

HOME &
LEGACY

EXPERTLY CRAFTED
INSURANCE

Ultra Landlord

POLICY WORDING

APRIL 2021

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ABOUT HOME AND LEGACY INSURANCE SERVICES LIMITED

Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB United Kingdom. Registered in England & Wales No. 3007252. Authorised and regulated by the Financial Conduct Authority, Home and Legacy's Financial Services Register number is 307523 and permitted business is advising on and arranging general insurance contracts.

Please note that telephone calls may be recorded for our joint protection, training and/or monitoring purposes.

Welcome

Thank you for choosing Home & Legacy as the provider for your insurance. Welcome to your Ultra Landlord Insurance policy. Our residential landlord products have been designed to offer specialist buildings and contents insurance with a range of additional cover options that can give landlords further protection.

This policy document, along with your policy schedule, sets out everything you need to know about your Ultra Landlord Insurance. Please keep them both together, somewhere safe.

We hope your experience of us so far has been a positive one. We are committed to giving you a first-class level of service, at every stage. You'll be pleased to know we handle most claims in-house so are able to settle the majority of claims promptly. For your convenience you'll also deal with the same claim handler throughout the entire process.

In addition to landlord insurance, we specialise in high net worth home insurance and motor insurance. We also have options for travel and motor insurance.

We understand people are as unique as their insurance needs so if we can be of any further assistance to you, just tell us your situation – either via your trusted insurance intermediary or directly if you do not use an insurance intermediary – and let our professionally trained staff do the rest.



Barry O'Neill
Managing Director
Home and Legacy Insurance Services Limited

Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc. and is registered in England and Wales No. 3007252. Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.

Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.
Financial Services Register number 307523.

Important Advice Information

FOR GENERAL ADVICE

Contact the insurance intermediary you consulted to arrange your policy. If you did not consult an insurance intermediary, please contact **Home & Legacy**.

Contact **Home & Legacy**:

From the UK **0344 893 8360**

From overseas **+44 (0) 20 3118 7777**

Lines are open Monday to Friday 9am to 5pm (not bank or public holidays).

TO CONTACT US FOR LEGAL ADVICE

Your policy provides access to a 24/7 year round telephone advice line.

This service provides advice on general legal matters on the law which applies in the UK.

You can also get advice on tax and health and safety matters in the UK by calling the same number Monday to Friday 9am to 5pm (excluding public holidays).

The telephone number to call is shown in your policy schedule and you will need your policy number to access the advice.

Important Claims Information

FOR BUILDINGS, CONTENTS AND LIABILITY CLAIMS (SECTIONS 1 & 2 OF THE POLICY)

Contact the **Home & Legacy** claims team:

From the UK **0344 893 8360**
From overseas **+44 (0) 20 3118 7777**

Lines are open Monday to Friday 9am to 5pm (not bank or public holidays).

Outside of **Home & Legacy's** standard hours (stated above) claims can be reported by calling the Ultra Landlord Emergency Property Assistance helpline operated by Allianz Global Assistance a trading name of AWP Assistance UK Ltd.

From UK or overseas **+44 (0) 208 603 9849**

The out of hours line is available 24 hours a day, 365 days a year.

FOR LANDLORD LEGAL EXPENSES OR LANDLORD RENT PROTECTION CLAIMS (SECTIONS 3 & 4 OF THE POLICY)

If you need to make a claim or let us know about a situation that could lead to a claim, you should contact Home & Legacy as soon as possible:

Home and Legacy Insurance Services Limited
500 Avebury Boulevard
Milton Keynes
Buckinghamshire
MK9 2LA

From the UK **0344 893 8360**
From overseas **+44 (0) 20 3118 7777**

Lines are open Monday to Friday 9am to 5pm (not bank or public holidays).

Alternatively email: **claimsteam@homeandlegacy.co.uk**

A claim form will be sent to you for completion and this must be returned without delay.

FOR 24-HOUR LANDLORD EMERGENCY PROPERTY ASSISTANCE (SECTION 5 OF THE POLICY)

Contact the Ultra Landlord Emergency Property Assistance helpline:

From the UK or overseas **+44 (0) 208 603 9404**

Lines are open 24 hours a day, 365 days a year.

TO REPORT CLAIMS

Please have your policy number to hand when you call to report any claim.

For guidance on how to make a claim, please refer to the relevant Section of this policy under the heading, How to make a claim.

Telephone calls may be recorded for our joint protection, training and/or monitoring purposes.

Things we need to tell you about

THIS POLICY

This Ultra Landlord policy document is split into 5 Sections. Not all Sections of this policy may apply to you. The covers you have selected will be shown on your policy schedule and are subject to the terms, conditions and exclusions set out in this policy document and any later written notices sent to you by **Home & Legacy**.

This policy is not complete without a policy schedule. Your policy schedule will be issued to you if your application for insurance is accepted.

Your policy will continue for the period of insurance shown on your policy schedule and covers you only for insured events that occur during that period.

HOME & LEGACY

This policy cover has been arranged and is administered by Home and Legacy Insurance Services Limited. Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc. and is registered in England Number 3007252. Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number 307523.

THE INSURERS OR SERVICE PROVIDERS

Section 1, Buildings and Section 2, Contents is underwritten by Allianz Insurance plc.

Allianz Insurance plc. is registered in England No. 84638 at 57 Ladymead, Guildford, Surrey GU1 1DB.

Allianz Insurance plc. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number is 121849. Home State is the United Kingdom.

Allianz Insurance plc. is a non-life general insurance undertaking underwriting personal and commercial insurance products.

Section 3, Landlord legal expenses is arranged and administered by Markel Legal Expenses Insurance. Markel Legal Expenses Insurance is a trading name of Markel International Insurance Company Limited, registered in England and Wales No: 00966670. VAT number: 245 7363 49. Registered address, 20 Fenchurch Street, London EC3M 3AZ. Markel Corporation is the ultimate holding company for Markel International Insurance Company Limited.

Things we need to tell you about

Markel International Insurance Company Limited is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. Financial Services Register Number 202570. The insurer is liable only for the proportion of liability it has underwritten.

The insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is the insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

Optional additional cover available under Section 4, Landlord Rent Protection is also arranged and administered by Markel Legal Expenses Insurance.

Optional additional cover available under Section 5, Landlord Emergency Property Assistance is underwritten by is underwritten by AWP P&C SA and is administered in the UK by Allianz Global Assistance. Allianz Global Assistance is a trading name of AWP Assistance UK Ltd. Registered in England No 1710361. Registered Office: PO BOX 74005, 60 Gracechurch Street, London EC3P 3DS.

AWP Assistance UK Ltd is authorised and regulated by the Financial Conduct Authority.

WHAT OUR WORDS MEAN

In this policy document, many of the words and phrases used have a particular meaning. When you read them, **we** want that meaning to be clear so there are no misunderstandings. The words and phrases which have particular meanings are defined at the start of the Sections of this policy where they are used, under the heading “What **our** words mean”.

Throughout the entire policy document all reference to “**Home & Legacy**” means Home and Legacy Insurance Services Limited and reference to “**we, us** and **our**” within each Section of this policy means the insurer(s) who underwrite the cover.

Wherever these words are used throughout the entire policy document they will be highlighted in bold print.

OUR AGREEMENT WITH YOU

Your policy is a legal contract between you and **us**.

When you first take out, make changes to, or renew your policy, **we** will ask various questions that are relevant to **us** accepting the risk of insurance, and on what terms. When you answer those questions, you are required to take care not to misrepresent any information and to give **us** all of the information you are asked for. If you give **us** incorrect or incomplete information the wrong terms may be quoted, **we** may be entitled to reject payment of a claim, or payment could be reduced. In certain circumstances your policy might be invalid and you may not be entitled to a refund of premium.

We recommend that you keep a record of all information supplied to **us** for the purposes of your policy for future reference.

Your policy includes:

- information contained on your application and/or the statement of facts document which confirms the information given to **us** by you or your insurance intermediary;
- your policy schedule, which confirms; the Sections of the cover **we** are providing, including any endorsements (variations in the terms, conditions and/or exclusions of your policy); the period of insurance; your premium; details about you and your property; and any excesses that may apply to you;
- this policy document which details the cover **we** provide and the exclusions and conditions which apply;
- any changes to your policy contained in written notices sent by **Home & Legacy** at renewal.

You need to keep all of these documents in a safe place, together with receipts, other evidence of ownership and value of your insured property.

Our provision of insurance under your policy is conditional upon you observing and fulfilling the terms, provisions, conditions and clauses of the policy.

Please examine your policy carefully to ensure it meets your needs. If you do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete you must tell your insurance intermediary or **Home & Legacy**, if you do not use an insurance intermediary.

Things we need to tell you about

THE COST OF THE INSURANCE

The insurance **we** provide is subject to you paying or agreeing to pay, the premium by the due date. To calculate your premium, **we** consider things such as:

- the type(s) of cover requested;
- the construction of your building(s) and/or type of contents;
- the sum insured;
- the location of your building(s) and/or contents;
- the purpose(s) for which your building(s) are used; and
- your previous insurance history.

Generally, the greater the risk to **us**, the higher the premium will be. For example, a policy involving high claims experience or a higher sum insured will have a larger premium than one involving low claims experience or lower sums insured.

Your premium also takes into account **our** obligation to pay any taxes that are levied by HM Government, related to your policy.

We will tell you the total amount payable, when it needs to be paid and how it can be paid. This amount will be clearly set out in your policy schedule.

In consideration of the payment of the premium for the period of insurance, **we** will provide the cover set out in this policy document for the Sections of the cover applicable subject to any endorsements, as shown on your policy schedule.

Your policy ends at midnight on the last day of the period of insurance.

THE RENEWAL OF THE CONTRACT OF INSURANCE

Each renewal of your policy represents a new contract of insurance.

If you tell **us** about a claim after **we** work out your renewal terms and premium, which occurred during the current policy period, renewal terms may be amended or you may need to pay an extra premium.

You will be covered for the period of insurance shown on your renewal policy schedule.

REQUESTING A POLICY DOCUMENT

A further copy of this policy document will be sent to you upon request to your insurance intermediary or **Home & Legacy**; or can be downloaded from **Home & Legacy's** website at www.homeandlegacy.co.uk

This policy document and other associated documentation can also be made available in large print, audio or Braille. If you need any of these formats please contact **Home & Legacy** on 0344 893 8360 and **we** will be pleased to organise an alternative for you.

**IF YOUR
INFORMATION OR
CIRCUMSTANCES
CHANGE**

You must tell your insurance intermediary or **Home & Legacy** as soon as possible if there are any changes to your circumstances which could affect your insurance.

We need to be told about any changes to the information shown on your most recent policy schedule or statement of facts documents or if the information shown is incorrect or incomplete. If **we** are not informed of any changes or corrections this may affect your ability to claim under the policy.

The General Conditions set out the changes of circumstances and type of information that you are required to tell us about.

**IF YOU CANCEL
YOUR POLICY
WITHIN THE FIRST
14 DAYS (COOLING
OFF RIGHTS)**

You have a legal right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day you receive your policy or renewal documentation, whichever is later.

If you wish to cancel and the insurance cover has not yet started you will be entitled to a full refund of the premium paid. If you choose to cancel your policy and the insurance cover has already started you will be entitled to a refund of the premium paid except where a claim or an event that may lead to a claim has occurred during the period of cover **we** have provided, in which case the full annual premium may be payable to **us**.

If you have included the optional Section 5, 24-hour Landlord Emergency Property Assistance cover and during the initial 14 day period you have asked **us** to perform or provide any of the services given under this Section of this policy, then **we** are entitled to recover all costs that you have used for the services **we** have provided.

If you decide to cancel your cover, all Sections of this policy will be cancelled.

You can exercise your right to cancel by contacting the insurance intermediary through whom you arranged your policy or if you did not arrange your insurance through an insurance intermediary by contacting:

Home and Legacy Insurance Services Limited
500 Avebury Boulevard
Milton Keynes
Buckinghamshire MK9 2LA

Telephone: 0344 893 8360 or if you are calling from overseas
+44 (0) 20 3118 7777
Email: info@homeandlegacy.co.uk

If after 14 days you have not cancelled your policy, your policy will continue for the agreed period of insurance.

Things we need to tell you about

IF YOU CANCEL YOUR POLICY AFTER THE FIRST 14 DAYS

You can cancel the policy at any time by telling **us**, irrespective of your cooling off rights. If you do so, unless you have made a claim or an event has occurred which may result in a claim, you will be entitled to a refund of the premium paid subject to a deduction for the time you have been covered.

We will not refund a premium amount of less than £15 plus Insurance Premium Tax.

If you choose to cancel your policy you will be entitled to a refund of the premium paid except where a claim or an event that may lead to a claim has occurred during the period of cover **we** have provided, in which case the full annual premium may be payable to **us**.

The refund of premium will be calculated as a proportion of the annual premium reflecting the time **you** have been on cover.

We will not refund a premium amount of less than £15 plus Insurance Premium Tax.

If you cancel your policy after the first 14 days, cover under all Sections of this policy will end.

If the amount due when you cancel the policy is more than the amount you have paid you may be asked to pay the difference.

You can exercise your right to cancel your policy by contacting the insurance intermediary through whom you arranged your insurance or if you did not arrange your insurance through an insurance intermediary by contacting:

Home and Legacy Insurance Services Limited
500 Avebury Boulevard
Milton Keynes
Buckinghamshire MK9 2LA

Telephone: 0344 893 8360 or if you are calling from overseas
+44 (0) 20 3118 7777

Email: info@homeandlegacy.co.uk

THE FINANCIAL SERVICES COMPENSATION SCHEME

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if the insurers cannot meet their liabilities. Further information about compensation scheme arrangements is available from the FSCS. Information can be obtained by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk or by contacting them at:

Financial Services Compensation Scheme

PO Box 300
Mitcheldean GL17 1DY

Freephone: 0800 678 1100
Email: enquiries@fscs.org.uk

OUR USE OF LANGUAGE

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

OUR CHOICE OF LAW

The law applicable to this contract is subject to agreement between **us**. Unless **you** and **we** agree otherwise the law applying will be the Law of England & Wales.

TELEPHONE RECORDING

Telephone calls may be recorded for joint protection, training and/or monitoring purposes.

PRIVACY NOTICE (HOW WE USE YOUR INFORMATION)

Introduction

This notice explains how we collect, use and store personal information. Your privacy and personal information are important to us and we are committed to keeping it protected. We've tried to make this notice as clear and transparent as possible, so you are confident about how we use your information. As data controller, we are responsible for decisions about how your information will be processed and managed. You will also find details below regarding your rights under data protection laws and how to contact us.

1 Who we are and whose personal information we collect

When we refer to "we", "us" and "our" in this notice it means Home and Legacy Insurance Services Limited. When we say "you" and "your" and "individuals" in this notice, we mean anyone whose personal information we may collect, including:

- anyone seeking an insurance quote from us or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy

Things we need to tell you about

- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses
- anyone who has a business relationship or transacts business with us or provides us with a service, such as the insurers who underwrite your cover, insurance brokers and intermediaries.

2 How we use personal information

We use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims to fulfil our contract
- to administer third party claims, deal with complaints and prevent financial crime to meet our legal obligations
- to manage our business, conduct market research and manage our relationships with insurers and other business partners to meet the legitimate needs of our business
- to send marketing information about our products and services if we have received your specific consent.

There is no obligation to provide us with personal information, but we cannot provide our products and services without it.

Anyone whose personal information we hold has the right to object to us using it. They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to. Further details can be found below.

3 Automated decision making, including profiling

We may use automated decision making, including profiling, to assess insurance risks, detect fraud, and administer your policy. This helps us decide whether to offer insurance, determine prices and validate claims.

Anyone subject to an automated decision has the right to object to it. To do so please contact us using the details in Section 9: Know Your Rights and we will review the decision.

4 The personal information we collect

The information we collect will depend on our relationship with you. We collect the following types of personal information so we can complete the activities in Section 2: How we use personal information:

- basic personal details such as name, age, contact details and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video, including surveillance to help us manage policies and assess claims

- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- information relating to the use of our websites via the use of cookies
- accessibility details if we need to make reasonable adjustments to help
- business activities if it is relevant to the insurance policy or claim.

