1 1HT

Our Complaints Handling Process

We aim to resolve complaints as quickly as possible and within 3 working days of receiving **your** complaint. If **your** complaint is resolved within 3 days, **we** will send **you** a Summary Resolution Communication that includes contact details for the Financial Ombudsman Service (FOS). If **you** are dissatisfied with **our** response, **you** can refer **your** complaint to the FOS within six months from the date of the Summary Resolution Communication.

However, some complaints are more complex and may require more time to investigate and resolve. If this is the case, **we** will write to **you** within 5 working days of receiving your complaint, summarising the complaint to ensure **we** have understood it correctly. **We** will also provide **you** with copy of this complaint procedure.

Complaints Procedures (Cont.)

We will keep **you** updated throughout **our** investigation into **your** complaint and will write to **you** after 4 weeks if **we** are still investigating **your** complaint.

When **we** have completed **our** investigation, **we** will write to **you** within eight weeks and provide **you** with a Final Response, or a response that explains any further delay in investigating the complaint, and why **we** are unable to provide a final response at this stage. If **you** are not satisfied with **our** response, **you** can refer **your** complaint to the Financial Ombudsman Service. **You** have six months to do this from the date of our Final Response or our response that explains further delay with the investigation. **We** will provide **you** with a FOS leaflet or link to the online version of the leaflet at this stage of the process.

The Financial Ombudsman Service (FOS)

The Financial Ombudsman Service is a free, independent service for resolving disputes between customers and financial services institutions.

Contact details:

Call

0800 023 4567 or 0300 123 9123

Email

complaint.info@financial-ombudsman.org.uk

Website

www.financial-ombudsman.org.uk

Post

The Financial Ombudsman Service,
Exchange Tower,
London, E14 9SR

The Financial Services Compensation Scheme (FSCS)

The Financial Services Compensation Scheme (FSCS) was set up to protect customers should an insurer go out of business and be unable to meet its liabilities or pay **claims**.

If one of the insurers on this Policy fails in this way, **you** may be entitled to compensation from FSCS.

The FSCS protection for insurance claims is 90% of the **claim** with no upper limit in respect of UK insurance policies issued by a UK authorised insurer. This Policy and the insurers involved in providing the cover meet these requirements.

For further information, contact the Financial Services Compensations Scheme:

Call

0800 678 1100 or 0207 741 4100

Fax

020 7892 7301

Email

enquiries@fscs.co.uk

Website

www.fscs.org.uk

Post

7th floor, Lloyds Chambers,
Portsoken Street,
London E1 8BN

Claims Procedures (see also General Condition 3 on page 24)

Set out below are **your** and **our** responsibilities in connection with **claims** under this Policy.

Please note the following **claims** conditions are a condition precedent to **our** liability for all claims under this policy. If **you** fail to comply with any of **your** responsibilities shown below, **we** may at **our** option refuse to deal with **your** claim or reduce the amount for payment as **we** deem appropriate and **we** may cancel **your** Policy.

Claims Sections 1 & 2

Your Responsibilities in Respect of Claims Involving Loss of or Damage to **Your** Property as Insured by Sections 1 & 2.

1. Give immediate notification to the police if the **claim** involves property that is lost, stolen, damaged maliciously or damaged by rioters.
2. Report the **claim** to **us** as soon as practicable and in any event within 31 days of the occurrence.
3. Provide all information and assistance that **we** may reasonably require without delay, including access to the site of the incident to enable **us** to deal with **your claim**.
4. Take all reasonable steps to recover any lost or stolen property and advise **us** as soon as practicable of any such property that is returned to **you**.
5. At **your** expense provide **us** with:
 - (a) estimates for any repairs or reports.
 - (b) estimates for any replacement items or property.
 - (c) proof of ownership, including valuations to support all aspects of **your claim**.
6. Not abandon any property to **us**.
7. Allow **us** to take over and conduct in **your** name the defence or settlement of any claim or prosecute in your name for **our** benefit any **claim** against another party for indemnity or damages or otherwise.
8. Do not dispose of any damaged property without gaining **our** prior approval.

Claims Procedures (Cont.) (see also General Condition 3 on page 24)

Claims Sections 3 & 4

Your responsibilities in respect of claims being made against **you** for **your** legal liability as insured under sections 3 & 4.

You must:

1. Notify **us** immediately if someone is making a claim against **you**.
2. Not make any promise to pay or any admission of liability.
3. Send any letter or document to **us** unanswered.

Claims Section 5

For **your** responsibilities under Section 5 – Landlords Legal Expenses, please refer to that section of the Policy.

Our Responsibilities

Our responsibilities in respect of all sections of the Policy

We will:

1. Deal with **your claim** fairly and promptly.
2. Acknowledge **your** initial notification of the **claim** and send **you** a **claim** form or advise **you** the action **you** need to take.
3. Keep **you** informed on the status of **your claim** from time to time.
4. Once the **claim** is agreed, settle the **claim** promptly in accordance with the appropriate Basis of Settlement set out in this Policy.
5. Give **you** an explanation of the reasons if **we** turn down **your** claim or any part of it.

Claims Guarantee

Following a **claim**, any permanent work carried out by a supplier provided by **sagic** are guaranteed for 1 year from completion of the works.

General Exclusions That Apply to Sections 1-6 of the Policy

This Policy does not cover:

1. ASBESTOS

Liability arising from or contributed to by the manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials or products containing asbestos or asbestos fibres or dust.

2. BREAKDOWN

Mechanical or electrical breakdown, fault or failure.

3. COMMUNICABLE DISEASES

The transmission by **you** or any **employee** of any human infectious or contagious diseases (either known/ discovered or unknown/ undiscovered at the date of the inception of the insurance policy), whether notifiable or otherwise.

4. COMPUTER FAILURE

Any **claim**, loss, liability or expense caused by or arising directly or indirectly from or in any way relating to the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether or not it is **your** property, to:

- (a) correctly recognise any date as its true calendar date

- (b) capture, save or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date
- (c) capture, save, retain or correctly process any data as the 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 subsequent loss of or damage to **your** property specifically insured by the Policy or any loss or damage not otherwise excluded which itself results from:

Fire, Smoke, Explosion, Lightning, Earthquake, Riot, Civil Commotion, Strike, Labour or Political Disturbance, Malicious Person, Vandals, Escape of Water or Oil from any fixed water or heating installation, Theft or Attempted Theft, Impact involving aircraft, aerial device or anything falling from them or by a vehicle or animal.

This exclusion does not apply to any cover for Liability to **employee**.

5. CONFISCATION

Confiscation or requisition by order of any government or public body.

General Exclusions That Apply to Sections 1-6 of the Policy (Cont.)

6. CONSEQUENTIAL LOSS

Consequential loss of any kind or description incurred by **you** or **your employee**.

7. DELIBERATE DAMAGE

Any deliberate, malicious or willful act by **you** or any **employee**.

8. EXISTING DAMAGE

Any loss or damage occurring before the cover by this Policy commences.

9. POLLUTION OR CONTAMINATION

Any loss damage or liability arising from pollution or contamination unless caused by a sudden and unforeseen and identifiable accident.

All pollution which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

10. RADIOACTIVE CONTAMINATION AND CONFISCATION

Any loss or damage to property, legal liability, expense, consequential loss or **bodily injury** directly or indirectly caused by or arising from or contributed to by nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear assembly or nuclear component.

- (c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

11. REDUCTION IN VALUE

Any reduction in value of the property insured following a **claim** settlement.

12. SONIC BANGS

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

General Exclusions That Apply to Sections 1-6 of the Policy (Cont.)

13. TERRORISM

- (a) In respect of Sections 3 (Public Liability) and 4 (Employers' Liability):

other than to any **employee**, liability to third parties or any liability incurred by **you** for damages, **costs and expenses** directly or indirectly caused by, resulting from or in any connection with any act of **terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**,

- (b) In respect of all other sections of the Policy:

any loss of or damage to property, legal liability, expense, consequential loss or **bodily injury** directly or indirectly caused by, resulting from or in connection with any act of **terrorism** involving:

- (i) contamination or the threat of Contamination
- (ii) any action taken in controlling, preventing or in any way relating to Contamination or threatened Contamination

regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

For the purpose of this exclusion Contamination means the contamination, poisoning or prevention and/or limitation of the use of property or objects due to effects of any substance or process.