In certain circumstances, we may request and/or receive special category or sensitive information about you. We would only collect this information if it is relevant to the insurance policy or claim or where it is necessary for a legal obligation:

- your current or former physical or mental health
- criminal offences, including alleged offences, criminal proceedings, outcomes and sentences (previous criminal convictions, bankruptcies and other financial sanctions such as County Court Judgements).

5 Where we collect personal information

We collect personal information direct from individuals, their representatives or from information they have made public, for example, on social media.

We also collect personal information from other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- insurers or service providers who underwrite the insurance or provide the services for our products
- other involved parties, for example, claimants or witnesses.

We also collect information from your computer in the form of cookies. Please refer to our Cookie Policy for more details <https://www.homeandlegacy.co.uk/home/toolbar/privacy.html>

Things we need to tell you about

6 Sharing personal information

We only share your information when necessary for the purposes stated in Section 2: How We Use Personal Information.

We may share personal information with:

- other companies within the global Allianz Group www.allianz.com
- credit reference, fraud prevention and other agencies that carry out certain activities on our behalf, for example, the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB)
- our approved suppliers to help deal with claims or to provide and manage our services, for example, vehicle repairers, legal advisors, loss adjusters, premium finance companies and risk surveyors
- insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other organisations that provide services to us or you, for example, the Claims and Underwriting Exchange (CUE)
- external agencies for market research purposes
- prospective buyers in the event that Allianz Holdings plc wishes to sell all or part of our business.

7 Transferring personal information outside the UK

We use servers located in the European Union (EU) to store personal information where it is protected by laws equivalent to those in the UK. We may transfer personal information to other members of the global Allianz Group to manage the insurance policy or claim; this could be inside or outside the EU. We have Binding Corporate Rules (BCRs) which are our commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. See Section 12: Allianz Privacy Standards (APS) for more information about BCRs or contact our Data Protection Officer.

Some of the organisations personal information is shared with have servers outside the EU. Our contracts with these organisations require them to provide equivalent levels of protection for personal information.

8 How long we keep personal information

We keep information only for as long as we need it to administer the policy, manage our business or as required by law or contract.

9 Know your rights

Any individual whose personal information we hold has the following rights (data subject rights) in relation to how that information is held or processed by us:

- **The right to object** – individuals can object to us processing their data and we will either agree to stop processing or explain why we are unable to
- **The right of access** – individuals can request a copy of their personal information we hold, subject to certain exemptions (a subject access request)
- **The right of rectification** – individuals can ask us to update or correct their personal information to ensure its accuracy

- **The right to be forgotten** – individuals can ask us to delete their personal information from our records if it is no longer needed for the original purpose
- **The right of restriction** – individuals can ask us to restrict the processing of their personal information in certain circumstances
- **The right to data portability** – individuals can ask for a copy of their personal information, so it can be used for their own purposes
- **The right to withdraw consent** – individuals can ask us, at any time, to stop processing their personal information, if the processing is based only on individual consent
- **The right to make a complaint** – individuals can complain if they feel their personal information has been mishandled. We encourage individuals to come to us in the first instance but they are entitled to complain directly to the Information Commissioner's Office (ICO) www.ico.org.uk

If you wish to exercise any of these rights you can do so by contacting our Operations Director.

Address: Home and Legacy Insurance Services Limited,
500 Avebury Boulevard, Milton Keynes, Buckinghamshire
MK9 2LA
Email: info@homeandlegacy.co.uk
Phone: 0344 893 8360

10 Allianz (UK) Group Data Protection Officer contact details

Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Address: Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB
Email: dataprotectionofficer@allianz.co.uk
Phone: 0330 102 1837

11 Changes to our Privacy Notice

This Privacy Notice was last updated in September 2020

Occasionally it may be necessary to make changes to this notice. When that happens we will provide an updated version at the earliest opportunity.

The most recent version will always be available on our website www.homeandlegacy.co.uk.

12 Allianz Privacy Standards (APS)

The Allianz Privacy Standard constitutes Allianz' Binding Corporate Rules (BCRs) and provides you with information on the rules governing the international transfer of personal data between Allianz Group companies operating in the European Economic Area (EEA) and Allianz Group companies outside that area. The Allianz Privacy Standard also describes your rights in respect of such transfers, what to do if you want to exercise your rights or complain about such transfers, and how to contact us. The latest Allianz Privacy Standard can be found at <https://www.allianz.com/en/privacy-statement.html>.

Things we need to tell you about

MAKING A COMPLAINT

Our aim is to deliver an excellent service, every time, but if you believe **we** have not delivered the service you expected or have any concerns about **our** service and wish to make a complaint, let **us** know by contacting:

The Operations Director
Home and Legacy Insurance Services Limited
500 Avebury Boulevard
Milton Keynes
Buckinghamshire MK9 2LA

Telephone: 0344 893 8360 or if you are calling from overseas
+44 (0) 20 3118 7777

Email: info@homeandlegacy.co.uk

If your complaint is about the service you have received from **Home & Legacy**, **we** will investigate it and tell you who is dealing with your complaint. This individual will have been fully trained to deal with the matter in an objective way.

If your complaint relates to the service provided by your insurance intermediary, the insurers, any of **our** agents or any provider of services you entitled to under this policy, your concerns may be passed on to them for investigation.

Home & Legacy will monitor the progress of their investigation into the resolution of your complaint.

Complaints which the insurers or service providers are required to resolve will be passed on by **Home & Legacy** who will tell you if your concerns are redirected for investigation into your complaint.

The aim is to resolve your concerns within 24 hours, but where this is not possible, your complaint will be acknowledged in writing promptly.

If the situation has not been resolved within 8 weeks you will be given information about the Financial Ombudsman Service. The Financial Ombudsman Service offers a free, independent service for resolving disputes about most financial matters. In some circumstances a complaint may not be eligible for referral to the Financial Ombudsman Service. In such cases you will receive guidance from staff at the Ombudsman about your options, or you may wish to seek your own professional or legal advice. **You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.**

If you do not refer your complaint in time, the Ombudsman will not have **our** permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

HOW TO MAKE A COMPLAINT ABOUT THE MARKEL ADVICE LINE

If **you** have a complaint about these telephone legal advice services **you** should contact The Director of Compliance, Markel Law LLP, The Observatory, Chapel Walks, Manchester M2 1HL who will provide details of the complaints procedure, including details of how the complaint will be dealt with internally and if required, by the Legal Ombudsman.

The Financial Ombudsman Service can be contacted at:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Website: www.financial-ombudsman.org.uk

Telephone: 0300 123 9 123

Calls to this number cost no more than calls to 01 and 02 numbers.

This number may not be available from outside of the UK, so from abroad please call +44 20 7964 0500.

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

Using the complaints procedure above or referral to the Financial Ombudsman Service does not affect your legal rights.

The telephone legal advice is provided by Markel Law LLP and can advise on general UK law. Markel Law LLP makes no additional charge for providing these telephone services.

Markel Law LLP is authorised and regulated by the Solicitors' Regulation Authority ("SRA") under SRA number 459781 and is part of the Markel group of companies.

Section 1 – Buildings & Section 2 – Contents

WHAT OUR WORDS MEAN

In Section 1, Buildings and Section 2, Contents of this policy document; **we** have used some words and phrases that have a particular meaning. You will find these words along with their particular meaning below. Wherever these words and/or phrases are used throughout Sections 1 and 2 they will be highlighted in **bold** print.

Accidental damage

Damage caused suddenly and unexpectedly by an outside force.

Agent

A letting agent or other firm appointed by and acting on behalf of **you** in respect of the letting of **your property**.

Aggravated damages

These are damages that are awarded when **your** behaviour or the circumstances of a case increase the **injury** to the other person because they are humiliated, distressed or embarrassed.

Buildings

The structure of **your property** and the following if they form part of **your property** and belong to **you** or are **your** responsibility:

- domestic outbuildings;
- garages;
- boundary and garden walls, gates, fences and hedges (but not plants, shrubs, trees or grass);
- architects, surveyors, legal and/or other fees for estimates, plans, specification, quantities, tenders and supervision; and extra costs to keep to building or other regulations or within the by-laws of any local authority;
- fixed coverings to walls, ceilings and floors including laminated wooden effect or vinyl floor coverings that could not reasonably be removed and re-used, (but not carpets or rugs);
- fixtures and fittings (including landlords fixtures and fittings) in or on the **buildings**;
- fuel tanks and their ancillary equipment, pipework and the like;
- permanently fitted hot tubs and swimming pools;
- television, satellite and radio receiving aerials, aerial fittings and masts, solar panels, external lighting and security equipment;
- tennis hard courts;
- terraces, drives and footpaths;
- underground service pipes and cables, sewers and drains.

Section 1 – Buildings & Section 2 – Contents

Contents

Contents mean either contents of common areas; **unfurnished property contents**; or **general contents**. The contents option(s) that apply for **your** cover are shown on **your** policy schedule.

Contents are items used for domestic purposes which you own or are responsible for at **your property** and have provided for the use of **your tenant** being either:

1 Unfurnished property contents

Contents within **your property** which is let on an unfurnished basis being curtains, carpets or internal blinds, laminated, wooden effect or vinyl floor coverings that can reasonably be removed and re-used, light fixtures and fittings and domestic appliances;

or

2 General contents

Contents of **your property and contents** within areas of the **buildings** which are made available for common use by **your tenant** and all occupants of the **buildings** (including **contents** in the open within the grounds of the **buildings** that are used in connection with the **buildings**.) **Contents** include:

- furniture and furnishings;
- domestic gardening equipment and outdoor garden furniture and equipment;
- drawings, etchings, paintings, framed photographs, prints and other wall hangings;
- dining equipment including gold and silver plated items;
- rugs and tapestries;
- fixtures and fittings which **you** own or are responsible for in or on the **buildings** of **your property** which is leasehold, including fitted kitchens and sanitary ware, interior decorations, television, satellite and radio receiving aerials, aerial fittings and masts, solar panels, external lighting and security equipment.

Contents does not include:

- **contents** insured under any other policy;
- any of **your** personal possessions left in the **property**; unless notified to and agreed by **us**;
- **money**;
- securities (financial certificates such as shares and bonds) certificates and documents of any kind;
- mechanically propelled or assisted vehicles or their parts and accessories, except for gardening machinery;
- caravans and trailers or their parts and accessories; aircraft, hovercraft and watercraft (which includes sailboards, surfboards and models) or their parts and accessories;
- animals;
- any part of the structure of **your property**, central heating system, ceiling, wallpaper or similar;
- **contents** used at any time for business, professional or trade purposes, except for office equipment.

Dangerous animal

An animal defined as dangerous in the Animals Act 1971 or a dog of a type described in Section 1 of the Dangerous Dogs Act 1991 or any amending or replacement legislation.

Excess

The amount **you** have to pay if **you** make a claim.

Heave

Upward and/or lateral movement of the site on which **your buildings** stand caused by swelling of the ground.

Injury

Bodily injury, death, disease, illness or shock.

Landslip

Sudden downward movement of sloping ground.

Liquidated damages

These are damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made.

Section 1 – Buildings & Section 2 – Contents

Malicious damage by tenants

Actual physical damage which:

- results from a deliberate act of the **tenant** or any person who is at **your property** with the knowledge and consent of the **tenant**; and
- was intended by that person to cause physical damage.

Money

Cash, current bank and currency notes, cheques, credit, debit or charge cards, bankers drafts, postal and money orders, unused current postage stamps, travellers' cheques, securities, saving stamps and certificates, premium bonds, negotiable instruments, sports/travel season tickets, gift vouchers and any other tickets or vouchers with a fixed monetary value.

Mould

A fungus that produces a superficial growth on various kinds of damp or decaying organic matter.

Also includes mould spores and mycotoxins and the scents and other by-products of any of these.

Multiplying compensatory damages

In some areas of the world the amount of money awarded as compensation is sometimes multiplied two, three or more times to act as a punishment to **you**.

Property

The **buildings** and the area of the plot of land described in the title deeds of **your property** as specified in the policy schedule.

Punitive or exemplary damages

These are damages that are awarded to punish **you** as well as compensate the other person if **you** did anything deliberately.

Rent

The sum due to be paid by the **tenant** to **you** as detailed in the **tenancy agreement**.

Storm

Strong winds in excess of 47 knots (54 miles per hour) that may be accompanied by heavy rain, snow or sleet.

Subsidence

Downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.

Tenancy agreement

A written agreement with the **tenant** which gives rights to the **tenant** to occupy **your property** and to **you** to receive **rent** for letting **your property** being an Assured Shorthold Tenancy as defined in the Housing Act 1988 and corresponding legislation in Scotland, the Isle of Man and the Channel Islands, and any amending legislation.

Tenancy deposit

The sum paid by the **tenant** or on behalf of the **tenant** to **you** or **your agent** under the **tenancy agreement** as security against the performance of the **tenant(s)** obligations under the **tenancy agreement**, the discharge of any liabilities, and any damage to **your property** and/or non payment of **rent** during the tenancy.

Tenancy deposit scheme

Compulsory scheme(s) operated in accordance with the requirements of the Housing Act 2004, Housing (Scotland) Act 2006 or any corresponding and/or any associated or amending legislation within the **territorial limits**, set up by law to safeguard and facilitate the resolution of disputes arising in connection with a **tenancy deposit**.

Tenant

The person(s) named in the **tenancy agreement** who occupy **your property** and/or the companies or firms named in the **tenancy agreement** and any person(s) who occupy **your property** with their knowledge and consent including family members ordinarily residing with them and any person who is at **your property** with their knowledge and consent.

Territorial limits

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

Unoccupied

Not lived in for more than ninety (90) consecutive days.

Vermin

Various species regarded as pests or nuisances including, but not limited to mice, rats, squirrels, insects, arachnids, worms or other disease-ridden creatures.

Water table

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

We, Our, Us

Allianz Insurance plc. the insurer who underwrites the cover provided by Section 1, Buildings and Section 2, Contents.

You, Your

The person(s), companies or firms named in the policy schedule as the insured.

Section 1 – Buildings

THE COVER Cover for **buildings**, applies only if shown as included in **your** policy schedule.

Section 1, Buildings sets out the cover **we** give for **buildings** (including any optional cover extensions, if selected), what is not covered, and how **we** pay claims.

There are also General Exclusions and General Conditions that apply. These can be found on pages 45 to 53.

It is very important to fully understand **your** obligations under the General Condition ‘**Your duty of care,**’ which includes a requirement to ensure **your property** is inspected at least once every fourteen (14) days if it will not be lived in, for example, before the start of the first tenancy or between lets.

Details of how to make a claim under Section 1, Buildings can be found on page 54.

WHAT IS COVERED **Your** policy covers loss of or damage to **your buildings** caused by the following events, as well as the additional covers listed and any optional cover extensions **you** have selected, unless any exclusion applies.

Limit of cover

Unless otherwise stated cover is limited to the sum insured shown on **your** policy schedule for **buildings**.

WHAT IS NOT COVERED

We will not pay for:

- The amount of any **excess** shown in **your** policy schedule.
- Any General Exclusions for Section 1, Buildings and Section 2, Contents. The General Exclusions can be found on pages 45 to 46.

EVENT 1
FIRE

- a) Fire, lightning, explosion, earthquake;
and
b) Smoke.

WHAT IS NOT
COVERED

- For b) anything which happens gradually.

EVENT 2
IMPACT

The **buildings** being hit by:

- a) aircraft and other flying objects or anything falling from them;
b) vehicles and articles falling from them;
c) animals; or
d) falling trees, or branches, lamp posts or telegraph poles.

WHAT IS NOT
COVERED

- For c), any loss or damage caused by domestic animals.
- For d), loss or damage caused by felling or lopping of trees.

EVENT 3
THEFT

Theft or attempted theft.