If **we** allege that by reason of this exclusion any loss, damage, expense, liability or consequential loss is not covered by this insurance the burden of proving the contrary shall be upon **you**.

14. WAR RISKS

Any loss, damage or liability which is the direct or indirect result of any of the following, whether or not contributed to by any other cause or event:

war, invasion, activities of a foreign enemy, hostilities or warlike operations (whether war has been declared or not) civil war, mutiny, revolution, or insurrection (meaning people rising up and rebelling against the government by force), civil commotion which is so severe or widespread that it resembles a popular uprising, military power (even if properly authorised by the duly elected government), usurped power (meaning power taken by force by any person or group, including the armed forces, which is not the duly elected government) or property being confiscated by any government or public or local authority.

15. WEAR AND TEAR, ETC.

Wear and tear, depreciation or any gradually operating cause, including but not limited to wet rot, dry rot, rust, deterioration and the like.

16. FAULTY WORKMANSHIP OR DESIGN

Loss or damage caused by faulty workmanship, defective design or the use of defective materials.

General Conditions That Apply to Sections 1-6 of the Policy

1. CANCELLATION

We may cancel this Policy by giving **you** 30 days notice and **you** may cancel the Policy by giving **us** 30 days notice of cancellation at any time. If **we** decide to cancel, **we** will advise **you** in writing.

Reasons why **we** may cancel **your** policy included, but are not limited to:

- (a) where a change in **your** circumstances means that we can no longer provide cover;
- (b) failure to comply with policy terms and conditions;
- (c) use of threatening or abusive behaviour or language, or intimidating or bullying of **our** staff or suppliers;

If **you** cancel, **you** must advise **us** by either telephone, email or in writing. If **your** policy is cancelled **we** will return to **you** the unexpired portion of any premium paid. However if **you** have made a **claim**, there will be no return of premium.

In the event that **you** pay **your** premiums by Direct Debit, if **you** cancel the Policy and your Direct Debit instructions in such a way that premium is still owing to **us**, you must pay **us** the outstanding balance as soon as possible as it forms part of **your** contract with **us**.

2. CHANGE IN CIRCUMSTANCES

You must tell **us** as soon as possible if any circumstances on which this insurance was based have changed. Failure to do so will give **us** the right at **our** option to cancel **your** Policy from the date of the change.

Details that must be advised to **us** include:

- (a) if **you** change address
- (b) If **you** carry out any works, changes or alterations to **your property** (other than routine maintenance or decoration)
- (c) if **your property** is used for **business** purposes other than clerical work
- (d) if **your property** has a change in tenant type
- (e) if **you** are prosecuted for or convicted of any offence other than motoring offences
- (f) if **you** are declared bankrupt or subject to a CCJ
- (g) if **your property** becomes **unoccupied**

If there is a change **we** will advise if **we** can accept the change and if so, whether it will result in revised terms and/or premium being applied to **your** Policy.

3. CLAIMS

In the event of a **claim** **you** must follow the CLAIMS PROCEDURES set out on page 18.

Failure to do so may result in **your** claim being rejected or reduced or **we** may cancel **your** Policy from the start of the current **period of insurance**.

General Conditions That Apply to Sections 1-6 of the Policy (Cont.)

4. CONTRACTS (RIGHTS OF THIRD PARTIES)

A person or company who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

5. DUTY OF CARE

It is a condition precedent to **our** liability for all **claims** under this Policy that **you** must:

- (a) do all that is reasonably possible to:
 - (i) protect the property insured
 - (ii) prevent, or reduce the extent of **damage**
 - (iii) prevent accidents or **bodily injury**
- (b) keep any property insured under this Policy in good condition
- (c) carry out internal and external inspections of the **buildings** at least every 6 months and maintain a record of those inspections for at least 24 months.
- (d) comply with all the legal requirements of renting out **your property**

6. FRAUD

You must be honest in **your** dealings with **us** at all times.

If **we** judge that **you** have deliberately misrepresented any information to **us** when asking for, renewing or changing cover, **we** may end **your** policy without further notice. **We** will also keep any premiums **you** have paid. **We** may recover from **you** claims payments **we** have previously made, including costs.

If **you**, any person insured under this policy, or anyone acting on **your** behalf attempts to deceive **us**, or knowingly makes a fraudulent, false or exaggerated **claim**, **we**:

- (a) will not be liable to pay the **claim**
- (b) may recover any sums paid to **you** in respect of the **claim**
- (c) will cancel **your** policy and will no longer be liable to **you** in any regard after the fraudulent act
- (d) may take legal action against **you**.

7. GOVERNING LAW AND LANGUAGE

This Policy will be governed by English law unless **you** live in Scotland in which case the law of Scotland will apply.

If there is any dispute as to which law applies it shall be English law.

We will communicate with **you** in English at all times.

8. OTHER INSURANCE

If any loss, damage or legal liability covered by this Policy is also covered by another insurer, **our** liability will be **our** rateable proportion of any **claim**.

General Conditions That Apply to Sections 1-6 of the Policy (Cont.)

9. UNOCCUPANCY

It is a condition precedent to our liability for all claims under this Policy that if **your property** becomes **unoccupied** for more than 31 consecutive days then **you** must ensure:

- (a) the water, gas and electricity supplies are turned off at the mains (and for the period October to March inclusive all water tanks, pipes and apparatus are drained) unless required to operate an automatically operated central heating system used to maintain a minimum temperature of 58°F (15°C) at all times, and
- (b) **your** external doors are secured by five lever mortice deadlocks or key operated multi-point locking systems, and
- (c) all ground floor or accessible windows in **your property** are secured by key operated window locks, and
- (d) **you** carry out internal and external inspections of the **property** every 14 days and a record of these visits is retained.

10. SUBROGATION WAIVER

In the event of a **claim** arising under this Policy, **we** agree to waive any rights, remedies or relief to which **we** may become entitled to by subrogation against:

- (a) any Company standing in the relation of Parent to Subsidiary (or Subsidiary to Parent) to **you** as defined in the Companies Act current at the time of damage.

- (b) any Company which is a subsidiary of a Parent Company of which **you** are a subsidiary, in each case within the meaning of the Companies Act current at the time of damage;
- (c) any tenant or lessee of the **building** insured provided that damage has not been caused by the criminal, fraudulent or malicious act of the tenant or lessee.

11. JOINT POLICYHOLDERS

Any person named on **your** schedule can change the policy or make a claim. **We** can only remove a named person if they agree, if **we** are ordered to by a court, or if they have died and their personal representatives ask **us**.

12. NON-INVALIDATION

This Policy will not be invalidated by any act or omission or by any alteration whereby the risk of damage is increased unknown to **you** or beyond **your** control provided that **you** immediately give notice to **us** as soon as **you** become aware of the above and pay an additional premium if required.

13. SETS

If any undamaged item or item(s) forming part of a pair, set or suite needs replacing following an insured event covered under this Policy, we will contribute 50% of the cost of replacing the undamaged item(s).

General Conditions That Apply to Sections 1-6 of the Policy (Cont.)

14. FELT / FLAT ROOF

Any loss or damage caused directly or indirectly to or from a flat or felt portion of the roof will not be covered unless the roof is inspected once every 2 years by a competent roofing contractor and any recommendations are implemented immediately.

15. FAIR REPRESENTATION

You have a duty to make to **us** a fair presentation of the risk before the inception of this Policy; when an alteration is made to this Policy; and at the renewal of this Policy.