WHAT IS NOT
COVERED

- Loss or damage caused by **your tenant** unless **your** policy schedule shows that either Buildings Optional Extension – 1, Theft or Malicious Damage by Tenant or Buildings Optional Extension – 2, Theft or Malicious Damage by Tenant & Accidental Damage including Accidental Damage by Tenant are included for **your** cover.
- Loss or damage when **your property** is **unoccupied**.

EVENT 4
MALICIOUS DAMAGE

Malicious damage.

WHAT IS NOT
COVERED

- Loss or damage caused by **you**.
- Loss or damage caused by **your tenant** unless **your** policy schedule shows that either Buildings Optional Extension – 1, Theft or Malicious Damage by Tenant or Buildings Optional Extension – 2, Theft or Malicious Damage by Tenant & Accidental Damage including Accidental Damage by Tenant are included for **your** cover.
- Loss or damage when **your property** is **unoccupied**.

Section 1 – Buildings

EVENT 5 ESCAPING OF OR FREEZING OF WATER

- a) Water escaping from water tanks, apparatus, pipes or fixed heating installations.
- b) Freezing water in water tanks, apparatus, pipes or fixed heating installations.

WHAT IS NOT COVERED

- Loss or damage caused when **your property** is **unoccupied** unless the water is turned off at the mains and the system drained. This exclusion will not apply if the central heating at **your property** is left permanently switched on to maintain **your property** to a minimum temperature of 15 degrees centigrade.

EVENT 6 STORM OR FLOOD

Storm or flood.

WHAT IS NOT COVERED

- Loss or damage caused by a weather event that does not meet the definition of **storm** as set out in 'what our words mean'.
- Loss or damage caused by frost.
- Loss or damage to fences, gates or hedges.
- Loss or damage to cellars and basements due to a rise in the **water table**.
- Anything which happens gradually.

EVENT 7 RIOT

Riot, civil commotion, strikes or labour disturbances.

EVENT 8 ESCAPING OF OIL

Oil escaping from oil tanks, apparatus, pipes or fixed heating installations at **your property**.

EVENT 9 COLLAPSING AERIALS & MASTS

Television, satellite and radio receiving aerials, aerial fittings and masts, solar panels, external lighting and security equipment breaking or collapsing.

EVENT 10 SUBSIDENCE

WHAT IS NOT COVERED

Subsidence or **heave** of the site on which the **buildings** stand, or **landslip**.

- The amount of the **excess** shown in **your** policy schedule.
- Damage caused to swimming pools, tennis hard courts, terraces, drives, footpaths, walls, gates or fences, unless the main building, its domestic outbuildings or garages of **your property** are damaged by the same cause at the same time.
- **Landslip** caused by the coast being worn away.
- Destruction or damage to or resulting from solid floor slabs moving, unless the foundations beneath the outside walls of the **building** are damaged by the same cause at the same time.
- Damage within 10 years of construction caused by structures bedding down or made-up ground settling.

ADDITIONAL COVER 1 UNDERGROUND SERVICES

WHAT IS NOT COVERED

We will pay costs for which **you** are responsible, to repair **accidental damage** to underground water, gas, sewer and drain pipes; underground electricity and telephone internet cables which reach from the **buildings** to the public supply; and septic tanks.

- Damage caused to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials.
- De-lamination (separation of layers) of pitch fibre pipes.

ADDITIONAL COVER 2 GLASS & SANITARY FITTINGS

WHAT IS NOT COVERED

Accidental breakage to fixed glass including double glazing and fixed sanitary fittings for which **you** are responsible.

- Damage when **your property** is **unoccupied**.
- Any amount that may be deducted from the **tenancy deposit** under the terms of the **tenancy agreement**.

ADDITIONAL COVER 3 TRACE & ACCESS

If the **buildings** are damaged by water escaping from water tanks, apparatus or pipes or fixed heating installations (covered under Buildings – Event 5 a) or oil escaping from oil tanks, apparatus, pipes or fixed heating installations at **your property** (covered under Buildings – Event 8), **we** will pay the necessary cost of finding the source of the leak including the making good of any damage caused during the search.

Limit of cover
£5,000.

Section 1 – Buildings

ADDITIONAL COVER 4 EMERGENCY PROPERTY ACCESS

We will pay the cost of making good any damage to **your buildings** caused by the emergency services while gaining access to **your buildings**.

ADDITIONAL COVER 5 ALTERNATIVE ACCOMMODATION OR LOSS OF RENT

If the **buildings** cannot be lived in due to loss or damage **we** have agreed to pay for under Section 1, Buildings **we** will pay **you**:

- a) any rent **you** pay, including up to two years ground rent; or
- b) if **your property** is let to a **tenant**:
 - i any **rent you** receive up to the monthly **rent** stated in the **tenancy agreement**; and
 - ii any expenses **you** incur with **our** consent in re-letting **your** property once the **buildings** are habitable; or
- c) if **your tenant** is not otherwise insured:
 - i the cost of similar alternative accommodation for **your tenant**;
 - ii the cost of temporary storage of furniture belonging to **your tenant** or for which your tenant is responsible; and
 - iii expenses **your tenant** has to pay for suitable accommodation for their domestic pets; or
- d) if **you** are living in **your property** at the time of the damage:
 - i expenses **you** have to pay for other similar accommodation;
 - ii the cost of temporarily storing **your contents**; and
 - iii expenses **you** have to pay for suitable accommodation for **your** domestic pets.

Limit of cover

25% of the **buildings** sum insured shown on **your** policy schedule.

WHAT IS NOT COVERED

- Any amount once **your property** is habitable.

ADDITIONAL COVER 6 SALE OF BUILDINGS

We will give a purchaser who has contracted to buy **your property** the benefit of the cover under Events 1 to 10 of Section 1, Buildings, from the time **you** exchange contracts (or in Scotland the offer to purchase) until completion of the sale (or expiry of **your policy** if earlier) as long as the purchaser has no other insurance in force.

ADDITIONAL COVER 7 PROPERTY OWNERS LIABILITY

We will pay all amounts **you** legally have to pay as:

- a) compensation and claimant's costs and expenses; and
- b) legal costs and expenses **you** pay with **our** written permission in connection with defending any claim arising from accidental:
 - i **injury** to any person, including the **tenant** who occupies **your property**
 - ii loss of or material damage to property, including property which belongs to **your tenant**.

If **you** die, **your** personal representatives will have the benefit of this section for any liability **you** have that is covered under this additional cover.

Limit of cover

£5,000,000 (including costs) for any one claim or series of claims arising from one event or one source or original cause.

WHAT IS NOT COVERED

- Liability **you** have under any agreement unless **you** would have the same liability if the agreement did not exist.
- Liability for loss of or damage to any property belonging to **you** or in **your** charge or control.
- Liability for injuring an employee arising as a result of **you** employing them under a contract of service or apprenticeship unless this is covered under Buildings, Additional Cover 9, Employers Liability.
- Liability for loss or damage caused by or arising out of:
 - a) any passenger lift which **you** are responsible for maintaining;
 - b) you owning any land or building other than **your property** that is insured under this policy.
- Liability which is insured by or would be insured by any other policy if cover under this policy did not exist.
- Liability arising directly or indirectly out of **your** job, business (other than as the owner of the property, insured under this policy), trade or profession.
- Liability if **you** are injured.
- Liability for fines, penalties or **liquidated damages** or **aggravated, punitive** or **exemplary damages** or any damages resulting from **multiplying compensatory damages**.
- Loss, damage, **injury** or liability shown in the General Exclusions for Section 1, Buildings and Section 2, Contents.

Section 1 – Buildings

ADDITIONAL COVER 8 DEFECTIVE PREMISES LIABILITY

We will pay any amounts for which **you** are liable for under Section 3 of the Defective Premises Act 1972; arising from accidental:

- i **injury** to any person, including the **tenant** who occupies **your property**
- ii loss of or damage to property happening during the period of insurance.

If the Buildings Section of this policy is cancelled or expires, this cover shall continue for a period of seven (7) years, in respect of the **buildings** insured before such cancellation or expiry.

Limit of cover

£5,000,000 (including costs) for any one claim or series of claims arising from one event or one source or original cause.

WHAT IS NOT COVERED

- Liability **you** have under any agreement unless **you** would have the same liability if the agreement did not exist.
- Liability for loss of or damage to any property belonging to **you** or in **your** charge or control.
- Liability for injuring an employee arising as a result of **you** employing them under a contract of service or apprenticeship unless this is covered under Buildings, Additional Cover 9, Employers Liability.
- Liability for loss or damage caused by or arising out of:
 - a) any passenger lift which **you** are responsible for maintaining;
 - b) **you** owning any land or building other than **your property** that is insured under this policy.
- Liability which is insured by or would be insured by any other policy if cover under this policy did not exist.
- Liability arising directly or indirectly out of **your** job, business (other than as the owner of the **property**, insured under this policy), trade or profession.
- Liability if **you** are injured.
- Liability for fines, penalties or **liquidated damages** or **aggravated, punitive** or **exemplary damages** or any damages resulting from **multiplying compensatory damages**.
- Loss, damage, **injury** or liability shown in the General Exclusions for Section 1, Buildings and Section 2, Contents.

ADDITIONAL COVER 9 EMPLOYERS LIABILITY

We will pay all amounts for which **you** are liable if any domestic employee is injured arising out of his or her employment under a contract of service or apprenticeship in connection with **your property**.

The cover provided by this section is in accordance with the provisions of any law related to compulsory insurance of liability to employees in Great Britain, the Isle of Man and the Channel Islands; but **you** shall repay to **us** all sums **we** have paid which **we** would not have been liable to pay but for the provisions of such law.

The General Exclusion, in respect of war that applies for Section 1, Buildings and Section 2, Contents does not apply for this additional cover.

Limit of cover

£10,000,000 (including costs) for any one claim or series of claims arising out of any one event or one source or original cause.

WHAT IS NOT COVERED

- Anything that is shown as excluded under Buildings – Additional Cover 7, Property Owners Liability and Buildings – Additional Cover 8, Defective Premises Liability.
- Liability for causing the death of or injuring any employee if they have driven or been a passenger in a motor vehicle for which **you** need insurance under the Road Traffic Act.

OPTIONAL EXTENSION 1 THEFT OR MALICIOUS DAMAGE BY TENANT

We will cover **you** for theft, malicious damage, or intentional damage to **your** property caused by **your tenant**.

WHAT IS NOT COVERED

- Any claim if there is not a written **tenancy agreement** in place.
- The cost of maintenance or routine redecoration to **your property**.
- Any amount that may be deducted from the **tenancy deposit** under the terms of the **tenancy agreement**.
- Damage caused by any domestic pets.
- Theft claims where the loss or damage is not reported to the police as soon as **you** or **your agent** first become aware of it.

Section 1 – Buildings

OPTIONAL EXTENSION 2 THEFT OR MALICIOUS DAMAGE BY TENANT & ACCIDENTAL DAMAGE INCLUDING ACCIDENTAL DAMAGE BY TENANT

We will cover **you** for:

- a) theft, malicious damage, or intentional damage to **your property** caused by **your tenant**; and
- b) **accidental damage** to **your property** including **accidental damage** caused by **your tenant**.

WHAT IS NOT COVERED

For theft, malicious damage or **accidental damage** caused by **your tenant**:

- Where there is not a written **tenancy agreement** in place.
- The cost of maintenance or routine decoration to **your property**.
- Any amount that may be deducted from the **tenancy deposit** under the terms of the **tenancy agreement**.
- Theft claims where the loss or damage is not reported to the police as soon as **you** or **your agent** first become aware of it.

For **accidental damage** caused by either **you** or **your tenant**:

- Anything that is excluded by Events 1 to 10 of the Buildings Section.
- Loss or damage caused by the action of made up ground settling or by structures bedding down within 10 years of construction.
- Damage caused by electronic, electrical or mechanical breakdown or failure.
- Damage caused by frost.
- Damage caused by domestic pets.

Section 1 – Buildings

how claims are paid

If **you** wish to make a claim under Section 1, Buildings please refer to 'How to Make a Claim' under Sections 1 and 2 on page 54.

LOSS OR DAMAGE COVERED BY EVENTS 1 TO 10 & ADDITIONAL COVERS 1 TO 6

Your claim for **buildings** will be settled on the basis set out below.

We will pay the cost of rebuilding, repairing, restoring or replacing the damaged parts of the **buildings** including the costs to demolish, remove debris, shore up or prop up parts of the **buildings**; architects', surveyors', legal and/or other fees for estimates, plans, specification, quantities, tenders and supervision; as well as any extra costs to keep to building or other regulations or within the by-laws of any local authority, but only for the damaged parts of the **buildings**.

If rebuilding, repairing, restoring or replacing the damaged parts of the **buildings** is not carried out, the amount **we** will pay will be the loss of value resulting from the loss or damage but not more than what it would have cost to rebuild, repair, restore or replace the damaged parts of the **buildings** if this had been carried out straight away.

We will not pay more than the fees authorised under the scales of the Royal Institute of British Architects, the schedule of professional charges of the Royal Institution of Chartered Surveyors and the Law Society.

We will not pay any costs **you** incur for preparing and submitting a claim.

If **your** sum insured will not cover the full rebuilding cost, the amount we will pay will be the cost of repairs or replacement less an amount for wear and tear.

We reserve the right to take ownership of an item or items once **we** have paid a claim following their loss or damage beyond repair, but no item or items may be abandoned to **us**.

We will at **your** request consider making claims payments to **your agent** or other third parties who will then account to **you** as necessary. However before doing so, **we** will ask **you** to provide us with full details of the third party together with the reason for **your** request.

Any permanent repairs made by **our** approved suppliers are guaranteed by them.

Matching sets and suites

We will treat an individual item of a matching set of articles or a suite of sanitary fittings or other bathroom fittings as a single item.

We will pay **you** for the damaged items but not for the other pieces of the set or suite which are not damaged.

For example, if one kitchen cupboard is damaged **we** will replace or repair the damaged cupboard only, not the whole kitchen.

Section 1 – Buildings

how claims are paid

THEFT OR MALICIOUS DAMAGE BY TENANT & ACCIDENTAL DAMAGE INCLUDING ACCIDENTAL DAMAGE BY TENANT COVERED BY OPTIONAL EXTENSIONS 1 OR 2

The amount **we** will pay will be calculated by deducting the **excess**, and for theft, malicious damage or **accidental damage** by **tenant** claims any **tenancy deposit** money remaining after allowing for cleaning, repairs required and any other expenses **you** may deduct under the terms of the **tenancy agreement** from the **tenancy deposit**.

Matching sets and suites

We will treat an individual item of a matching set of articles or a suite of sanitary fittings or other bathroom fittings as a single item.

We will pay **you** for the damaged items but not for the other pieces of the set or suite which are not damaged.

For example, if one kitchen cupboard is damaged **we** will replace or repair the damaged cupboard only, not the whole kitchen.

Section 2 – Contents

THE COVER

Cover for **contents** applies only if shown as included in **your** policy schedule.

Section 2, Contents sets out the cover **we** give for **contents**, (including the optional cover extensions, if selected), what is not covered, and how **we** pay claims.

There are also General Exclusions and General Conditions that apply and these can be found on pages 45 to 53.

It is very important to fully understand **your** obligations under the General Condition 'Your duty of care' which includes a requirement to ensure **your property** is inspected at least once every fourteen (14) days if it will not be lived in, for example, before the start of the first tenancy or between lets.

Details of how to make a claim under Section 2, Contents of the policy can be found on page 54.

WHAT IS COVERED

Your policy covers loss of or damage to **your contents** caused by the following events, as well as the additional covers listed and any optional cover extensions **you** have selected, unless any exclusion applies.

Limit of cover

Unless otherwise stated cover is limited to the sum insured shown on **your** policy schedule for **contents**.

WHAT IS NOT COVERED

We will not pay for:

- The amount of any **excess** shown in **your** policy schedule.
- Any General Exclusions for Section 1, Buildings and Section 2, Contents. The General Exclusions can be found on pages 45 to 46.

EVENT 1 FIRE

- a) Fire, lightning, explosion, earthquake;
- and
- b) smoke.

WHAT IS NOT COVERED

- For b) anything which happens gradually.