If a breach of such duty is:

- (a) deliberate or reckless
 - (i) in relation to an alteration made to this Policy, **we** may treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid; or
 - (ii) in relation to inception or renewal of this Policy avoid this Policy and refuse all **claims** and retain any premiums paid; or
- (b) neither deliberate nor reckless
 - (i) in relation to an alteration made to this Policy and **we** would not have agreed to the alteration on any terms, **we** may treat this Policy as if the alteration was never made; or

- (ii) in relation to inception or renewal of this Policy and **we** would not have entered into this policy on any terms, **we** may avoid this Policy and refuse all **claims** but will return any premiums paid; or
- (c) neither deliberate nor reckless
 - (i) in relation to an alteration made to this Policy, and **we** would have agreed to the alteration but on different terms; or
 - (ii) in relation to inception or renewal of this Policy, and **we** would have entered into this Policy but on different terms,

the Policy will be treated as if it has been entered into on those different terms, if either of the above would have resulted in **us** charging an increased premium on what was actually charged, **we** may reduce proportionately the amount to be paid on a **claim**. **We** will pay on such claim a percentage of what **we** would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms), based on the total premium actually charged compared to the premium that **we** would have charged;

We will be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by **us**), in relation to a breach of the duty to make to **us** a fair presentation of the risk.

Data Protection and Privacy Notice

At sagic **we** recognise our responsibility to treat **your** personal information with care and to comply with all relevant legislation. For all personal information held about **you we** are classed as the data controller, **we** will process this information as necessary for performance of **our** contact of insurance with **you**; when it is in **our** legitimate interests to do so; and when **we** are obliged by law to do so.

To assist in administration of **your** Policy data may be passed to other parties including Brokers, Reinsurers, Loss Adjusters, Service Providers, Regulators, Police/Government/Fraud Agencies. These parties could also be a data controller and where necessary will issue their own Data Protection & Privacy Policies.

We may also record telephone calls to help us monitor and improve the services **we** provide, for full details of how **we** use **your** data and **your** rights please see:

<https://www.sagic.co.uk/privacy-policy>

Section 1 – Buildings Insurance

What is Covered

We will pay for loss of or damage to **buildings** caused by an Insured Event 1. to 12. and Extensions 13. to 25. below:

1. Fire, Smoke, Explosion, Lightning and Earthquake.

2. **Storm or Flood.**

3. Riot, Civil Commotion, Strike, Labour or Political Disturbance, Malicious Persons or Vandals.
The most **we** will pay for damage caused by anyone lawfully in the **property** is £5,000.

What is Not Covered

We do not pay for loss of or damage to **buildings** caused by the following:

- (i) The **excess** detailed in **your** Schedule.
- (ii) The exclusions listed in this column.

-
- (i) Smoke damage by any gradually operating cause.
 - (ii) Heat without flames.

-
- (i) Damage to gates, fences, hedges or tennis courts.
 - (ii) Damage caused by frost, **subsidence, landslip or heave.**

-
- (i) Damage occurring if **your property** is **unoccupied.**

Section 1 – Buildings Insurance (Cont.)

What is Covered	What is Not Covered
4. Subsidence or heave of the site beneath the buildings or landslip causing the buildings or part of it to collapse.	<ul style="list-style-type: none">(i) Damage to terraces, patios, drives, paths, garden walls, hedges, outdoor swimming pools, fishponds, ornamental ponds, tennis courts and gardens unless the foundations beneath the external walls of your property are damaged at the same time.(ii) Damage caused by the bedding down of new structures or settlement of newly made up ground.(iii) Damage to solid floor slabs or resulting from their movement, unless the foundations beneath the external walls of your property are damaged at the same time.(iv) Damage caused by coastal erosion.(v) Damage resulting from demolition or structural repairs or alterations to the buildings.(vi) Faulty workmanship or design or defective materials in the building.(vii) Damage to oil tanks.(viii) Damage caused by settlement, or by shrinkage or expansion of parts of the buildings.
5. Escape of water or oil from any fixed water or heating installation or domestic appliance.	<ul style="list-style-type: none">(i) The repair of the part of the installation from which water or oil escapes.(ii) Damage occurring if your property is left unoccupied.(iii) Damage caused to any part of your buildings due to subsidence caused by escape of water.

Section 1 – Buildings Insurance (Cont.)

What is Covered	What is Not Covered
<p>6. Freezing of domestic water and heating installations resulting in damage thereto.</p>	<p>(i) Damage due to age, rust, corrosion, wear and tear.</p> <p>(ii) Damage due to poor insulation or lagging.</p> <p>(iii) Damage occurring if your property is unoccupied.</p>
<p>7. Theft or attempted theft. The most we will pay for theft by anyone lawfully in the property is £5,000.</p>	<p>(i) Damage occurring if your property is unoccupied.</p>
<p>8. Impact involving an aircraft, aerial device or anything falling from them, or by a train, vehicle or animal.</p>	<p>(i) Damage caused by insects or by domestic pets owned by you or anyone residing in your property.</p>
<p>9. Breakage or collapse of satellite dishes, receiving aerials and their fittings or masts.</p>	<p>(i) Damage to the satellite dish, aerial, fitting or mast itself.</p>
<p>10. Falling trees, branches, telegraph poles or lamp posts including the cost of removing any that cause damage to the property.</p>	<p>(i) Damage to tennis courts.</p> <p>(ii) The cost of removal if buildings are not damaged at the same time.</p> <p>(iii) Damage due to tree felling, lopping or topping operations undertaken on the site of your property.</p>

Section 1 – Buildings Insurance (Cont.)

What is Covered	What is Not Covered
<p>11. Underground Pipes, Cables and Drains Accidental damage to underground pipes and cables supplying the building but this cover is limited to £2,500 in respect of all work necessary to clear a blocked underground pipe.</p>	<ul style="list-style-type: none">(i) Damage for which you are not legally responsible.(ii) Wear, tear and gradual deterioration.(iii) Blockage by anything deliberately discharged into a drain by you or with your permission.(iv) Damage caused to any part of your buildings due to subsidence.
<p>12. Weight of snow Weight of snow for garages and outbuildings.</p>	<ul style="list-style-type: none">(i) Damage to any building not built of brick, stone or concrete.(ii) Damage to any building which does not have a tile or slate roof.(iii) Damage to gates, fences, hedges or tennis courts.

Section 1 – Extensions

What is Covered	What is Not Covered
<p>13. Glass, Ceramic Hobs and Sanitary Ware Accidental breakage of fixed glass, solar panels, ceramic hobs or tops in fixed units and sanitary ware.</p>	<p>(i) Damage occurring if your property is unoccupied. (ii) Damage to fixed glass in furniture.</p>
<p>14. Alternative Accommodation or Loss of Rent The cost of comparable alternative accommodation or loss of rent receivable for the period that the buildings are uninhabitable in consequence of damage due to an Insured Event 1. to 12. on pages 28 - 31 or accidental damage on page 37. This extension is subject to a maximum limit of £25,000 or the amount as shown in your Schedule (whichever is higher). Under this extension the most we will pay following damage caused by anyone lawfully in the property is £2,500.</p>	<p>(i) This cover shall not apply to damage to either property if there is any other insurance in force covering such damage.</p>
<p>15. Emergency Access Damage to your property caused by forced access to attend: (i) a medical emergency (ii) an event that would result in damage to your property by an Insured Event 1. to 12. on pages 28 - 31.</p>	

Section 1 – Extensions (cont.)

What is Covered	What is Not Covered
<p>16. Sale of your property</p> <ul style="list-style-type: none">(i) When you have exchanged contracts to sell your property the buyer will have benefit of cover under Section 1 until completion of the sale.(ii) If we have agreed to insure your new property Section 1 cover shall commence from the exchange of contracts.	<ul style="list-style-type: none">(i) This cover shall not apply to damage to either property if there is any other insurance in force covering such damage.
<p>17. Locks and Keys</p> <p>The cost of replacement locks and keys to external doors, alarm systems or a domestic safe in your property required due to the keys being accidentally lost or stolen.</p> <p>This extension is subject to a maximum limit of £2,500.</p>	
<p>18. Trace and Access</p> <p>Where the buildings are insured and if they are damaged due to an escape of water from any fixed water or heating installation for which you are legally responsible we will pay the reasonable cost that you incur in finding the source of damage.</p> <p>The most we will pay is £5,000 but not more than £2,500 for a water leak outside the property.</p>	<ul style="list-style-type: none">(i) The cost of repair of the source of the damage unless the cause is covered elsewhere in this Policy.

Section 1 – Extensions (cont.)

What is Covered

What is Not Covered

19. European Union and Public Authorities

The cost of reinstatement of any damage to the **property** insured and portions thereof not subject to damage (other than foundations), incurred solely by reason of the necessity to comply with European Union legislation, regulations under Acts of Parliament or local authority byelaws, provided that:

- (i) **you** receive a notice from the relevant body to comply after the damage occurs;
- (ii) the work of reinstatement is completed within 12 months of the date of the damage or within such further time as We may allow; and
- (iii) the total amount payable under this Extension and this Section, for any item, will not exceed:
 - (a) in respect of the **property** subject to damage, its sum insured as shown on the Schedule;
 - (b) in respect of portions of the property not subject to damage, 15% of the total amount for which **we** would have been liable had the property been wholly destroyed,

subject to the total amount payable in respect of (a) and (b) above under this Extension and this Section, in total for all claims or series of claims, arising out of any one original cause, for any item, not exceeding its sum insured as shown on the Schedule.

Section 1 – Extensions (cont.)

What is Covered

What is Not Covered

20. Capital Additions

Any newly acquired and/or newly erected **buildings** in course of erection (excluding any property for which a building contractor is responsible) insofar as the same are not otherwise insured; and alterations, additions and improvements to **buildings** but not in respect of any appreciation in value anywhere in the United Kingdom and the Channel Islands.

Provided that:

- (i) at any one situation this cover will not exceed 20% of the **buildings** sum insured or £2,000,000 whichever is the less.
- (ii) **you** undertake to give particulars of such extension of cover as soon as practicable and to pay any additional premium required.
- (iii) following payment of such additional premium the provisions of this Extension are fully reinstated.

21. Unauthorised Use of Electricity Gas or Water

The cost of metered electricity gas or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession or occupying **your property** without **your** consent.

This extension is subject to a maximum limit of £5,000.

Section 1 – Extensions (cont.)

What is Covered

What is Not Covered

22. Removal of Nests

Costs reasonably and necessarily incurred with **our** consent in respect of removing bees, wasps and hornets nests from the Premises.

This extension is subject to a maximum limit of £1,000.

23. Fly Tipping

Costs reasonably and necessarily incurred with **our** consent in respect of the clearing and removing any property illegally deposited in or around the Property.

This extension is subject to a maximum limit of £5,000.

24. Removal of Tenants Debris

Costs necessarily and reasonably incurred by **you** in respect of the removal of tenants debris subject to such costs being agreed with **our** consent following damage by an Insured Event 1. to 11. on pages 28 - 31.

This extension is subject to a maximum limit of £2,500.

- (i) The removal of any debris relating to the the manufacture, cultivation, harvest or processing by other method of drugs classed as a controlled substance under the Misuse of Drugs Act (1971).

25. Cultivation of Drugs

Loss of or damage to **buildings** caused by the manufacture, cultivation, harvest or processing by other method of drugs classed as a controlled substance under the Misuse of Drugs Act (1971).

This extension is subject to a maximum limit of £5,000.

- (i) Damage occurring if **your property** is left **unoccupied**.

Accidental Damage (Optional)

This extension applies to buildings cover when shown in your schedule and up to a maximum sum insured as shown in your schedule.

What is Covered

1. Sudden, unintentional and unexpected physical breakage or damage that can be seen.

What is Not Covered

- (i) The excess stated in **your** Schedule
- (ii) Any loss or damage that is excluded by the **General Exclusions** to this Policy.
- (iii) Damage caused by domestic pets belonging to anyone residing in **your property**.
- (iv) Damage occurring if **your property** is **unoccupied**.
- (v) Any process of cleaning, dyeing, altering, repairing, renovation, restoring or dismantling of the apparatus.
- (vi) Loss or damage caused by demolition, structural alterations, or structural repair to the **buildings**.
- (vii) Mechanical or electrical fault, breakdown or failure.
- (viii) Loss or damage caused by faulty workmanship, defective design or the use of defective materials.
- (ix) Loss or damage caused by **subsidence** or **heave** of the site beneath the **buildings** or **landslip** causing the **buildings** or part of it to collapse.
- (x) Mysterious disappearance or unexplained shortages.
- (xi) Damage caused by damp, mildew, rot or fungus.
- (xii) Damage caused by by vermin, insects.

Basis of Settlement of Claims Under Section 1 – Buildings

In event of a **claim** under Section 1 **we** will pay for the loss or damage including **fees, removal of debris** and the cost of complying with **local authority requirements**. **We** will at **our** sole option either:

- (i) repair or reinstate the **buildings** to a condition as near as possible to the condition immediately before the loss or damage occurred.
- (ii) pay to repair or rebuild the damage part of the **buildings** to a condition as near as possible to the condition immediately before the loss or damage occurred.
- (iii) make a cash payment.

If the repair or reinstatement is not carried out **we** will pay the resultant reduction in the market value but not to exceed the amount that would have been expended on the repair or reinstatement had the work been carried out without delay.

We will not pay for any reduction in the market value of **your property** following repair or reinstatement.

The most **we** will pay for all loss or damage resulting from one insured incident under Section 1 is the sum insured shown in **your** Schedule, adjusted by any inflation index linking due under the provisions of the Policy plus any amount due in respect of Extension 13 – Alternative Accommodation or Loss of Rent.

A deduction will be made for wear and tear if the **buildings** are not maintained in good condition.

If an **excess** applies to **your claim** then the **excess** will be applied before any limits or sums insured.

Inflation – Index Linking of The Sum Insured Under Section 1 – Buildings

The sum insured on **buildings** will be adjusted monthly in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors.

The renewal premium will be calculated on the amount of the sum insured, as at renewal date with such adjustment.

Section 2 – Contents Cover

What is Covered	What is Not Covered
<p>We will pay for loss of or damage to contents when in your property caused by an Insured Event 1. to 10. and Extensions 11-16 below:</p>	<p>We do not pay for loss of or damage to contents caused by the following:</p> <ul style="list-style-type: none">(i) The excess detailed in your Schedule.(ii) The exclusions listed in this column.
<p>1. Fire, Smoke, Explosion, Lightning and Earthquake.</p>	<ul style="list-style-type: none">(i) Smoke damage by any gradually operating cause.(ii) Heat without flames.
<p>2. Storm or Flood.</p>	
<p>3. Riot, Civil Commotion, Strike, Labour or Political Disturbance, Malicious Persons or Vandals.</p> <p>The most we will pay for damage caused by anyone lawfully in the property is £5,000.</p>	<ul style="list-style-type: none">(i) Damage occurring if your property is unoccupied.
<p>4. Subsidence or heave of the site beneath the building or landslip causing the building or part of it to collapse.</p>	<ul style="list-style-type: none">(i) Damage caused by coastal erosion.(ii) Damage caused by settlement, or by shrinkage or expansion of parts of the buildings.(iii) Damage to any fixtures or fittings.
<p>5. Escape of water or oil from any fixed water or heating installation or domestic appliance.</p>	<ul style="list-style-type: none">(i) The repair of the part of the installation from which water or oil escapes.(ii) Damage occurring if your property is left unoccupied.(iii) Damage caused to your contents due to subsidence caused by escape of water.

Section 2 – Contents Cover (Cont.)