Section 2 – Contents

EVENT 2 IMPACT

The **contents** being hit by:

- a) aircraft and other flying objects or anything falling from them;
- b) vehicles;
- c) animals; or
- d) falling trees or branches, lamp posts or telegraph poles.

WHAT IS NOT COVERED

- For c) any loss or damage caused by domestic animals.
- For d) loss or damage caused by felling or lopping trees.

EVENT 3 THEFT

Theft or attempted theft.

WHAT IS NOT COVERED

- Any amount over 15% of the **contents** sum insured stated on **your** policy schedule or £5,000 whichever is the greater for loss or damage from outbuildings (other than garages) forming part of **your property**.
- Any theft or attempted theft by **your tenant** unless **your** policy schedule shows that either Contents Optional Extension – 1, Theft or Malicious Damage by Tenant or Contents Optional Extension – 2, Theft or Malicious Damage by Tenant & Accidental Damage including Accidental Damage by Tenant are included for **your** cover.
- Any theft or attempted theft which does not involve force and violence to get into or out of **your property**.
- Loss or damage caused when **your property** is **unoccupied**.

EVENT 4 MALICIOUS DAMAGE

Malicious damage.

WHAT IS NOT COVERED

- Loss or damage caused by **you**.
- Loss or damage caused by **your tenant** unless **your** policy schedule shows that either Buildings Optional Extension – 1, Theft or Malicious Damage by Tenant or Buildings Optional Extension – 2, Theft or Malicious Damage by Tenant & Accidental Damage including Accidental Damage by Tenant are included for **your** cover.
- Loss or damage caused when **your property** is **unoccupied**.

EVENT 5
ESCAPING OF WATER

Water escaping from water tanks, apparatus or pipes or fixed heating installations.

WHAT IS NOT
COVERED

- Loss or damage caused when **your property** is **unoccupied** unless the water is turned off at the mains and the system drained. This exclusion will not apply if the central heating at **your property** will be left permanently switched on to maintain **your property** to a minimum temperature of 15 degrees centigrade.
- Loss of metered water.

EVENT 6
STORM OR FLOOD

Storm or flood.

WHAT IS NOT
COVERED

- Loss or damage caused by a weather event that does not meet the definition of **storm** as set out in 'what our words mean'.
- Loss or damage caused by frost.
- Loss or damage in cellars and basements due to a rise in the **water table**.
- Anything which happens gradually.

EVENT 7
RIOT

Riot, civil commotion, strikes or labour disturbances.

EVENT 8
ESCAPING OF OIL

Oil escaping from tanks, apparatus or pipes or fixed heating installations at **your property**.

WHAT IS
NOT COVERED

- Loss of oil.

EVENT 9
COLLAPSING AERIALS
& MASTS

Television, satellite and radio receiving aerials, aerial fittings and masts, solar panels, external lighting and security equipment breaking or collapsing.

WHAT IS
NOT COVERED

- Damage caused to the aerials, fittings, solar panels, equipment or masts themselves.

Section 2 – Contents

EVENT 10 SUBSIDENCE

Subsidence or **heave** of the site on which **your property** stands, or **landslip**.

WHAT IS NOT COVERED

- **Landslip** caused by the coast being worn away.
- Destruction or damage to or resulting from solid floor slabs moving unless the foundations beneath the outside walls of the **building** are damaged by the same cause at the same time.
- Damage within 10 years of construction caused by structures bedding down or made-up ground settling.

ADDITIONAL COVER 1 CONTENTS TEMPORARILY REMOVED

We will cover **contents** temporarily moved from your property for loss or damage resulting from Contents Events 1 to 3 and 5 to 9.

Contents will also be covered against Event 4 – Theft, if the theft is from:

- any bank or safe deposit box;
- a private home in which somebody is living;
- any building where **you** are employed or carrying on a business; or
- any other building if force or violence is used to get into or out of the building.

Limit of cover

25% of the **contents** sum insured.

WHAT IS NOT COVERED

- **Contents** that are otherwise insured.
- **Contents** in transit from **your property** to another address.
- Loss or damage to any **contents** contained in or on any motor vehicle.
- Loss or damage to **contents** that are removed from **your property** for more than 45 consecutive days at a time.
- Damage to **contents** caused by storm or flood for **contents** outside.

ADDITIONAL COVER 2 CONTENTS IN THE OPEN

We will pay for loss or damage to **contents** caused by Contents Events 1 to 10 if **you** leave them in the open within the grounds of **your property**.

Limit of cover
£750.

WHAT IS NOT COVERED

- Loss or damage caused when **your property** is **unoccupied**.
- Loss or damage to **contents** contained in or on any motor vehicle.

ADDITIONAL COVER 3 MIRRORS & GLASS

We will pay for accidental breakage of mirrors, fixed glass in furniture and ceramic hobs while in **your property**.

Limit of cover
£750.

WHAT IS NOT COVERED

- Loss or damage when **your property** is **unoccupied**.

ADDITIONAL COVER 4 LOCKS & KEYS

We will pay the cost of replacing locks and keys to external doors and windows and to domestic safes and alarm systems within **your property** if the keys are lost or stolen.

WHAT IS NOT COVERED

- Loss by theft of keys that **your tenant** does not return to **you** at the end of the **tenancy agreement**.

ADDITIONAL COVER 5 OIL & METERED WATER

We will pay for loss of oil or metered water caused by **your** domestic water or fixed heating installations being damaged.

Limit of cover
£1,000.

ADDITIONAL COVER 6 DEEDS & DOCUMENTS

We will pay for the costs involved in replacing title deeds or legal documents for **your property** for loss or damage caused to them by Events 1 to 10 of Section 2, Contents while they are in a safe deposit, bank or solicitors strong room.

Limit of cover
£500.

Section 2 – Contents

ADDITIONAL COVER 7 ALTERNATIVE ACCOMMODATION OR LOSS OF RENT

If the **buildings** of **your property** cannot be lived in due to loss or damage to **contents** we have agreed to pay for under Section 2, Contents, **we** will pay **you**:

- a) if **your property** is occupied by a **tenant**;
 - i loss of **rent**; and
 - ii expenses **you** incur with **our** consent in re-letting **your property** once the **buildings** are habitable;or
- b) if **your tenant** is not otherwise insured;
 - i the cost of similar alternative accommodation for **your tenant**;
 - ii the cost of temporary storage of furniture belonging to **your tenant** or for which **your tenant** is responsible; and
 - iii expenses **your tenant** has to pay for suitable accommodation for their domestic pets;or
- c) if **you** are living in the **property**;
 - i expenses **you** have to pay for other similar accommodation;
 - ii the cost of temporarily storing **contents**; and
 - iii expenses **you** have to pay for suitable accommodation for **your** domestic pets.

Limit of cover

25% of the **contents** sum insured shown on **your** policy schedule or £5,000 whichever is the greater.

WHAT IS NOT COVERED

We will not pay any amount under Section 2, Contents

- once **your property** is habitable; or
- when **we** have agreed to pay for **your** alternative accommodation or loss of **rent** following an insured event that is also covered under Section 1, Buildings.

ADDITIONAL COVER 8 PROPERTY OWNERS LIABILITY

We will pay all amounts **you** legally have to pay in respect of:

- a) compensation and claimants' costs and expenses; and
- b) **legal costs and expenses you** pay with **our** written permission in connection with defending any claim arising from accidental:
 - i **injury** to any person, including the **tenant** occupying **your property**
 - ii loss of or material damage to property, including property which belongs to **your tenant**.

If **you** die, **your** personal representatives will have the benefit of the cover provided under this additional cover.

Limit of cover

£5,000,000 (including costs) for any one claim or series of claims arising from one event or one source or original cause.

WHAT IS NOT COVERED

- 1 Liability **you** have under any agreement unless **you** would have the same liability if the agreement did not exist.
- 2 Liability which is insured by or would be insured by any other policy if this cover did not exist.
- 3 Liability arising directly or indirectly out of **your** job, business, trade or profession other than as owner of **your property** insured under this policy.
- 4 Liability if **you** are injured.
- 5 Liability for fines, penalties or **liquidated damages** or **aggravated, punitive or exemplary damages** or any damages resulting from **multiplying compensatory damages**.
- 6 Liability for loss of or damage to any property belonging to **you** or in **your** charge or control.
- 7 Liability for injuring an employee arising as a result of **you** employing them under a contract of service or apprenticeship unless this is covered under Additional Cover 9, Employers Liability.
- 8 Liability for loss, damage or **injury** caused by or arising out of the following:-
 - a) **you** owning, possessing, or using (other than as a passenger) any mechanically or wind propelled or assisted vehicle (other than a pedestrian-controlled or ride-on garden tool which is not licensed for road use and for which **you** do not need a certificate of insurance). This also applies for a trailer attached to the vehicle;
 - b) **you** owning, possessing, or using a **dangerous animal**;
 - c) any passenger lift which **you** are responsible for maintaining;
 - d) **contents** which **you** own that are contained in or on any land or in any building, other than the **buildings** of **your property** that are insured under this policy.

Section 2 – Contents

ADDITIONAL COVER 9 EMPLOYERS LIABILITY

We will pay all amounts **you** are liable for if any domestic employee is injured arising out of his or her employment under a contract of service or apprenticeship in connection with **your property**.

The cover provided is in accordance with the provisions of any law related to compulsory insurance of liability to employees in Great Britain, the Isle of Man and the Channel Islands; but **you** shall repay to us all sums **we** have paid which **we** would not have been liable to pay but for the provisions of such law.

The General Exclusion in respect of war, that applies for Section 1, Buildings and Section 2, Contents of this policy does not apply for this additional cover.

Limit of cover

£10,000,000 (including costs) for any one claim or series of claims arising from any one event or one source or original cause.

WHAT IS NOT COVERED

- The exclusions shown under Contents, Additional Cover 8, Property owners liability except exclusions 1 to 3.
- Liability for causing the death of or injuring any employee if they have driven or been a passenger in a motor vehicle for which **you** need insurance under the Road Traffic Act.

OPTIONAL EXTENSION 1 THEFT OR MALICIOUS DAMAGE BY TENANT

We will cover you for theft, malicious damage, or intentional damage to **contents** caused by **your tenant**.

WHAT IS NOT COVERED

- Any claim if there is not a written **tenancy agreement** in place.
- The cost of maintenance or routine redecoration to **your property**.
- Any amount that may be deducted from the **tenancy deposit** under the terms of the **tenancy agreement**.
- Damage caused by any domestic animals.
- Theft claims where the loss or damage is not reported to the police as soon as **you** or **your agent** first becomes aware of it.

OPTIONAL
EXTENSION 2
THEFT OR MALICIOUS
DAMAGE BY TENANT
& ACCIDENTAL
DAMAGE INCLUDING
ACCIDENTAL DAMAGE
BY TENANT

WHAT IS NOT
COVERED

We will cover **you** for:

- a) theft, malicious damage, or intentional damage to **your contents** caused by **your tenant**.
- b) **accidental damage** to **your contents** including **accidental damage** caused by **your tenant**.

For theft, malicious damage, intentional damage or **accidental damage** caused by **your tenant**:

- Any claim if there is not a written **tenancy agreement** in place.
- The cost of maintenance or routine decoration to **your property**.
- Any amount that may be deducted from the **tenancy deposit** under the terms of the **tenancy agreement**.
- Theft claims where the loss or damage is not reported to the police as soon as **you** or **your agent** first become aware of it.

For **accidental damage** caused by either **you** or **your tenant**:

- Anything that is excluded by Events 1 to 10 of the Contents Section.
- Loss or damage to **contents** not within **your property**.
- Loss or damage caused by electronic, electrical or mechanical breakdown or failure.
- Loss or damage caused by the action of made up ground settling or by structures bedding down within 10 years of construction.
- Loss or damage caused by frost.
- Loss or damage caused by overwinding and damage to the inside of clocks.
- Loss or damage caused by any domestic pets.

Section 2 – Contents

how claims are paid

If **you** wish to make a claim under Section 2, Contents please refer to 'How to Make a Claim' under Sections 1 and 2 on page 54.

LOSS OR DAMAGE TO CONTENTS

Your claim for **contents** will be settled on the basis set out below.

1 Items other than household linen and carpets

We will pay the cost to repair or replace the damaged item(s). If **you** do not replace the **contents** which cannot be repaired, or if the sum insured is not enough to pay for the replacement of **contents** the amount **we** will pay will be the market value of these items.

2 Household linen

We will pay the cost of repair or replacement items. Where an item is replaced an amount will be deducted for wear & tear.

3 Carpets

We will pay the cost to repair or replace damaged carpets. Where a carpet is over 12 months old and cannot be repaired **we** will pay the cost of replacement less an amount which will be deducted for wear and tear.

Following payment of a claim **we** become entitled to take over ownership of and to take possession of any damaged **contents**; but no item or items may be abandoned to **us**.

We will at **your** request consider making claims payments to **your agent** or other third parties who will then account to you as necessary. However before doing so, **we** will ask you to provide **us** with full details of the third party together with the reason for **your** request.

We will not pay any costs **you** incur for preparing and submitting a claim.

ACCIDENTAL DAMAGE COVERED BY CONTENTS – OPTIONAL EXTENSION 2

The amount **we** will pay will be calculated by deducting the **excess** and for **accidental damage** by **tenant** claims any **tenancy deposit** remaining after allowing for any amount **you** are entitled to deduct under the terms of the **tenancy agreement**.

We will not pay any costs **you** incur for preparing and submitting a claim.

MATCHING SETS AND SUITES

We will treat an individual item of a matching set of articles or a suite as a single item.

We will pay **you** for the damaged items but not for the other pieces of the set or suite which are not damaged.

For example, if you damage one chair from a set the damaged chair will be repaired or replaced but not the whole set.

The maximum amount **we** will pay under Section 2, Contents (including any costs to remove debris) will be the **contents** sum insured shown on **your** policy schedule which was valid at the time the insured event occurred.

Section 1 – Buildings & Section 2 – Contents

GENERAL EXCLUSIONS THAT APPLY TO SECTION 1 – BUILDINGS & SECTION 2 – CONTENTS

The following General Exclusions apply to Section 1, Buildings and Section 2, Contents. These Exclusions apply in addition to anything more specifically excluded elsewhere under Section 1, Buildings or Section 2, Contents.

We do not cover:

- **Confiscation**

Loss or damage caused by officials or authorities confiscating or holding **your** property.

- **Date change & computer viruses**

Loss, damage, liability, cost or expense of any kind directly or indirectly caused to property or equipment or any part of it (whether belonging to **you** or not) failing to correctly recognise or respond to any date in such a way that it does not work properly or at all.

Loss, damage, liability, cost or expense of any kind directly or indirectly caused by computer viruses.

- **Deception**

Loss or damage that **you** suffered as a result of being deceived into knowingly parting with **your** property.

- **Deliberate or criminal acts**

Loss, damage, liability, cost or expense of any kind directly caused by deliberate or criminal acts of **you**.

- **Loss of value**

Loss of market value after an item is repaired or replaced (market value is the cost of replacing the item at the time loss or damage taking into account its age and condition).

- **Pollution or contamination**

Loss, damage, liability, cost or expense of any kind directly or indirectly caused by pollution or contamination unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the period of insurance.

- **Pressure waves**

Loss, damage, liability, cost or expense of any kind caused directly or indirectly by pressure waves caused by aircraft and other aerial devices (sometimes known as sonic bangs).

- **Radioactivity**

Loss, damage, liability, cost or expense of any kind caused directly or indirectly by ionising radiation or contamination by radioactive material from any nuclear fuel or from any nuclear waste from the use of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component.

- **Territorial limits**

Damage, injury or liability arising out of any event outside the **territorial limits**.

- **Terrorism**

Loss, damage, liability, cost or expenses of any kind directly or indirectly caused by or resulting from or in connection with any act of terrorism.

For the purpose of this exclusion “terrorism” means the use of biological, chemical and/or nuclear chemical force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

- **Uninsurable risks**

a) Loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from:

- wear and tear, corrosion; fungus; moth or **vermin**; **mould**; wet or dry rot or anything which happens gradually;
- alteration; cleaning, misuse; renovation; repair or restoration;
- poor or faulty specification or design, workmanship or materials;

b) Loss, damage or liability that is insured under any other more specific policy;

c) Any loss, damage or liability that happened before cover under this policy started.

- **War**

Loss, damage, liability, cost or expense of any kind caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, or military or usurped power.

Section 1 – Buildings & Section 2 – Contents

GENERAL CONDITIONS

The following General Conditions apply to Section 1, Buildings and Section 2, Contents.

You must comply with the General Conditions to have the full protection of **your** policy. If **you** do not comply with them a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

- **Assignment**

You cannot transfer **your** interest in this policy to anyone else without **our** written consent.

- **Automatic renewal**

If **you** pay **your** premium by instalments utilising premium finance facilities offered by **Home & Legacy** **we** will contact **you** or **your** insurance intermediary before your policy expires with full details of the premium and terms.

If **you** do not want to renew **your** policy, or do not want to continue to pay **your** premium by instalments **you** will be asked to contact **us** or **your** insurance intermediary before **your** renewal date with clear instructions.

If **you** do not respond to **our** request on or before **your** renewal date **we** will automatically renew **your** policy.

If **we** decide not to renew **your** policy **we** will notify **you** of this in writing before the renewal date.

- **Change of circumstances or information**

If **you** know about any changes that may affect the insurance cover **we** provide under this policy **you** must tell **us** as soon as possible without delay to allow **us** to reassess the likelihood of anything that might be covered under the policy and the terms and conditions of **your** policy.

If **we** are not advised of changes in circumstances, this may affect **your** ability to claim under this policy.

If **you** are unsure whether a change in circumstances or changes to any information **you** have previously given **us** may affect **your** insurance cover **you** should contact **your** insurance intermediary, or if **you** do not have an insurance intermediary, **Home & Legacy**.

GENERAL CONDITIONS (CONT)

The changes **you** must tell **us** about include, but are not limited to:

- **you** changing **your** name;
- **you** changing **your** correspondence address;
- if **you** are convicted of any criminal offences (other than motoring offences) or have any prosecutions pending for any non-motoring criminal offences;
- If **you** have been declared bankrupt or received any court judgments in a personal or a business capacity;
- If **your property** is not in a good condition or state of repair;
- if **you** intend to let **your property** for any reason other than for private residential purposes; or if **your property** will be used by **your tenant** for any professional purposes other than clerical work;
- if the **buildings** are no longer self-contained or do not have their own lockable entrance;
- if **you** let or intend to let **your property** as bedsits; directly to a Housing Association or Local authority, or to asylum seekers or refugees who are unemployed;
- if **your property** is not lived in and **you** do not intend to re-let;
- if **your property** will not be lived in because **you** plan to carry out building work;
- where **you** have covered **buildings** under Section 1; if the full rebuilding cost of **your buildings** changes as a result of additions, alterations or improvements;
- where **you** have **contents** insurance under Section 2; if the values to be insured change as a result of additions, alterations, improvements, and new acquisitions.

We may reassess the extent of **your** cover, revise the premium and/or change any excess when **we** are told about changes in **your** circumstances or information.

We will not refund or charge amounts less than £15 plus Insurance Premium Tax. In some circumstances **we** may not be able to continue **your** policy following the changes.

Where this happens **you** will be told and **your** policy will be cancelled.

Section 1 – Buildings & Section 2 – Contents

GENERAL CONDITIONS (CONT)

If **we** decide to cancel **your** policy **you** will be entitled to a refund of the premium paid, subject to a deduction for the time **you** have been covered unless **you** have made a claim, in which case **we** will be entitled to retain the premium due for the period of insurance.

If **we** decide to cancel **your** policy, this will not prejudice **your** rights in respect of an insured incident which happened before the date of cancellation.

If **you** do not tell **us** about changes, or give **us** incorrect or incomplete information, the wrong terms may be quoted, and **we** may be entitled to reject payment of a claim or a payment could be reduced. In certain circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

• Financial Sanctions

We will not provide any cover or be liable to make any payment or other benefit under **your** policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the period of insurance **we** may cancel **your** policy immediately by giving **you** written notice at **your** last known address. If **we** cancel **your** policy **we** will refund premiums already paid for the remainder of the current period of insurance, provided no claims have been paid or are outstanding.

We will not refund a premium amount of less than £15 plus Insurance Premium Tax.

• Fraud

If **you** or anyone acting for **you**:

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

Then, **we** may:

- refuse to pay **your** fraudulent claim.
- automatically cancel **your** policy from the date of fraudulent act.
- not allow a return of any premium paid.
- inform the police of the circumstances.

• Joint and additional insured

If there are two or more persons named on the policy as insured, either may amend the policy, make a claim, remove an insured or cancel the policy.

GENERAL CONDITIONS (CONT)

- **Other insurances**

If at the time of any loss, damage, or liability covered by **your** policy **you** have any other insurance covering the same loss, damage or liability **we** will only pay our share of the claim.

- **Our cancellation rights**

We may cancel **your** policy if **we** have valid reason to do so. Our valid reasons to cancel **your** policy include but are not limited to the following:

- a if **we** become aware of changes in **your** circumstances which mean that it is not possible for **us** to continue to provide cover under this policy;
- b if **you** fail to meet one or more of the terms and conditions of **your** policy, and if **we** agree with **you** that it is possible for **you** to rectify such breach(es), where **you** then do not fully rectify the breach(es) within the time period **we** specified to **you** in writing;
- c if any additional terms and conditions which **we** set out as a requirement for providing **your** insurance cover by including an endorsement (written alterations of the terms) to **your** policy have not been complied with; or where **we** have given **you** time to comply with the terms and conditions, if they have not been complied with within the time period **we** specified;
- d if premium due is not paid by the date that **we** or **your** insurance intermediary specify to **you** in writing. This includes a default of an instalment payment under any linked loan agreement;
- e if **we** reasonably suspect fraud;
- f if **we** discover that **you** misrepresented information or facts **you** gave **us** for the purpose of providing the insurance cover under this policy, for example, if **you** gave **us** information that **you** knew to be untrue or incomplete and if **we** had been made aware of such information **we** would not have entered into the insurance contract with **you**.

If **we** decide to cancel **your** policy **we** will send at least 14 days' written notice to **your** last known postal and/or e-mail address. All cover will cease from the time and date that **we** specify in that written notice.

If **we** cancel **your** policy **you** will be entitled to a refund of the premium paid, subject to a deduction for the time **you** have been covered, unless **you** have made a claim or circumstances have occurred which could result in a claim; or the reason for cancellation is fraud; and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012. (This Act sets out the circumstances where failure by a policyholder to provide the insurer with complete and accurate information permits the insurer to cancel a policy, sometimes back to its start date and to keep any premiums paid.) **We** will not refund amounts less than £15 plus Insurance Premium Tax.

Section 1 – Buildings & Section 2 – Contents

GENERAL CONDITIONS (CONT)

Where **our** investigations provide evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **your** cover originally started.

If **we** exercise the right to cancel **your** policy, this will not prejudice **your** rights in respect of an insured incident which happened before the date of cancellation.

If **we** cancel **your** policy all Sections and any optional additional Sections you have selected (Landlord Rent Protection, Landlord Emergency Property Assistance) will be cancelled at the same time.

- **Our rights following a claim**

If **you** have the right to recover all or part of any payment **we** have made under any Section of this policy **we** may take over proceedings in **your** name, at **our** expense, to recover for our benefit the amount of any payment **we** have made. **You** must give **us** all the assistance reasonably required to do this.

We may also take over and deal with in **your** name the defence or settlement of any claim.

- **Premium payment**

We will not make any payment under this policy unless **you** have paid the premium.

- **Third party rights**

A person who is not a party to the insurance provided under this policy has no right under the Contract (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this policy but this does not affect any right or remedy of any third party which exists or which is available apart from the Act.

- **Underinsurance and inflation protection** (applies for Section 1, Buildings and Section 2, Contents)

The premium **you** pay is based on **your** sums insured. It is therefore important that at all times **you** keep **your** sums insured up to date. **Your** sums insured should be reviewed regularly to take into account any changes in circumstances or value of **your** property insured. (E.g. new purchases, improvements and changes in market values)

GENERAL CONDITIONS (CONT)

Buildings

The amount **you** insure the buildings for under Section 1 of this policy must be sufficient to pay for the full cost of rebuilding and take account of the expenses for:

- demolishing, removing debris, shoring up or propping up parts of the **buildings**;
- architects', surveyors', legal and other fees for estimates, plans, specifications, quantities, tenders and supervision; and
- any extra costs to comply with building or other regulations or the by-laws of any local authority but only in respect of the damaged parts of the **buildings**.

Contents

The amount **you** insure **contents** for under Section 2 must be sufficient to pay for the cost of replacing them as new.

To protect **you** against the additional costs of inflation which may make **your** sums insured inadequate, where **you** have chosen cover under Section 1, Buildings and/or Section 2, Contents **we** will adjust the sum insured for **buildings** and the sum insured for **contents** each month in accordance with the movements in the following indices (or some other suitable index **we** may decide upon). No increase or decrease in premium will be due for each monthly sum insured change but at each renewal the sum insured will be adjusted and the renewal premium calculated on the revised figures which will be shown on **your** policy schedule.

- Section 1, Buildings
The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.
- Section 2, Contents
General Index of Retail Prices (all items).

Section 1 – Buildings & Section 2 – Contents

GENERAL CONDITIONS (CONT)

• Your duty of care

You must:

- maintain the **buildings** to keep them in a good condition and repair;
- take all reasonable steps to minimise the risk of accident, **injury**, loss or damage;
- look after **your** property ensuring that all items are afforded a level of care and protection commensurate with their value;
- when **your property** is not lived in or does not have enough furniture to live in permanently, make arrangements for the **buildings** to be inspected internally and externally at least once in every fourteen (14) day period either by **you**, **your agent** or other responsible representative who is appointed on **your** behalf.

• Your duty when you have a claim

If **you** need to make a claim, under Section 1, Buildings, Section 2, Contents **you** must do the following:

- tell **us** as soon as possible and give **us** any information **we** may need;
- tell the police about any damage caused by theft or attempted theft, malicious persons, or vandals;
- make any temporary repairs as soon as possible but keep the bills as these may form part of **your** claim. If possible, take photos of the damage;
- allow **us** to inspect any damage before **you** carry out permanent repairs. Any estimates that **you** obtain for permanent repairs or other work must be approved by **us** before work begins;
- carry out and allow **us** to take any action **we** need to prevent more damage;
- provide all necessary information and assistance that **we** may reasonably require;
- tell **us**, in writing, at **your** first opportunity if someone is holding **you** responsible for damage to their property or injury to them. **You** must send **us** any correspondence, legal documents or any other documents immediately and unanswered;
- not admit liability or responsibility or offer or agree to pay any money without **our** permission;
- allow **us** to defend any proceedings on **your** behalf;
- not abandon any property and leave it to **us**.

HOW TO MAKE A CLAIM

Check **your** policy schedule and this policy document which give details of 'What is covered' and 'What is not covered'. If **you** have any questions, please contact **your** insurance intermediary or if **you** did not arrange **your** policy through an insurance intermediary, please contact **Home & Legacy**.

- Upon the discovery of an event which may give rise to a claim please telephone **your** insurance intermediary or **Home & Legacy**. **You** can notify **Home & Legacy** by telephoning 0344 893 8360 or if **you** are calling from overseas +44 (0) 20 3118 7777. Lines are open Monday to Friday 9am to 5pm.
- For loss or damage discovered outside normal business hours that is an emergency, please contact the Ultra Landlord Emergency Property Assistance helpline operated by Allianz Global Assistance on +44 (0) 208 603 9849 quoting **your** policy number and postcode. They may be able to provide assistance. **Your** policy number can be found on **your** policy schedule.
- Make any temporary repairs as soon as possible but keep the bills as these may form part of **your** claim. If possible, it would be helpful to take photos of the damage.
- **We** must have the chance to inspect any damage before **you** carry out permanent repairs. Any estimates that **you** obtain for permanent repairs or other work must be approved by **us** before work begins.
- **We** may arrange for a claims inspector or a loss adjuster to discuss **your** claim with **your** insurance intermediary or **you**.
- **You** may be asked to complete a claim form. A claim form can be obtained by contacting **Home & Legacy** or **your** insurance intermediary. Claim forms are also available from **Home & Legacy's** website: www.homeandlegacy.co.uk
- If someone is holding **you** responsible for damage to their property or for **injury** to them, please tell **us** at your first opportunity and give **us** full written details. **You** must send **us** any correspondence, legal documents or any other documents immediately and unanswered. Do not admit liability. **You** should also refer to the General Condition headed, '**your duty when you have a claim**' on page 53.
- If **your** loss is likely to be also covered in whole or in part by another policy or policies of insurance **you** are entitled to claim under this policy. However, **you** must tell **us** about any other insurance in force and assist **us** to claim back a contribution towards the loss from the other insurer(s) concerned.

Section 3 – Landlord legal expenses

WHAT OUR WORDS MEAN

In Section 3 of this policy we have used some words and phrases that have a particular meaning. You will find these words along with their particular meaning below. Wherever these words and phrases are used throughout Section 3 they will be highlighted in **bold** print.

Any one claim

All **claims** connected by the same:

- Original cause, event, circumstance or related in time or;
- Legal proceedings, tax enquiry or parties in dispute, even if **you** are also claiming under Section 4 – Landlord Rent Protection (optional cover).

Claim

An insurance claim under this **policy**.

Costs:

Own costs

- The legal or professional costs (including any disbursements such as Counsel's or expert's fees) reasonably charged to **you** by **your representative**.

Other party costs

- In civil proceedings, the legal costs incurred by the party **you** are in dispute with that a Court or Tribunal orders **you** to pay or that **you**, with **our** prior written agreement, agree to pay under the terms of a settlement. This does not include any costs **you** are responsible for paying under the terms of a contract.

Deposit

The sum of money, (which must be equal to at least one months' **rent**), collected from the **tenant** and held by **you** or **your** agent in accordance with section 213 of the Housing Act 2004 (and any amending legislation) in respect of a **tenancy agreement** to which it applies as an indemnity for losses incurred by **you** arising from the **tenant** failing to perform their obligations as set out in the **tenancy agreement**,

or

A valid alternative deposit guarantee policy purchased by the **tenant** as an alternative to a security deposit for **rent** and any other liability of the **tenant** under the **tenancy agreement** and which provides cover for an amount equivalent to five weeks **rent** and has been approved of by **us**.

WHAT OUR WORDS MEAN (CONT.)

Employee

Any person under a contract of service with **you**.

Excess

The initial amount of **costs** as shown in the **policy** schedule that **you** must pay in a **claim** before **we** will make any payment under this **policy** if **you**:

- Use **our** choice of **representative**
- Exercise **your** freedom to choose **your representative** as described under **Claims condition: Instruction and choice of your representative, Counsel and experts**.

Guarantor

The individual or organisation shown in the **tenancy agreement** that has

- entered into a legally binding written guarantee covenant in respect of the **tenancy agreement**
- passed a **tenant reference**
- provided a financial guarantee of the **tenant's** performance under the **tenancy agreement**.

Home & Legacy

This policy cover has been arranged and is administered by Home and Legacy Insurance Services Limited (Home & Legacy). Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc. and is registered in England Number 3007252. Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number 307523.

Home and Legacy Insurance Services Limited
500 Avebury Boulevard
Milton Keynes
Buckinghamshire MK9 2LA

Telephone: 0344 893 8360 or if you are calling from overseas
+44 (0) 20 3118 7777
Email: info@homeandlegacy.co.uk

Period of insurance

The period of time during which insurance is provided by this **policy** as shown in the **policy** schedule.

Policy

This insurance **policy** including the schedule and any endorsements that apply.

Property

The residential property shown in the **tenancy agreement**.

Section 3 – Landlord legal expenses

WHAT OUR WORDS MEAN (CONT.)