What is Covered	What is Not Covered
<p>6. Accidental loss of domestic heating oil or metered water.</p> <p>The maximum amount payable is limited to £5,000.</p>	<p>(i) Damage occurring if your property is left unoccupied.</p> <p>(ii) Damage to any property caused by the oil or water.</p>
<p>7. Theft or attempted theft.</p> <p>The most we will pay for theft by anyone lawfully in the property is £5,000.</p>	<p>(i) Loss by deception, except where deception is used solely to gain entry into your property.</p> <p>(ii) Loss or damage caused by you or a member of your employee.</p> <p>(iii) Loss of money or valuables unless involving entry to or exit from your property by forcible and violent means or entry by deception.</p> <p>(iv) Loss or damage occurring if your property is unoccupied.</p>
<p>8. Impact involving an aircraft, aerial device or anything falling from them, or by a train, vehicle or animal.</p>	<p>(i) Damage caused by insects or by domestic pets owned by you or anyone residing in your property.</p>
<p>9. Damage to satellite dishes and receiving aerials, their fittings or masts due to breakage or collapse.</p>	
<p>10. Falling trees or branches, telegraph poles or lamp posts.</p>	<p>(i) Damage due to tree felling, lopping or topping operations undertaken on the site of your property.</p>

Section 2 – Extensions

What is Covered

11. **Glass in furniture, Mirrors, and Glass or Ceramic Hobs.**

Accidental breakage of glass tops to furniture and fixed glass in furniture, mirrors or glass or ceramic hobs to freestanding cookers.

12. **Theft of Keys**

The cost of replacement locks and keys to external doors, alarm systems or a domestic safe in **your property** required due to the keys being accidentally lost or stolen.

This extension is subject to a maximum limit of £2,500.

13. **Contents** (including trees, shrubs, plants and flowers) **in the Garden**

Loss or damage to **contents** in the garden of **your property**, including landscaping costs, as a result of an Insured Event 1. and 3-10 on pages 39 and 40.

This extension is subject to a maximum limit of £1,000.

What is Not Covered

(i) Damage occurring if **your property** is left **unoccupied**.

(i) Damage caused by domestic pets belonging to anyone residing in **your property**, or by vermin, insects, damp, mildew, rot, fungus or other gradual cause.

(ii) **Money or valuables.**

(iii) Pedal cycles.

(iv) Loss or damage caused by **storm** or **flood**.

(v) Loss or damage occurring if **your property** is left **unoccupied**.

Section 2 – Extensions (Cont.)

What is Covered

What is Not Covered

14. **Alternative Accommodation or Loss of Rent**

Loss of Rent receivable or the reasonable cost of comparable alternative accommodation for the period that the buildings are uninhabitable as a consequence of damage due to an Insured Event 1. to 10. on pages 39 and 40 or accidental damage on page 44.

This extension is subject to a maximum limit of 20% of the sum insured on **contents** as shown in **your** Schedule.

Under this extension the most **we** will pay following damage caused by anyone lawfully in the **property** is £2,500.

15. **Title Deeds**

Loss or damage to the title deeds of **your property**, if the originals are lost or due to an Insured Events in 1. to 10. on pages 39 and 40.

16. **Leakage of beverages**

Leakage of beverages from storage containers pipes and apparatus.

- (i) Occasioned by leakage of beverages from bottled stock;
- (ii) To **buildings** in any portion of the **property** which is **unoccupied**.

Section 2 – Extensions (Cont.)

What is Covered

What is Not Covered

17. Domestic Pets

Sudden, unintentional and unexpected physical loss, breakage or damage caused by a domestic pet to:-

- (i) the fixtures and fittings of your property.
- (ii) contents.

This extension is subject to a maximum limit of £2,500.

18. Cultivation of Drugs

Loss of or damage to **buildings** caused by the manufacture, cultivation, harvest or processing by other method of drugs classed as a controlled substance under the Misuse of Drugs Act (1971).

This extension is subject to a maximum limit of £2,500.

- (i) Damage occurring if **your property** is left **unoccupied**.

19. Leaseholder's Fixtures and Fittings

Loss or damage to **leaseholder's fixtures and fittings** as a result of an Insured Event 1. to 10. on pages 39 and 40 or **accidental damage** on page 44.

This extension is subject to a maximum limit of £5,000.

- (i) Damage occurring if **your property** is left **unoccupied**.

Accidental Damage (Optional)

This extension applies to your contents cover when shown in your schedule and up to a maximum sum insured as shown in your schedule.

What is Covered

1. Sudden, unintentional and unexpected physical breakage or damage that can be seen.

What is Not Covered

- (i) The excess stated in **your** schedule.
- (ii) Any loss or damage that is excluded by the **General Exclusions** to this Policy.
- (iii) Damage caused by domestic pets belonging to anyone residing in **your property**.
- (iv) Damage occurring if **your property** is left **unoccupied**.
- (v) Loss or damage caused by any process of cleaning, dyeing, altering, repairing, renovation, restoring or dismantling of the apparatus.
- (vi) Loss or damage caused by demolition, structural alterations, or structural repair to the **building**.
- (vii) Loss or damage caused by mechanical or electrical fault, breakdown or failure.
- (viii) Loss or damage caused by faulty workmanship, defective design or the use of defective materials.
- (ix) Damage caused by **subsidence, landslip or heave**.
- (x) Mysterious disappearance or unexplained shortages.
- (xi) Damage caused by damp, mildew, rot or fungus.
- (xii) Damage caused by by vermin, insects.

Basis of Settlement of Claims Under Section 2 – Contents

Following loss or damage by any insured event under Section 2:

- (a) Provided that at the time of loss or damage the sum insured on **contents** is at least equal to the cost of replacing all the contents as new (less a deduction for wear and tear or betterment on clothing and household linen).

We will at **our** sole option either:

- (i) arrange to repair or replace any item(s) of **contents** lost or damaged, or
 - (ii) pay the cost of repairing or replacing any item(s) of **contents** lost or damaged, or
 - (iii) make a cash payment to **you** for any item(s) of **contents** lost or damaged.
- (b) For clothing and household linen **we** may make a deduction based on an estimation of the wear and tear to the item(s) lost or damaged.
- (c) If **we** elect to repair or replace any item(s) of **contents** lost or damaged and you reject this basis of settlement the **claim** will be settled on the basis of the cost of replacement less a deduction for wear and tear.

If an **excess** applies to **your claim** then the **excess** will be applied before any limits or sums insured.

Inflation – Index linking of The Sum Insured Under Section 2 – Contents

The sum insured on **contents** will be adjusted monthly in line with the Retail Prices Index. No additional premium will be charged for these adjustments but the renewal premium will be calculated on the sum insured at the renewal date resulting from these adjustments.

Maximum Amount Payable Under Section 2 – Contents

The maximum amount payable in respect of any one incident insured by Section 2 of this Policy is the sum insured shown in **your** Schedule adjusted by any inflation index linking due under the provisions of the Policy plus any amount due in respect of Extension 14 – Loss of Rent or Cost of Alternative Accommodation, from which shall be deducted any **excess**.

Unless **your** Schedule provides for an increased amount, the following limits shall apply and these amounts represent the maximum that we will pay for the items in the event of a **claim** under Section 2:

Any one item: £2,500 or 10% of the **contents** sum insured, whichever is higher.

Section 3 – Public Liability

What is Covered

1. **We** will pay all amounts which **you** become legally liable to pay and costs and expenses as a result of accidental:

- (a) **bodily injury** to any person, or
- (b) **damage** to material property, or
- (c) obstruction, trespass, nuisance or interference with any right of war, air light or water

occurring during the **period of insurance** within the **territorial limits**.

Indemnity Limit

The most **we** will pay for any **claim** including **costs and expenses** is the Public Liability indemnity limit shown in the Schedule.

What is Not Covered

Liability in respect of:

1. The ownership, possession or use by **you** of any buildings not insured under Section 1 of this Policy unless otherwise stated in the Schedule;
2. The ownership, possession or use by **you** of any land unless **we** have agreed to provide cover in respect of such land;
3. Accidental **bodily injury** or **damage** arising out of manual work away from your Premises, other than collection or delivery;
4. Accidental Bodily Injury or Damage arising from the ownership, possession or use by you or on **your** behalf of:
 - (a) any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation (except the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer when **you** are not entitled to indemnity under any other policy); or
 - (b) any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft;

Section 3 – Public Liability (Cont.)

What is Covered

What is Not Covered

5. Accidental **bodily injury** or **damage** arising from or caused by any professional negligence, wrongful or inadequate treatment, examination, prescription, advice by **you** or **your employee** or anyone acting on **your** behalf;
6. Any goods which **you** supply, install, erect, repair, alter or treat;
7. The cost of rectifying or replacing defective work;
8. Pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

All pollution or contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place. **Our** liability in respect of all pollution or contamination which is deemed to have occurred during the **period of insurance** will not exceed in the aggregate the indemnity limit shown in the Schedule. For the purpose of this exclusion "Pollution or Contamination" means:

- (a) all pollution or contamination of **buildings** or other structures or of water or land or the atmosphere; and
- (b) all **damage** or injury directly or indirectly caused by such pollution or contamination;

Section 3 – Public Liability (Cont.)

What is Covered

What is Not Covered

- 9. **Damage** to any commodity article or thing supplied installed or erected by **you** if such **damage** is attributable to any defect therein or the harmful nature or unsuitability thereof; or
- 10. **We** will not be liable for the amount of the **excess** stated in the Schedule for each and every **claim** in respect of **damage** to property.

Extensions to Section 3

1. Cross Liabilities

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

2. Motor Contingent Liability

Despite Exclusion 4 of this Section **we** will indemnify **you** in respect of liability arising out of the use of any motor vehicle not belonging to or provided by **you** and being used in the course of the **business** anywhere in the United Kingdom Isle of Man or Channel Islands. Provided that this indemnity will not apply:

- (a) in respect of **damage** to the vehicle or any property contained therein;
- (b) whilst the vehicle is being driven
 - (i) by **you**;
 - (ii) with **your** consent by any person who does not hold a licence to drive such a vehicle; or
 - (iii) to liability which is insured or would but for the existence of this Section be insured under any other insurance.

3. Defective Premises Act 1972

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

Provided that this Extension will not apply to:

- (a) the cost of rectifying any damage or defect, in the premises or land disposed of; or
 - (b) legal liability for which **you** are entitled to indemnity under any other policy.
-

4. Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at **our** request in connection with a **claim** in respect of which **you** are entitled to indemnity under this Section **we** will provide compensation to **you** at the following rates per day for each day on which attendance is required:

- (a) £500 for **you** or any of **your** directors or partners.
- (b) £250 for any **employee**.

Extensions to Section 3 (Cont.)

5. Additional Persons Insured

We will subject to the terms of this Section indemnify:

- (a) in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person; and
- (b) at **your** request:
 - (i) any principal in respect of liability arising out of the performance by **you** of any agreement entered into by **you** with the principal to the extent required by such agreement;
 - (ii) any of **your** directors or **employees** in respect of liability arising in connection with the **business** provided that **you** would have been entitled to indemnity under this Section if the **claim** had been made against **you**;
 - (iii) any officer, committee or member of **your** canteen, sports, social or welfare organisations fire, security, first aid, medical or ambulance services in their respective capacities as such;
 - (iv) any of **your** directors or senior officials in respect of private work undertaken by any **employee** for that director or senior official.

Provided that:

- (i) such persons are not entitled to indemnity under any other Policy covering such liability;
- (ii) each person will as though they were **you** observe fulfil and be subject to the terms of this Policy insofar as they can apply;
- (iii) **we** will retain sole conduct and control of any **claim**; and
- (iv) where **we** are required to indemnify more than one party **our** total liability will not exceed the relevant Indemnity Limit as shown in section 3 of the schedule.

6. Worldwide Personal Liability

We will subject to the terms of this Section indemnify any person mentioned in Extension 5 paragraph (b) above or his or her spouse/ civil partner during temporary visits anywhere in the world in connection with the **business** but excluding liability arising from such a person owning or occupying land or buildings, or carrying on any trade or profession.

Extensions to Section 3 (Cont.)

7. Contractors' Contingent Liability

We will subject to the terms of this Section indemnify **you** in respect of liability arising out of minor work carried out by bona-fide contractors in the form of decorations, repairs and routine maintenance provided that:

- (a) such persons are not entitled to indemnity under any other policy covering such liability; and
- (b) **our** maximum liability will not exceed the Limit of Indemnity stated in Section 3 of the Schedule.

8. Contractual Liability

If **you**, by agreement, assume liability which would not otherwise have attached, the cover under this Section will only apply if **we** have sole conduct and control of all **claims** but excluding liability:

- (a) for liquidated damages or under any penalty clause;
- (b) arising from any contract which involves work outside the United Kingdom, the Channel Islands and the Isle of Man; or
- (c) for **damage** to property caused by those risks against which **you** are required to effect insurance by reason of Clause 21.2.1. of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or any other contract condition incorporating a similar requirement.

9. Health and Safety at Work Act 1974

We will indemnify **you** and at **your** request any of **your** directors or partners or any **employee** against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **business** during the **period of insurance**. **We** will also pay the prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given

Provided that:

- (a) this indemnity will not apply to the payment of fines or penalties;
- (b) the prosecution relates to the health safety and welfare of any person other than an **employee**; and
- (c) proceedings arise from an incident which relates to a claim or potential claim under this Section.

Extensions to Section 3 (Cont.)

10. Data Protection Act

We will indemnify **you** and at **your** request any of **your** directors or partners or any **employee** against the sums which **you** or any of **your** directors or partners or any **employee** become(s) legally liable to pay as damages under:-

- (a) Section 13 of the Data Protection Act 1998, or
- (b) Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679); or
- (c) any legislation implementing the General Data Protection Regulation; or
- (d) any replacement legislation in respect of any of the foregoing

for damage or distress caused in connection with the **business** during the **period of insurance** provided that **you** are:

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

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

The indemnity provided by this extension will not apply to:

- (i) any damage or distress caused by any deliberate act or omission by **you** the result of which could reasonably have been expected by **you** having regard to the nature and circumstances of such act or omission;

- (ii) any damage or distress caused by any act of fraud or dishonesty;
- (iii) the costs and expenses of rectifying rewriting or erasing data;
- (iv) liability arising from the recording processing or provision of data for reward or to determine the financial status of any person; or
- (v) the payment of fines or penalties.

11. Corporate Manslaughter and Corporate Homicide Act 2007

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

Extensions to Section 3 (Cont.)

Provided that:

- (a) **our** liability under this Extension will be limited to a maximum amount of £1,000,000 in the aggregate and in any one **period of insurance**;
- (b) this Extension will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- (c) **we** must consent to the appointment of any solicitor or counsel, acting on **your** behalf;
- (d) **you** must immediately notify **us** of receipt of any summons or other process, served upon **you**, which may give rise to proceedings arising from the cover under this Extension; and
- (e) before **we** consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by **us** will be supplied by **you**.

It is understood that **we** will have no liability under this Extension:

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

Section 4 – Employers’ Liability

We Will Pay For

1. **We** will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for **bodily injury** to any **employee** caused during the **period of insurance** in connection with **your business** and occurring:
 - (a) in the **territorial limits**.
 - (b) elsewhere in the world where any **employee** who is normally resident in the **territorial limits** is on a temporary visit In the course of **your** activities.

Within **costs and expenses**, **we** will also pay the cost of legal representation at any Coroner’s Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with **our** written consent.

Indemnity Limit

The most **we** will pay for any **claim** including **costs and expenses** is the Employers’ Liability indemnity limit shown in the Schedule.

We Will Not Pay For

We will not be liable under this Section in respect of **bodily injury**:

1. caused to any **employee** (other than the driver) being carried in or upon a vehicle or entering or getting onto or alighting from a vehicle where **bodily injury** is caused by or arises out of the use by **you** of a vehicle on a road. For the purpose of this Exclusion the expressions “vehicle”, “use” and “road” will have the same meanings as in Part VI of the Road Traffic Acts 1988; or
2. arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform will be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.

Extensions to Section 4 (Cont.)