Reasonable prospects of success

Home & Legacy will make a decision on whether to cover **your claim** based on a legal opinion from **your representative** (and any professional advice they regard necessary) on whether **your claim** has at least a 51% chance of:

- Successfully pursuing **your** case and securing a legal and/or financial remedy
- Not being found liable in a civil case (i.e. not an enquiry, investigation or a criminal case) against **you**
- Being found guilty in the defence of a criminal prosecution
- Securing a significant reduction of **your** punishment or fine in a criminal prosecution.
- Successfully appealing the decision of the relevant authority
- **You** not being suspended and of **you** retaining **your** registration or accreditation.

If there is 50% or less chance of the above **we** will not provide cover.

Rent

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

Representative

A solicitor, barrister, accountant or other appropriately qualified person appointed to act for **you** and who agrees to comply with the terms of this **policy**. The chosen representative may not be a person employed by **you**.

Tenancy agreement

An agreement between **you** and the **tenant** in relation to the **property** which is an Assured Shorthold tenancy agreement as defined within the Housing Act 1988 (as amended) and:

- 1 Where the initial agreement must be for a fixed term of no more than 12 months
- 2 Where the first month's **rent** and the **deposit** have been received in cash or cleared funds
- 3 If there are several tenants in the **property** all tenants must be held jointly and severally liable under the **tenancy agreement**
- 4 During the **tenancy agreement** **you** or **your** agent must:
 - a) keep full and up to date rental records
 - b) not allow the **tenancy agreement** to be transferred to any other individual or organisation.

WHAT OUR WORDS MEAN (CONT.)

Tenant

The occupier of the **property** who is aged 18 years or older, named in the **tenancy agreement** as the **tenant** who has passed a **tenant reference**.

Tenant reference

Checks carried out up to 60 days before the commencement of the **tenancy agreement**, which must include:

• **Tenants**

Employed tenants - A written employer's reference confirming the **tenant's** current and permanent employment and that their monthly gross salary is at least two and half (2.5) times the **rent**. If this minimum income requirement is not met then a **guarantor** is required. A check that the prospective **tenant** is not in receipt of Housing Benefit or Universal Credit at the start of this **policy** in order to pay the **rent**.

Self-employed tenants - Annual accounts for the last twelve (12) months must be obtained which show average monthly net profit in excess of two and a half (2.5) times the **rent**. If this minimum income requirement is not met then a **guarantor** is required. A check that the prospective **tenant** is not in receipt of Housing Benefit or Universal Credit at the start of this **policy** in order to pay the **rent**.

• **Guarantors**

Employed guarantors - A written employer's reference confirming the **guarantor's** current and permanent employment and that their monthly gross salary is at least three (3) times the **rent** and a check that the prospective **guarantor** is not in receipt of Housing Benefit or Universal Credit at the start of this **policy** in order to pay the **rent**.

Self-employed guarantors - Annual accounts for the last twelve (12) months must be obtained which show average monthly net profit in excess of three (3) times the **rent** and a check that the prospective **guarantor** is not in receipt of Housing Benefit or Universal Credit at the start of this **policy** in order to pay the **rent**.

- Credit history – Credit history search which confirms the risk is acceptable and identifies no County Court Judgements (CCJ's) over £500 or more than one County Court Judgement (CCJ) under £500 or any bankruptcy.

- Rental history - A satisfactory reference from a previous managing agent or a previous landlord showing no previous rental defaults (if applicable).
- Voters roll – Voters roll check to ensure that the applicant is who they say they are. If the applicant is not on the voters roll confirmation of address must be obtained by other evidence such as a utility bill (not mobile phone), bank statement, Council Tax bill or house or motor insurance certificate.
- Identification – At least two (2) valid forms of identification one of which should be photographic if it is available.
- Fraud – Fraud check with a score to identify fraud potential.

Where a prospective tenant fails the Employment check above, a **guarantor** must be obtained to provide a financial guarantee for the prospective tenant, if this is the case, the other checks must still be passed by the prospective tenant. A **guarantor** is not permitted if a prospective tenant is in receipt of Housing Benefit or Universal Credit at the start of this **policy** in order to pay the **rent** and these prospective tenants are not permitted to be insured under this **policy**.

Territorial limits

The countries or regions as stated in the **policy** schedule.

Section 3 – Landlord legal expenses

We/Our/Us

Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ. Claims will be handled by Markel Protection Limited which is a separate legal entity to Markel International Insurance Company Limited.

The insurer is liable only for the proportion of liability it has underwritten. The insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is the insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

You/Your

The landlord of the insured **property** that has been declared to **Home & Legacy**.

THE COVER

Section 3, Landlord Legal Expenses cover is automatically included whether **you** have chosen to take out cover for Section 1, Buildings, Section 2, Contents or both. The cover applies for **your property** shown in **your** policy schedule.

This Section sets out, 'What is covered', 'What is not covered' and 'What you need to know'.

The General Exclusions, Claims Conditions, General Conditions and Important Information that apply to Section 3 can be found on pages 75 to 86. These are very important as they include the obligations required of **you** before letting **your property** to ensure your cover under Section 3 of this policy is valid.

Details of how to make a claim under Section 3 can be found on page 77. Please note – claims **you** make under Section 3 must be notified to **Home & Legacy** as soon as **you** become aware of any circumstances that mean **you** may need to make a claim. **Your** claims must be notified during the **period of insurance** and for Cover 1, Part B, Disputes with **your tenant** for up to 30 days after the end of the **period of insurance**.

Limit of cover

The most **we** will pay for any one claim or all claims arising for each **property you** insure under Section 3, Landlord Legal Expenses during any period of insurance is specified on **your policy** schedule.

COVER 1 – LANDLORD LEGAL EXPENSES

PART 1 – PROPERTY AND LANDLORD AND TENANT DISPUTES

A) PROPERTY DISPUTES

We will pay **costs** to obtain damages or other legal remedy for:

- 1 Trespass on **your property**
- 2 Nuisance from another affecting **your property**
- 3 The defence of another's claimed right of way over **your property**
- 4 **Your** use of a right **you** have over another's property as recorded in the title documents of **your property**
- 5 Pursuing another for physical damage to **your property** not recoverable under another insurance policy.

WHAT IS NOT COVERED

We will not cover **claims** where:

- 1 There is a dispute over a contract
- 2 The other party's argument is that they own some or all of **your property**
- 3 There is a dispute over rights to or over another's property which is alleged to have arisen through **your** use or occupation over a length of time.

B) DISPUTES WITH YOUR TENANT

We will pay costs to obtain damages or other legal remedy for:
A dispute with **your tenant** over the terms of **your tenancy agreement**.

WHAT IS NOT COVERED

We will not cover **claims** where:

There are dilapidations unless **you** have served a notice of dilapidations on **your tenant** and **you** have an independent expert valuation of the dilapidations which must be obtained at **your** own expense.

C) EVICTION

We will pay costs for:

The eviction of **your tenant** from **your property**.

WHAT IS NOT COVERED

We will not cover **claims** where:

You have not issued enforceable statutory or contractual notices which require the **tenant** or licensee to leave the **property**.

Section 3 – Landlord legal expenses

PART 1 – A), B) AND C) PROPERTY AND LANDLORD AND TENANT DISPUTES

WHAT IS NOT COVERED

We will not cover **claims** under Section 3, Cover 1, Part 1 A), B) or C) where:

- 1 There is a dispute over a contract unless it is a tenancy, licence or leasehold agreement
- 2 **You** will not suffer a financial loss or the value of **your property** would not be reduced
- 3 There is a dispute in connection with planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority
- 4 There is a dispute in connection with the negotiation, review or renewal of a tenancy or leasehold agreement or purchase of property
- 5 There is an allegation **you** are responsible for damage or loss caused by seepage, pollution or contamination of any kind.

D) WITNESS ATTENDANCE ALLOWANCE

We agree to pay the cost of **your employees** attending Court as witnesses on **your** behalf at the request of **your representative** provided that at the time of a **claim** under this section of cover **you** have an accepted **claim** for this Court appearance under this **policy**.

WHAT IS NOT COVERED

We will not cover **claims** for:

- 1 Expert witnesses;
- 2 Salaries or wages;
- 3 Costs which could be claimed from a prosecuting authority.

PART 2 – ALTERNATIVE ACCOMMODATION

WHAT IS COVERED

We will pay the cost of **your** alternative accommodation, if **you** are unable to obtain vacant possession of **your property**

Provided that:

You have no other suitable accommodation during this period

And one of the following occurs:

- a) A **claim** has been made and accepted by **Home & Legacy** under Cover 1, Part 1 C) Eviction to evict the **tenant** after the **tenancy agreement** has ended
- b) An abandonment notice has been served on the **property**.

WHAT IS NOT COVERED

We will not cover **claims** once vacant possession has been obtained.

WHAT YOU NEED TO KNOW

The cover for alternative accommodation only applies where there is a claim under this policy which Home & Legacy have agreed to cover.

COVER 2 – IDENTITY THEFT

WHAT IS COVERED

If **you** become a victim of identity theft, **we** will pay:

- 1 Costs **you** incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies. **We** will also pay the cost of replacement documents to help restore **your** identity and credit status.
- 2 **Costs** to reinstate **your** identity including costs for the signing of statutory declarations or similar documents.
- 3 **Costs** to defend **your** legal rights in a dispute with debt collectors or any party taking legal action against **you** arising from or relating to identity theft.
- 4 Loan-rejection fees and any re-application administration fee for a loan when **your** original application has been rejected.

Provided that

- i) **you** notify **your** bank or building society as soon as possible
- ii) **you** tell **Home & Legacy** if **you** have previously suffered identity theft, and
- iii) **you** take all reasonable action to prevent continued unauthorised use of **your** identity.

Section 3 – Landlord legal expenses

WHAT IS NOT COVERED

We will not cover claims relating to the following:

- 1 Identity fraud committed by anyone entitled to make a claim under this section of cover
- 2 Losses arising from **your** business activities
- 3 Identity fraud which has been carried out by someone living with **you**.

COVER 3 – HEALTH & SAFETY DEFENCE

We will pay costs for **your**:

Representation (including written submissions) at an interview under caution by the Police or a prosecuting authority for health and safety violations.

A) INTERVIEW UNDER CAUTION

WHAT IS NOT COVERED

We will not cover claims:

Where **you** are required by the Police to immediately attend an interview under caution at a Police Station.

B) PROSECUTION DEFENCE

We will pay costs for **your**:

Defence of a criminal prosecution for health and safety violations once **you** receive a summons.

WHAT IS NOT COVERED

We will not cover claims:

- 1 Where **you** are alleged to have committed:
 - a) a motoring offence
 - b) an assault or sexual offence
 - c) fraud, dishonesty or criminal damage
- 2 Where there are criminal proceedings arising from or related to tax or if an application is made under the Proceeds of Crime Act
- 3 For **your employee**, director or a partner of **your** business if **you** are charged under the corporate manslaughter or Corporate Homicide Act 2007
- 4 Where there is an allegation **you** are responsible for damage or loss caused by seepage, pollution or contamination of any kind.

WHAT YOU NEED TO KNOW

We won't pay any costs or fines that **you** are ordered to pay by a criminal Court.

COVER 4 –
REGULATORY
COMPLIANCE

We will pay costs for your:

Appeal against an improvement or prohibition notice issued by the Health and Safety Executive.

HEALTH AND
SAFETY EXECUTIVE
ENFORCEMENT
NOTICES

COVER 5 – TAX
PROTECTION

We will pay costs in representing **you** before HM Revenue & Customs (HMRC):

A) ASPECT ENQUIRY

When HMRC issues a formal notice to **you**, **your** director or to **your** business partner to carry out an aspect enquiry into a part(s) of **your** income or corporation tax Self Assessment return.

B) FULL ENQUIRY

When HMRC issues a formal notice to **you**, **your** director or to **your** business partner to examine all of **your** financial records income or corporation tax.

C) NATIONAL
INSURANCE AND
PAYE DISPUTES

When HMRC expresses dissatisfaction with **your** p11ds or p9ds or **your** PAYE and/or NIC affairs following an employer compliance visit by HMRC.

D) CURRENT
TAX YEAR
ENQUIRY

Following a written request by HMRC under Schedule 36 Finance Act 2008 to inspect **your** business records, assets or premises.

Section 3 – Landlord legal expenses

E) VAT DISPUTES Over alleged failure to pay VAT.

WHAT IS NOT COVERED

We will not cover **claims** under all of Cover 5 – Tax protection where:

- 1 There is not a reasonable prospect of reducing the liabilities alleged by HMRC
- 2 Tax returns are late or where **you** have not notified chargeability to tax within the time limits or for tax returns where wholly provisional figures are used
- 3 There is an allegation of fraud or an investigation by HMRC's Fraud Investigation Service, Counter Avoidance Office or the defence of a criminal prosecution
- 4 There is a dispute or enquiry relating to the National Minimum Wage or Living Wage
- 5 There is an allegation of tax avoidance.

Section 4 – Landlord rent protection (optional cover)

In Section 4 of this policy we have used some words and phrases that have a particular meaning. You will find these words along with their particular meaning below. Wherever these words and phrases are used throughout Section 4 they will be highlighted in **bold** print.

WHAT OUR WORDS MEAN

Any one claim

All **claims** connected by the same:

- Original cause, event, circumstance or related in time or;
- Legal proceedings, tax enquiry or parties in dispute, even if **you** are also claiming under Section 3 – Landlord legal expenses of this **policy**.

Claim

An insurance claim under this **policy**.

Costs:

Own costs

- The legal or professional costs (including any disbursements such as Counsel's or expert's fees) reasonably charged to **you** by **your representative**.

Other party costs

- In civil proceedings, the legal costs incurred by the party **you** are in dispute with that a Court or Tribunal orders **you** to pay or that **you**, with **our** prior written agreement, agree to pay under the terms of a settlement. This does not include any costs **you** are responsible for paying under the terms of a contract.

Deposit

The sum of money, (which must be equal to at least one months' **rent**), collected from the **tenant** and held by **you** or **your** agent in accordance with section 213 of the Housing Act 2004 (and any amending legislation) in respect of a **tenancy agreement** to which it applies as an indemnity for losses incurred by **you** arising from the **tenant** failing to perform their obligations as set out in the **tenancy agreement**,

or

A valid alternative deposit guarantee policy purchased by the **tenant** as an alternative to a security deposit for **rent** and any other liability of the **tenant** under the **tenancy agreement** and which provides cover for an amount equivalent to five weeks **rent** and has been approved of by **us**.

Employee

Any person under a contract of service with **you**.

Section 4 – Landlord rent protection (optional cover)

WHAT OUR WORDS MEAN (CONT)

Excess

The initial amount of **costs** or **rent** as shown in the policy schedule that **you** must pay in a **claim** before **we** will make any payment under this **policy** if **you**:

- Use **our** choice of **representative**
- Exercise **your** freedom to choose **your representative** as described under **Claims condition: Instruction and choice of your representative, Counsel and experts.**

Guarantor

The individual or organisation shown in the **tenancy agreement** that has:

- entered into a legally binding written guarantee covenant in respect of the **tenancy agreement**
- passed a **tenant reference**
- provided a financial guarantee of the **tenant's** performance under the **tenancy agreement.**

Home & Legacy

This policy cover has been arranged and is administered by Home and Legacy Insurance Services Limited (Home & Legacy). Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc. and is registered in England Number 3007252. Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number 307523.

Home and Legacy Insurance Services Limited
500 Avebury Boulevard
Milton Keynes
Buckinghamshire MK9 2LA

Telephone: 0344 893 8360 or if you are calling from overseas
+44 (0) 20 3118 7777
Email: info@homeandlegacy.co.uk

Period of insurance

The period of time during which insurance is provided by this **policy** as shown in the **policy** schedule.

Policy

This insurance policy including the schedule and any endorsements that apply.

Property

The residential property shown in the **tenancy agreement.**

WHAT OUR WORDS MEAN (CONT)

Reasonable prospects of success

Home & Legacy will make a decision on whether to cover **your claim** based on a legal opinion from **your representative** (and any professional advice they regard necessary) on whether **your claim** has at least a 51% chance of:

- Successfully pursuing **your** case and securing a legal and/or financial remedy
- Not being found liable in a civil case (i.e. not an enquiry, investigation or a criminal case) against **you**
- Being found guilty in the defence of a criminal prosecution
- Securing a significant reduction of **your** punishment or fine in a criminal prosecution
- Successfully appealing the decision of the relevant authority
- **You** not being suspended and of **you** retaining **your** registration or accreditation.

If there is 50% or less chance of the above **we** will not provide cover.

Rent

The monthly amount payable in advance by the **tenant** to **you** as set out in the **tenancy agreement** up to a maximum of £6,000 per calendar month.

Representative

A solicitor, barrister, accountant or other appropriately qualified person appointed to act for **you** and who agrees to comply with the terms of this **policy**. The chosen representative may not be a person employed by **you**.

Tenancy agreement

An agreement between **you** and the **tenant** in relation to the **property** which is an Assured Shorthold **tenancy agreement** as defined within the Housing Act 1988 (as amended) and:

- 1 Where the initial agreement must be for a fixed term of no more than 12 months
- 2 Where the first month's **rent** and the **deposit** have been received in cash or cleared funds
- 3 If there are several tenants in the **property** all tenants must be held jointly and severally liable under the **tenancy agreement**
- 4 During the **tenancy agreement you** or **your** agent must:
 - a) keep full and up to date rental records
 - b) not allow the **tenancy agreement** to be transferred to any other individual or organisation.

Section 4 – Landlord rent protection (optional cover)

WHAT OUR WORDS MEAN (CONT)

Tenant

The occupier of the **property** who is aged 18 years or older, named in the **tenancy agreement** as the **tenant** who has passed a **tenant reference**.

Tenant reference

Checks carried out up to 60 days before the commencement of the **tenancy agreement**, which must include:

• Tenants

Employed tenants - A written employer's reference confirming the **tenant's** current and permanent employment and that their monthly gross salary is at least two and half (2.5) times the **rent**. If this minimum income requirement is not met then a **guarantor** is required. A check that the prospective **tenant** is not in receipt of Housing Benefit or Universal Credit at the start of this **policy** in order to pay the **rent**.

Self-employed tenants - Annual accounts for the last twelve (12) months must be obtained which show average monthly net profit in excess of two and a half (2.5) times the **rent**. If this minimum income requirement is not met then a **guarantor** is required. A check that the prospective **tenant** is not in receipt of Housing Benefit or Universal Credit at the start of this **policy** in order to pay the **rent**.

• Guarantors

Employed guarantors - A written employer's reference confirming the **guarantor's** current and permanent employment and that their monthly gross salary is at least three (3) times the **rent** and a check that the prospective **guarantor** is not in receipt of Housing Benefit or Universal Credit at the start of this **policy** in order to pay the **rent**.

Self-employed guarantors - Annual accounts for the last twelve (12) months must be obtained which show average monthly net profit in excess of three (3) times the **rent** and a check that the prospective **guarantor** is not in receipt of Housing Benefit or Universal Credit at the start of this **policy** in order to pay the **rent**.

- Credit history – Credit history search which confirms the risk is acceptable and identifies no County Court Judgements (CCJ's) over £500 or more than one County Court Judgement (CCJ) under £500 or any bankruptcy.

- Rental history - A satisfactory reference from a previous managing agent or a previous landlord showing no previous rental defaults (if applicable).
- Voters roll – Voters roll check to ensure that the applicant is who they say they are. If the applicant is not on the voters roll confirmation of address must be obtained by other evidence such as a utility bill (not mobile phone), bank statement, Council Tax bill or house or motor insurance certificate.
- Identification – At least two (2) valid forms of identification one of which should be photographic if it is available.
- Fraud – Fraud check with a score to identify fraud potential.

Where a prospective tenant fails the Employment check above, a **guarantor** must be obtained to provide a financial guarantee for the prospective tenant, if this is the case, the other checks must still be passed by the prospective tenant. A **guarantor** is not permitted if a prospective **tenant** is in receipt of Housing Benefit or Universal Credit at the start of this **policy** in order to pay the **rent** and these prospective **tenants** are not permitted to be insured under this **policy**.

Territorial limits

The countries or regions as stated in the **policy** schedule.

We/Our/Us

Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ. Claims will be handled by Markel Protection Limited which is a separate legal entity to Markel International Insurance Company Limited.

The insurer is liable only for the proportion of liability it has underwritten. The insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is the insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

You/Your

The landlord of the insured **property** that has been declared to **Home & Legacy**.

Section 4, Landlord rent protection is an optional cover.

THE COVER

Section 4 sets out 'What is covered' and 'What is not covered' under the policy'.

The General Exclusions, Claims Conditions, General Conditions and Important Information that apply to Section 4 can be found on pages 75 to 86. These are very important as they include the obligations required of **you** before letting **your property** to ensure **your** cover is valid.

Details of how to make a claim under Section 4 can be found on page 77.

Limit of cover

The most **we** will pay for any one claim or all claims arising for each **property you** insure under Section 4, Landlord Rent Protection during any period of insurance is specified on **your policy** schedule.

PART 1 – EVICTION

We will pay **costs** for the eviction of **your tenant** from **your property** for either:

- Non-payment of **rent**
- At expiry of the **tenancy agreement**

Provided that:

- a) **You** tell **Home & Legacy** as soon as possible if **your tenant** is in **rent** arrears or if **your tenant** notifies **you** of potential difficulties in paying **you** the **rent**
- b) if **rent** is overdue the **tenant** must be contacted as soon as possible to establish the reason for the arrears. If the **rent** is not paid within a further seven days the **tenant** must be contacted again.

WHAT IS NOT COVERED

We will not cover **claims** where statutory notices are not served on the **tenant** in a compliant manner.

Section 4 – Landlord rent protection (optional cover)

PART 2 – RENT PROTECTION

We will pay 75% of the **rent** which **you** have not received and was due under the **tenancy agreement**, until **you** have obtained vacant possession of the **property**

Provided that:

- a) A **claim** has been made and accepted by **Home & Legacy** under 'Section 4 Part 1 – Eviction' to evict the **tenant** in respect of the **rent** arrears (unless **your representative** says eviction proceedings are unnecessary due to abandonment)
- b) **You** pay any remaining **deposit** to **us** to reimburse **us** for any **rent we** have paid after **you** have attended to any dilapidations
- c) **You** discuss and encourage your **tenant** to partake in any government backed tenant loan scheme (where available) for past or future **rent** arrears.

WHAT IS NOT COVERED

We will not cover **claims** where:

- 1 The **claim** is made within 90 days of the initial start of **your policy** with **us** unless:
 - a) the **policy** began within 14 days after the commencement of the **tenancy agreement** or
 - b) **you** have evidence of continuous comparable insurance immediately prior to the initial start of **your policy** with **us** or
 - c) the **tenant** has continuously resided in the **property** for the previous 12 months or more and has not defaulted on the **rent** in that time
- 2 A Section 21 notice is issued to the **tenant** and the **tenant** is not in rental arrears at the time of issuance unless:
 - a) **You** can prove that **you** have reoccupied the **property** to live in as **your** primary accommodation (if this is the case, then **rent** will only be paid once **you** have reoccupied the property and provided proof of having done so).
 - b) The notice is issued by **your representative** as they advise that this is the best course of action in **your** particular circumstances.

This includes any subsequent claim under a Section 8 notice following the issue of a Section 21 Notice.

- 3 The **tenant** alleges that **you** are in breach of **your** duties under the **tenancy agreement**
- 4 The **tenant** took possession of the **property** before:
 - a) The **tenancy agreement** was signed by the **tenant** and **you**
 - b) A satisfactory **tenant reference** has been obtained
 - c) All necessary statutory pre-grant notices to the **tenant** were issued
 - d) The first month's **rent** and the **deposit** have been received in cash or cleared funds.

WHAT YOU NEED TO KNOW

- **You** must tell **Home & Legacy** as soon as possible if your **tenant** is in **rent** arrears or if they notify **you** of potential difficulties in paying **you** the **rent**.
- If your **tenant** is in rent arrears and you do not tell **Home & Legacy** as soon as possible, **we** will not pay any additional **rent** arrears that **your** late notification has caused.
- The **tenancy agreement** must meet the criteria (and **you** must comply with the conditions which are set out) in the definition of **tenancy agreement**
- **Rent** will be paid monthly in arrears at a rate of 1/30th for each continuous day that it is in arrears subject to the maximum amounts shown in the **policy** schedule
- **We** reserve the right to pursue the **tenant** or **guarantor** for any unpaid **rent**.
- Any **rent** paid to **you** under a government backed **tenant** arrears loan scheme will be first used to pay any **rent** that has already been paid by **us**.

Section 3 – Landlord legal expenses & Section 4 – Landlord rent protection (optional cover)

GENERAL EXCLUSIONS THAT APPLY TO SECTION 3 – LANDLORD LEGAL EXPENSES & SECTION 4 – LANDLORD RENT PROTECTION

We will not cover **you** for:

- 1 The defence of civil legal proceedings concerning:
 - a) injury or disease including psychiatric injury and stress
 - b) damage to or loss or destruction of property
 - c) an alleged breach of professional duty.
- 2 **Costs** incurred without or in excess of **Home & Legacy's** written consent.
- 3 Any **claim** relating to or arising from any cause, event or circumstance occurring before or existing at the start of this **policy** and which has or which **you** knew or should reasonably have known may give rise to a dispute, legal proceedings or HMRC investigation or a **claim**.
- 4 Any dispute falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the First-tier, tribunal Property Chamber (or regional equivalents).
- 5 Any dispute of legal proceedings where **you** or **your** letting agent are in breach of any legislation in relation to the **deposit**.
- 6 Any type of fine or other financial penalty imposed by a Court, Tribunal or regulatory or supervisory body or taxes, duties, interest or penalties imposed by HMRC.
- 7 Any dispute or legal proceedings in respect of which **you** are, or but for the existence of this **policy** would be, entitled to indemnity under a legal aid certificate or representation order.
- 8 Disputes or legal proceedings between any parties specified as **you** in the **policy** or with any parent, subsidiary or associated company or partner.
- 9 Any dispute **you** have with **your representative**, any party involved in the arrangement of this **policy** schedule or with **Home & Legacy** or with **us**.
- 10 Any **costs** incurred in a dispute or legal proceedings concerning, arising out of or in connection with
 - a) breach of confidentiality
 - b) passing off
 - c) defamation or malicious falsehood
 - d) the ownership or existence of any intellectual property rights
 - e) a judicial review.

- 11 Any **costs** incurred in a dispute or legal proceedings concerning, arising out of or in connection with **your**:
 - a) intentional wrongdoing
 - b) act or omission with negligent disregard as to its consequences.
- 12 Any **costs** which **you** should or would have had to incur irrespective of any dispute.
- 13 Any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.
- 14 The VAT element of **your claim** if **you** are registered for VAT.
- 15 Any **claim** caused by, happening through or in consequence of terrorism, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 16 Any **claim** caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination.
- 17 If **you** or anyone acting on **your** behalf make a fraudulent **claim**, **we** will cancel the **policy** from the time the fraud took place, retain any premium and recover from **you** any amount **we** have paid towards the fraudulent **claim**.
- 18 If any **claims** covered under this **policy** are also covered by another **policy**, or would have been covered if this **policy** did not exist, **we** will only pay **our** share of the **claim** even if the other insurer refuses the claim.

Section 3 – Landlord legal expenses & Section 4 – Landlord rent protection (optional cover)

CLAIMS CONDITIONS THAT APPLY TO SECTION 3 – LANDLORD LEGAL EXPENSES & SECTION 4 – RENT PROTECTION

There are conditions contained below which must be complied with or met for **us** to provide cover under this **policy**.

1 HOW AND WHEN TO MAKE A CLAIM

Contact details for **Home & Legacy** can be found at start of this **policy** under 'Important Claims Information'.

We will only cover **claims** that **you** tell **Home & Legacy** about during **your period of insurance** and for Section 3 – Landlord legal expenses, Part 1 B) Disputes with your tenant and Section 4 – Landlord rent protection only, for up to 30 days after the end of **your period of insurance** provided that the incident which gives rise to the **claim** occurs during the **period of insurance**.

You must tell **Home & Legacy** as soon as possible when

- **You** become aware of any cause, event or circumstance which does or may involve **you** and which has given, or may give rise to a **claim**, dispute, legal proceedings or tax investigation
- **Your tenant** is in **rent** arrears or **you** are seeking possession of the **property** and have issued a statutory notice to do so.

Where **you** have not notified **your claim** as above **we** will not pay any additional **rent** arrears that **your** late notification has caused.

Where **Home & Legacy** have accepted notification as described above, **Home & Legacy** will treat any later **claim** regarding that notified cause, event or circumstance as though the **claim** had been notified during the **period of insurance**.

Home & Legacy will send **you** an insurance claim form that must be completed and returned as soon as possible.

2 WHEN WE WILL AGREE TO COVER YOUR CLAIM

OUR CONSENT (CONT.)

We will only cover **claims** where **you** have obtained **Home & Legacy's** consent in writing before incurring any **costs**. **Home & Legacy** will give their consent for **you** to incur **costs** provided that **you** can satisfy them throughout **your claim** that:

- It is reasonable and proportionate (in relation to **your claim**) to incur **costs**
- There are **reasonable prospects of success**, other than:
 - Section 3 – Cover 3 Interview under caution
 - Section 3 – Cover 1 Part 1 D) Witness attendance allowance
 - Section 3 – Cover 1 Part 2 Alternative accommodation

If during the course of **your claim you** no longer satisfy **Home & Legacy** of the above, cover under this **policy** for **costs** and **rent** will be withdrawn and:

- Any **costs** incurred on or after the date of withdrawal will not be covered whether **Home & Legacy** previously agreed to them or not
- **Rent** which is due from the **tenant** on or after the date of withdrawal will not be covered

Home & Legacy will make their decision on whether to cover **your claim** based on:

- A fully completed insurance claim form
- The information and documentation **Home & Legacy** reasonably requests
- A legal opinion from **your representative** on whether **your claim** has **reasonable prospects of success** and any professional advice **Home & Legacy** regards necessary.

If **your claim** is accepted by **Home & Legacy**, it does not always mean that all **costs** and/or **rent** will be paid, for example **we** will not cover **costs** for things that are not directly relevant to **your claim**. **We** may also limit any cover **we** provide by time, amount or to a specific stage of legal proceedings in order to allow **Home & Legacy** to review the continued acceptance of **your claim**.

If after accepting **your claim**, it is shown that **your claim** has not been brought within the terms and conditions of the **policy**, no further cover will be provided and **we** will recover from **you** any **costs** and **rent we** have paid.

COUNSEL'S OPINION

At **Home & Legacy's** or **our** discretion they may also require **you** to obtain a legal opinion from Counsel at **your** expense to satisfy them that there are **reasonable prospects of success** and it is reasonable and proportionate (in relation to **your claim**) to incur **costs**.

If based on Counsel's opinion **Home & Legacy** and **we** are satisfied in respect of the above the reasonable **costs** of obtaining that opinion will be paid by **us** subject to the **excess** and the limits shown in **your policy** schedule.

Section 3 – Landlord legal expenses & Section 4 – Landlord rent protection (optional cover)

CLAIMS REJECTED DUE TO A LACK OF REASONABLE PROSPECTS OF SUCCESS

If **Home & Legacy** rejected **your claim** solely due to a lack of **reasonable prospects of success**, **we** will pay **costs** that are reasonable and proportionate to the legal and/or financial remedy achieved, subject to the terms and conditions of this **policy** if:

- **You** proceeded with the legal action which formed **your claim** to its conclusion with a Court, Tribunal or equivalent having issued a judgment (excluding any settlement, mediation, alternative dispute resolution or equivalent resolution process) and were successful
- **You** were defending, the judgment found **you** were not at fault
- **You** were pursuing, the judgment awarded **you** the remedy **you** were seeking at the time **Home & Legacy** rejected **your claim**
- **You** tell **Home & Legacy** about it as soon as possible.