1. Additional Persons Insured

We will subject to the terms of this Section indemnify:

- (a) in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person; and
- (b) at **your** request:
 - (i) any principal in respect of liability arising out of the performance by **you** of any agreement entered into by **you** with the principal to the extent required by such agreement;
 - (ii) any of **your** directors or **employees** in respect of liability arising in connection with the **business** provided that **you** would have been entitled to indemnity under this Section if the **claim** had been made against **you**;
 - (iii) any officer, committee or member of your canteen, sports, social or welfare organisations fire, security, first aid, medical or ambulance services in their respective capacities as such;
 - (iv) any of **your** directors or senior officials in respect of private work undertaken by any **employee** for that director or senior official.

Provided that:

- (i) such persons are not entitled to indemnity under any other policy covering such liability;
- (ii) each person will as though they were you observe fulfil and be subject to the terms of this Policy insofar as they can apply;
- (iii) **we** will retain sole conduct and control of any **claim**; and
- (iv) where **we** are required to indemnify more than one party **our** total liability will not exceed the relevant Indemnity Limit.

2. Health and Safety at Work Act 1974

We will indemnify **you** and at **your** request any of **your** directors or partners or any **employee** against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **business** during the **period of insurance**. **We** will also pay the prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given.

Provided that:

- (a) this indemnity will not apply to the payment of fines or penalties;

Extensions to Section 4 (cont.)

- (b) the prosecution relates to the health safety and welfare of **employee(s)**; and
- (c) proceedings arise from an incident which relates to a claim or potential **claim** under this Section.

3. Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any **employee** in respect of Injury caused during any **period of insurance** and arising out of and in the course of employment by you in the **business** against any company or individual operating from premises within the United Kingdom, the Channel Islands or the Isle of Man in any Court situate in those territories and remaining unsatisfied in whole or in part six months after the date of such judgement **we** will at **your** request indemnify up to the Indemnity Limit the said **employee** or their personal representative up to the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- (a) there is no appeal outstanding; and
- (b) if any payment is made hereunder the **employee** or the personal representative of the **employee** will assign the judgement to us.

4. Injury to Working Partners

In respect of **bodily injury** sustained by any working partner named in the Schedule **we** will deem such partner to be an **employee** provided that **we** will only be liable under this Extension where:

- (a) the **bodily injury** is sustained whilst such partner is working in connection with the **business**; and
- (b) the **bodily injury** is caused by the negligence of another partner or **employee** whilst working in the **business**.

5. Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at **our** request in connection with a **claim** in respect of which **you** are entitled to indemnity under this Section.

We will provide compensation to **you** at the following rates per day for each day on which attendance is required:

- (a) £500 for **you** or any of **your** directors or partners; and
- (b) £250 for any **employee**.

Extensions to Section 4 (Cont.)

6. Corporate Manslaughter and Corporate Homicide Act 2007

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

Provided that:

- (a) **our** liability under this Extension will be limited to a maximum amount of £1,000,000 in the aggregate and in any one **period of insurance**;
- (b) this Extension will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- (c) **we** must consent to the appointment of any solicitor or counsel, acting on **your** behalf;
- (d) **you** must immediately notify **us** of receipt of any summons or other process, served upon **you**, which may give rise to proceedings arising from the cover under this Extension; and

- (e) before **we** consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by **Us** will be supplied by **you**.

It is understood that **we** will have no liability under this Extension:

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

Section 5 - Landlords Legal Expenses Insurance

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

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

Claims must be reported to **us** within 180 days of the **insured event** other than in relation to Tenant Eviction where claims must be submitted within 45 days of the **insured event**. Notification will only be deemed to have been made upon receipt by **us** of a fully completed claim form accompanied with all requested supporting documentation. Failure to notify the claim within this time will invalidate the insurance.

The insurance covers **advisers' costs** up to the **maximum amount payable** where:-

- (a) The **insured event** takes place in the **period of insurance** and within the **territorial limits** and
- (b) The **legal action** takes place in the **territorial limits**.

IMPORTANT CONDITIONS

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

Prospects of Success

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

Section 5 - Landlords

Legal Expenses Insurance (Cont.)

Proportional Costs.

An estimate of the **advisers' costs** to deal with **your** claim must not be more than the amount of money in dispute. The estimate of the **advisers' costs** will be provided with the assessment of **your** case and will be carried out by the independent **adviser**. If the estimate exceeds the amount in dispute then **we** may decline or discontinue support for **your** case.

Duty of Disclosure

Consumer

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

Non-Consumer

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

Suspension of Cover

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

DEFINITIONS APPLYING TO SECTION 5 ONLY

Adviser

Our panel solicitor, their agents, or other appropriately qualified person, firm or company appointed by **us** to act for **you**.

Advisers' Costs

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

Deposit

The sum of money collected from the **tenant** in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) in respect of a **tenancy agreement** to which it applies and held by **you** or **your** agent as an indemnity for losses incurred by **you** 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**.

Section 5 - Landlords

Legal Expenses Insurance (Cont.)

Dilapidations Inventory

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

Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

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**.

Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

For the purposes of the **maximum amount payable**, only one **insured event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Insured Property

The **insured property** shown in the Insurance schedule and declared to **insurers**.

Insurers

AmTrust Specialty Limited.

Legal Action

The pursuit of civil legal cases for damages or injunctions.

Maximum Amount Payable

The maximum payable in respect of an Insured Event. **All Sections: £50,000.**

Period of Insurance

The **period of insurance** shown in the insurance schedule.

Rent

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

Standard Advisers' Costs

The level of Advisers' Costs that would normally be incurred in using a specialist panel solicitor or their agents.

Tenancy Agreement

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

- (a) an Assured Shorthold **tenancy agreement** as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the **territorial limits**, or

Section 5 - Landlords

Legal Expenses Insurance (Cont.)

- (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 of the **tenant's employees** and their family, or
- (c) a written common law residential **tenancy agreement** created after 28th February 1997 between individuals where the **rent** is in excess of £100,000 per annum or its equivalent outside of England and Wales but within the Territorial Limits, and which is:-
 - (i) appropriate for the tenancy; and
 - (ii) where relevant, signed and independently witnessed by **you**, the **tenant(s)** and if required as a condition of the **tenant reference**, the **guarantor**; and
 - (iii) free from any unreasonably restrictive covenants.

The **tenancy agreement** must be for a fixed term of no more than 12 months or if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months.

Tenancy Period

The period of the tenancy unless notice to terminate the tenancy was issued by the landlord or **tenant** prior to any breach of the terms of the **tenancy agreement** by the **tenant**, in which case the **tenancy period** will end at expiry of such notice.

Tenant

The occupier of the Insured Property named in the **tenancy agreement** as the **tenant** who has received a **tenant reference**.

Tenant Reference

A credit check against the **tenant** and any **guarantor** obtained from a licensed credit referencing company showing no County Court Judgments in the past three years and no outstanding County Court Judgments, together with copies of two forms of identification, one of which must contain a photograph, and a written employers' reference on company letter headed paper confirming their permanent and current employment and that their gross monthly salary is at least a multiple of 2.5 of the **tenant's rent**. If all of the above are not available or in the case of student **tenants** or **tenants** receiving any income or housing related government benefit, a full **Tenant Reference** showing a Pass on the **Tenant** and **Guarantor** must be obtained from **Our** approved **Tenant Referencing Company**. Details of these companies are available by referring to the Arc Legal website; <https://claims.arclegal.co.uk/info/approved-tenant-referencing-providers>.

Section 5 - Landlords

Legal Expenses Insurance (Cont.)

Territorial Limits

The United Kingdom.

We/Us/Our

Arc Legal Assistance Limited who administer claims under this insurance on behalf of the **insurers**.

You / Your

The individual or organisation shown in the insurance schedule as the Policyholder and defined in the **tenancy agreement** as the 'Landlord' who has paid the premium and been declared to **insurers**. If **you** die **your** personal representatives will be covered to pursue cases covered by this insurance on behalf of **you** that arose prior to **your** death.

Cover Provided Under Section 5

What is Insured

1. Tenant Eviction

You are covered for **advisers' costs** to pursue:-

Legal action against a **tenant** or **guarantor** to recover possession of the **insured property** where the **tenant** fails to perform his obligations set out in the **tenancy agreement** relating to the rightful occupation of the **insured property**.

What is Not Insured

Claims

- Where You fail to provide evidence that You successfully completed a Tenant Reference on the Tenant (and Guarantor if required) prior to the start of the Tenancy Agreement or where the Tenancy Agreement started more than 31 days after the Tenant Reference;
- Arising from or connected to **your** performance of **your** obligations under the **tenancy agreement**.
- Arising from dilapidations unless the missing or damaged items were contained within a **dilapidations inventory**.
- 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 eviction of the **tenant** is dealt with by a notice issued by the Home Office.
- Where the **insured property** is not solely residential.
- Where the **tenant** is not aged 18 years or over.

Cover Provided Under Section 5 (Cont.)

What is Insured

What is Not Insured

- Where **you** have allowed the **tenant** into possession of the **insured property** before the **tenancy agreement** has been signed by all parties, a **tenant reference** has been obtained, the first month's **rent** and the **Data Protection Act**.
- **Your** details and details of **your** insurance cover and claims will be held by **us** and or the **insurers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

What is Insured

What is Not Insured

2. **Property Infringement**

Legal action for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to the **insured property**. The nuisance or trespass must have commenced at least 180 days after **you** first purchased this insurance.

Claims

- Arising from a dispute relating to a **tenancy agreement** or any other lease or licence to occupy property or land.

Cover Provided Under Section 5 (Cont.)

What is Insured

3. Criminal Prosecution

You are covered for **advisers' costs** to defend Criminal Prosecutions brought against **you** 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**.

You must take all reasonable steps to comply with the regulations and keep evidence of compliance.

What is Not Insured

Claims

- Arising from something **you** have done, knowing it to be wrongful or ignoring that possibility.

LEGAL HELPLINE

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

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

Simply telephone **0344 770 1044** and quote "**Sagic – Landlord's Legal Expenses Insurance**".

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

General Exclusions to Section 5

1. There is no cover:-

- Where the **insured event** occurs within the first 90 days of the **period of insurance** where the **tenancy agreement** commenced before the **period of insurance** unless **you** had continuous previous insurance.
- Where **your** act, omission or delay prejudices **your** or the **insurers** position in connection with the **legal action** or prolongs the length of the claim.
- Arising from a dispute between **you** and **your** agent or mortgage lender.
- Where the **insured event** began to occur or had occurred before **you** purchased this insurance.
- Where **you** should have realised when purchasing or renewing this insurance that a claim under this insurance might occur.
- Where **you** have breached a condition of this insurance.
- Where **advisers' costs** have not been agreed in advance or are above those for which **we** have given **our** prior written approval.
- For any claim which is not submitted to Us within 180 days of the **insured event** occurring other than in relation to sections of cover Tenant Eviction where claims must be submitted within 45 days of the **insured event**.
- For **advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- For damages, interest, fines or costs awarded in criminal courts.
- Where **you** have other legal expenses insurance cover.
- For claims made by or against **your** Insurance adviser, the **insurers**, the **adviser** or **us**.
- For appeals without the prior written consent of **us**.
- Prior to the issue of court proceedings or unless a conflict of interest arises, for the costs of any legal representative other than those of the **adviser**.
- Where an estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute.
- Where **you** commit, or are alleged to have committed, a criminal offence, or **you** are liable to a civil penalty unless this policy expressly covers **you** in the event of such offence or penalty.

General Exclusions to Section 5 (Cont.)

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

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

3. **Contracts (Rights of Third Parties) Act 1999**

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

Conditions Under Section 5

1. Cancellation

You may cancel this insurance at any time by writing to **your** insurance adviser providing 14 days written notice. If **you** exercise this right within 14 days of taking out this insurance, **you** will receive a refund of premium provided **you** have not already made a claim against the insurance.

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

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

2. Claims

(a) **You** must report claims as soon as reasonably possible within 180 days of the **insured event** other than in relation to sections of cover **tenant eviction** where claims must be submitted within 45 days of the **insured event**, by completing and submitting the claim form 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, **you** or **your** agent must serve notice of a requirement to undertake an inspection in accordance with **your** rights within the **tenancy agreement** and visit the **insured property**. **you** should seek legal advice if **you** are unsure that such an inspection is lawful.
- (c) **You** and **your** agent must act promptly to gain vacant possession of the **insured property** and recover **rent** arrears.
- (d) In the event of a claim **you** or **your** agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **tenant** has vacated the **insured property**.
- (e) **You** and/or **your** agent must attend any court hearing in relation to an **insured event** if requested to do so by **us** 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) **we** may investigate the claim and take over and conduct the **legal action** in **your** name. Subject to **your** consent which shall not be unreasonably withheld **we** may reach a settlement of the **legal action**.

Conditions Under Section 5 (Cont.)

- (g) **We**, on behalf of Insurers have the right under subrogation to pursue **legal action** against the **tenant** or any **guarantor** to recover Rent and Advisers' Costs.
- (h) **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted. If court proceedings are required and **you** wish to nominate an alternative Adviser to act for **you**, **you** may do so. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment available on request.
- (i) The Adviser will:-
 - (i) Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained.
 - (ii) Keep **us** fully advised of all developments and provide such information as **we** may require.
 - (iii) Keep **us** regularly advised of **advisers' costs** incurred.
 - (iv) Advise **us** of any offers to settle and payments in to court. If contrary to **our** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **we** agree in **our** absolute discretion to allow the case to proceed.
 - (v) Submit bills for assessment or certification by the appropriate body if requested by **us**.
 - (vi) Attempt recovery of costs from third parties.
- (j) In the event of a dispute arising as to **advisers' costs**, **we** may require **you** to change **adviser**.
- (k) **Insurers** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are prospects of success.
- (l) **You** shall supply all information requested by the **adviser** and **us**.
- (m) **You** are liable for any **advisers' costs** if **you** withdraw from the **legal action** without **our** prior consent. Any costs already paid by **us** will be reimbursed by **you**.
- (n) Any monies recovered from the **tenant** or **guarantor** will be retained by **us** to pay for any **advisers' costs** or **rent** that has been paid by **insurers** under this insurance.

3. Disputes

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

Conditions Under Section 5 (cont.)

4. Disclosure Breach

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

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

5. Fraud

In the event of fraud, We:

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

6. Prospects of Success

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

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

7. English Law

This contract is governed by English Law.

8. Language

The language for contractual terms and communication will be English.

9. Change in law

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

Customer Services Information

How to Make a Claim

Claims must be notified to the Claims Line within 180 days of the **insured event** other than in relation to sections of cover Tenant Eviction where claims must be submitted within 45 days of the **insured event**.

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

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

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

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

CLAIMS LINE

You should telephone **0344 770 1044** and quote “**Sagic – Landlord’s Legal Expenses Insurance**”.

A claim form will be sent out by e-mail, fax or post within 24-hours. The claim form is required to be completed and returned along with supporting documentation within five days of it being received. To maintain an accurate record, **Your** telephone call may be recorded.

Claim forms can also be obtained from:-
<https://claims.arcllegal.co.uk/home>

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 his failure to perform his obligations under the **tenancy agreement**, **our** panel solicitors or their agents will be appointed to act for **you**.

You or **your** agent must give all information requested by **us** or the **adviser** within five days of receiving the request for that information.

You or **your** 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.

Customer Services Information

How to Make a Claim

DATA PROTECTION ACT

Your details and details of **your** insurance cover and claims will be held by **us** and or the **insurers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

CUSTOMER SERVICE

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

OUR CONTACT DETAILS ARE:

Arc Legal Assistance Ltd, PO Box 8921, Colchester, CO4 5YD

Tel: 01206 615000

Email: customerservice@arclegal.co.uk

THE FINANCIAL OMBUDSMAN SERVICE CONTACT DETAILS ARE:

Financial Ombudsman Service
Exchange Tower
London, E14 9SR

Tel 08000 234 567

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

COMPENSATION

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

AUTHORISATION

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

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 229676. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.

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