3 SETTLEMENTS

You must inform **Home & Legacy** as soon as an offer of settlement is received and **you** must obtain their consent before **you** make or respond to any offer of settlement.

In any settlement **you** must

- Take into account the prospects of the case and likely future **costs** and **rent**
- Try to recover as much **costs** and **rent** as possible.

If **you** unreasonably reject an offer of settlement which **Home & Legacy** recommends acceptance of or make an offer which **Home & Legacy** does not agree with, no further cover will be provided and **we** may seek to recover from **you costs** and **rent we** have paid.

At **Home & Legacy's** discretion, instead of covering **you** for **costs**, **we** can choose to pay:

- The damages **you** are likely to be awarded by a Court or Tribunal, or
- The amount of money being claimed against **you** or the amount of money the other party will settle for, whichever is the lesser.

If **Home & Legacy** chooses to do this, then **your claim** will end and no further payments of **costs** or **rent** will be made.

4 CO-OPERATION

You must co-operate with **Home & Legacy** and **your representative** at all times during the course of **your claim**, this includes:

- Allowing **Home & Legacy** and **your representative** to communicate directly with each other about **your** case
- Providing a full and truthful account of **your** case and with all necessary documentation or evidence
- Attending any meetings as required
- Instructing **your representative** to provide **Home & Legacy** with information, documentation or evidence **we** require (even if privileged) and regular updates including when anything negatively affects the factors **Home & Legacy** took into account in accepting **your claim**.

5 RECOVERY OF COSTS AND RENT

If the outcome of **your** case is that another party is found responsible for reimbursing **you** for some or all of **your costs**, **you** and **your representative** must make every effort to fully recover those **costs** which **you** must pay to **us**.

Where **we** have paid **rent** owed to **you** by the **tenant** or **guarantor** under the **tenancy agreement**, **we** reserve the right to pursue the **tenant** or **guarantor** to recover this **rent** and **you** must cooperate with **Home & Legacy** in this effort.

If the legal case was settled and the terms of the settlement do not specify the split between damages and **costs** then a fair and reasonable proportion of that settlement will be treated as **costs** and paid to **us**.

Whenever **you** receive a payment under any government backed tenant arrears loan scheme, which was covered under this policy these shall be first used to pay the **rent** or repay **us** any **rent we** have already paid then to cover any outstanding or future **rent**.

If costs are recovered from the other party then that money will be repaid to **us** first until all **costs** have been repaid.

6 PAYMENT OF COSTS AND RENT

A copy of all invoices for **costs you** receive from **your representative** should be forwarded to **Home & Legacy** within 30 days of the date the invoice was issued. If **Home & Legacy** requires, **you** must ask **your representative** to send the costs for assessment by a Court or Tribunal or to a costs lawyer of their choice.

You are responsible for the payment of all **costs**. **We** will reimburse **you** for the **costs** and/or **rent** covered under **your policy** subject to the **excesses** and the limits shown in **your policy** schedule. **We** may settle these **costs** directly if **Home & Legacy** chooses to do so.

Rent will be paid monthly in arrears at a rate of 1/30th for each continuous day that it is in arrears subject to the maximum amounts shown in the **policy** schedule.

Section 3 – Landlord legal expenses & Section 4 – Landlord rent protection (optional cover)

7 APPEALS

If **you** wish to appeal against the judgment or decision of a Court or Tribunal or if there is an appeal against a judgment that is in **your** favour, **Home & Legacy** will consider providing further cover if:

- **We** covered the initial legal proceedings that are being appealed as a **claim** and cover was not withdrawn
- The grounds for the appeal were submitted to **Home & Legacy** as soon as possible and before any deadline set by the Court or Tribunal.

If **Home & Legacy** requires, **you** must co-operate in an appeal against the judgment or decision of a Court or Tribunal.

8 INSTRUCTION AND CHOICE OF YOUR REPRESENTATIVE, COUNSEL AND EXPERTS

In all cases **your representative** will be appointed in **your** name and on **your** behalf.

Home & Legacy will choose a **representative** to act on **your** behalf other than at the point of an inquiry or legal proceedings where **you** will have freedom to choose **your representative** subject to **Home & Legacy** approving **your** choice.

You will also have freedom to choose **your representative** if there is a legal conflict of interest between **you** and us subject to **Home & Legacy** approving **your** choice.

When selecting **your representative**, **you** must have regard to **your** duty to minimise the cost of any **claim**.

The name and address of **your** chosen **representative** must be notified to **Home & Legacy** in writing. **Home & Legacy** will accept **your** choice if:

- They are satisfied that **your** chosen **representative** will co-operate with them and enable **you** to comply with the terms and conditions of **your policy**
- The **representative** has the necessary experience to deal with the dispute
- The **representative's** charging rates are fair and reasonable in regard to the dispute.

A dispute arising from **your** choice of **representative** may be referred to arbitration in accordance with 'Things we need to tell you about – Making a complaint'.

8 INSTRUCTION
AND CHOICE OF YOUR
REPRESENTATIVE,
COUNSEL AND
EXPERTS
(CONT.)

You must not enter into any agreement with **your representative** as to the basis of calculation of **costs** without **Home & Legacy's** written consent.

If in any **claim your representative** wishes to instruct Counsel or an expert the following must be submitted to **Home & Legacy** for their approval:

- The expert's or Counsel's name
- Details of their expertise
- Charging rates and estimated cost
- An explanation of the need for such instruction.

Section 3 – Landlord legal expenses & Section 4 – Landlord rent protection (optional cover)

GENERAL CONDITIONS AND IMPORTANT INFORMATION THAT APPLY TO

SECTION 3 – LANDLORD LEGAL EXPENSES

&

SECTION 4 – LANDLORD RENT PROTECTION

1 THINGS YOU MUST DO

You must comply with the following conditions which are summarised below and some of which are more fully explained in the remainder of this agreement. If **you** fail to do so, **we** may not pay **your claim**, or any payment could be reduced.

You must:

- 1 Pay the premium for **your policy**
- 2 Provide **us** with a truthful account of **your** circumstances and any extra information **we** ask for, to underwrite **your policy** and assess **your claim**
- 3 Tell **us** as soon as possible if there is a change in **your** circumstances such as:
 - Any change of **tenant**
 - Any changes to the amount of **rent**
- 4 Take all reasonable steps to avoid and prevent legal proceedings, tax investigations and disputes
- 5 Minimise the cost and effect of any **claim** by taking all reasonable steps to avoid unnecessary expense including discussing and encouraging your **tenant** to partake in any government backed tenant loan scheme (where available) for past or future **rent** arrears
- 6 Follow the Claims conditions of this **policy**.

If **you** do not meet **your** part of the agreement **we/Home & Legacy** may:

- Not cover all or part of **your claim** and **we** may recover any payments already made
- Increase **your** premium or change the terms of **your policy**
- Cancel **your policy** and treat it as though it did not exist to begin with.

2 INFORMATION YOU HAVE GIVEN US

In deciding to accept this **policy** and in setting the terms and premium, we have relied on the information **you** have given **Home & Legacy**. **You** must take care when answering any questions asked by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** or **Home & Legacy** with false or misleading information **we** will treat this **policy** as if it never existed and decline all **claims**.

If **we** or **Home & Legacy** establish that **you** carelessly provided **us** or **Home & Legacy** with false or misleading information it could adversely affect **your policy** and any **claim**. For example, **we** may:

- Treat this **policy** as if it had never existed and refuse to pay all **claims** and return the premium paid. **We** will only do this if **we** provided **you** with cover which **we** would not otherwise have done
- Amend the terms of **your policy**. **We** may apply these terms as if they were already in place if a **claim** has been negatively affected by **your** carelessness
- Reduce the amount **we** pay on a **claim** in proportion to the premium **you** have paid against the premium **we** would have charged **you**
- Cancel **your policy** in accordance with the cancellation information below.

Home & Legacy will write to **you** or **your** insurance broker if **we**:

- Intend to treat **your policy** as if it never existed
- Need to amend the terms of **your policy**.

If **you** become aware that information **you** have given us is inaccurate, **you** must inform us as soon as possible.

3 PERSONAL INFORMATION/ PRIVACY POLICY STATEMENT

THE BASICS

We collect and use relevant information about **your** business to provide insurance cover and to meet our legal obligations.

This information includes details such as names and addresses (and may include more sensitive details such as information about health and criminal convictions).

The way insurance works means that information may be shared with and used by a number of third parties in the insurance sector but only in connection with the insurance cover that **we** provide to **you**.

Section 3 – Landlord legal expenses & Section 4 – Landlord rent protection (optional cover)

OTHER PEOPLE'S DETAILS YOU PROVIDE TO US

We will process individual's details, as well as any other personal information **you** provide to **Home & Legacy** in respect of **your** insurance cover, in accordance with **our** privacy notices and applicable data protection laws.

To enable **us** to use individual's details in accordance with applicable data protection laws, **we** need **you** to provide those individuals with certain information about how we will use their details in connection with **your** insurance cover.

As such, **you** agree to provide each individual concerned this notice:

- on or before the date that individual becomes insured under this **policy** or
- the date that **you** first provide information about the individual to **us**.

We are committed to only using the personal information **we** need to provide **you** with **your** insurance cover. To help **us** achieve this, **you** should only provide to us information about individuals that **Home & Legacy** asks for from time to time.

WANT MORE DETAILS?

For more information about how **we** use personal information provided to us please see **our** full Markel privacy notice, a copy of which is available online at www.markelinternational.com/foot/privacy-policy or on request.

CONTACTING US AND INDIVIDUAL RIGHTS

Individuals have rights in relation to the information **we** hold about them, including the right to access their information. Please contact **us** at dataprotectionofficer@markelintl.com or by writing to the Data Protection Officer, Markel International, 20 Fenchurch Street, London, EC3M 3AZ if you are an individual wishing to exercise your rights, to discuss how **we** use your information or to request a copy of our full Markel privacy notice.

4 RIGHTS OF THIRD PARTIES

A person who is not a party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term 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 BREACH OF SANCTIONS

We provide no cover for any **claim** if it means **we** would be in breach of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of The European Union, The United Kingdom or The United States of America.

6 BREXIT

We provide no cover for any **claim** where the regulatory risk location is within the European Economic Area (EEA) excluding the United Kingdom of Great Britain and Northern Ireland.

7 LIQUIDATION

If **you** are placed in liquidation, receivership, administration or bankruptcy or enter into a voluntary arrangement or deed of arrangement or if any application is made to the Court or if a meeting for any of these reasons is held, this **policy** will automatically terminate. If this happens, cover under **your policy** for **costs** and **rent** will be automatically withdrawn and any **costs** and/or **rent** incurred on or after the date of withdrawal will not be covered whether **we** previously agreed to them or not.

Section 5 – Landlord emergency property assistance (optional cover)

Section 5, Landlord Emergency Property Assistance is optional additional cover.

If **you** have selected this optional cover it will apply for **your property** shown as covered on **your** policy schedule.

This section sets out, 'What is covered', 'What is not covered' and the General Conditions and General Exclusions that are applicable for Section 5, Landlord Emergency Property Assistance and any optional additional services (Annual gas safety check (CP12) and/or Energy performance certificate (EPC)) which **you** may have opted to include with **your** cover.

Details of how to make a claim under Section 5 can be found on page 97.

Section 5 of this policy is underwritten by is underwritten by AWP P&C SA and is administered in the United Kingdom by Allianz Global Assistance Allianz Global Assistance is a trading name of AWP Assistance UK Ltd.

Allianz Global Assistance acts as an agent for AWP P&C SA for the receipt of customer money, settling claims and handling premium refunds.

Home & Legacy acts as an agent for AWP P&C SA with respect to the receipt of customer money and handling premium refunds.

Section 5 – Landlord emergency property assistance

What is Landlord Emergency Property Assistance?

Your Landlord Emergency Property Assistance insurance is designed to cover events that are deemed to be an **emergency** (see ‘What our words mean’ for the full definition of this) 24 hours a day, 365 days a year.

Events classed as an emergency*

- water escaping from a pipe inside **your property** and flooding the property
- no lights work in **your property** (no power supply to the lights and plug sockets)
- damaged guttering that is causing water damage to the inside of **your property**.

Events not classed as an emergency*

- water dripping from a tap and escaping safely down a drain
- a partial breakdown where the electricity supply has not been lost to the whole property (example, partial loss of plug sockets)
- the boiler is rattling but continues to work
- roof tile slippage/damage that is not causing water to leak inside **your property**.

* Please read the rest of Section 5 of this policy for full terms and conditions.

WHAT OUR WORDS MEAN

In Section 5 of this policy **we** have used some words and phrases that have a particular meaning.

You will find these words along with their particular meaning below. Wherever these words and phrases are used throughout Section 5 they will be highlighted in **bold** print.

Agent

A letting agent or other firm appointed by and acting on behalf of **you** in respect of the letting of **your property**.

Beyond economic repair

The point at which **our tradesman** considers the repair costs (taking into account the parts and labour required) to be more than the value of the boiler. The value is based on its date of manufacture, type and make.

Emergency/emergencies

A sudden and unforeseen domestic situation which, if not dealt with quickly, would in **our** opinion:

- make **your property** unsafe or insecure
- damage, or cause further damage to **your property**
- cause unreasonable discomfort, difficulties or risk to **you**.

Insurer

AWP P&C SA.

Multi-occupancy property

A building, part of which is **your property**, where there is shared responsibility for all or part of the amenities and structure, for example a maisonette or a purpose built or converted flat.

Period of cover

The period of cover shown in **your** most recent policy schedule.

Primary heating system

The main heating system in **your property**, including a domestic boiler, which serves pipework of not greater than one inch bore. This includes both the central heating and/or hot water systems and extends to:

- the programmer
- a single central heating pump
- a single hot water cylinder
- thermostats and
- radiators.

Please note that **we** do not cover any form of solar heating or non-domestic central heating boilers and associated systems.

Your central heating boiler should be serviced at least annually, in accordance with the manufacturer's recommendations.

Property

The insured property located in England, Scotland, Wales, the Channel Islands or the Isle of Man, the address of which is shown on your **policy** schedule.

Please note that non-integral garages, out-buildings and conservatories are not covered.

Section 5 – Landlord emergency property assistance

Tenancy agreement

A written agreement with the **tenant** which gives rights to the **tenant** to occupy **your property** and for **you** to receive rent for letting **your property** being an Assured Shorthold Tenancy as defined in the Housing Act 1988 and corresponding legislation in Scotland, the Isle of Man or the Channel Islands, and any amending legislation.

Tenancy deposit

The sum paid by the **tenant** or on behalf of the **tenant** to **you** or **your agent** under the **tenancy agreement** as security against the performance of the **tenant(s)** obligations under the **tenancy agreement**, the discharge of any liabilities, any damage to **your property** and/or non payment of rent during the **tenancy agreement**.

Tenant

The person(s) named in the **tenancy agreement** who occupies **your property** and/or the companies or firms named in the **tenancy agreement** and any person(s) who occupy **your property** with their knowledge and consent including family members who normally live with them and any person who is at **your property** with their knowledge and consent.

Tradesman/tradesmen

A qualified person approved and instructed by **us** to provide domestic **emergency** repair services.

We, Our, Us

For Landlord Emergency Property Assistance Allianz Global Assistance who administer this policy on behalf of the **insurer**.

You

The **tenant** or any person normally residing in the **property**.

Your

The person(s), companies or firms named in the policy schedule as the insured who own the **property**.

WHAT IS COVERED

If an **emergency** caused by one or more of the following events **we** cover happens at **your property** during the **period of cover** **we** will:

- provide initial advice to **you**;
- arrange for a **tradesman** to attend **your property**.

Limit of cover

We will pay up to £500 (including VAT) for each **emergency** claim incident during the **period of cover**, towards labour costs (including call out charges, materials and parts required to effect **emergency** repairs in **your property**);

WHAT IS NOT COVERED

In addition to the exclusions shown for each of the events **we** cover, please also refer to the General Exclusions and General Conditions that will apply (see pages 95 and 96).

EVENT 1 ELECTRICITY SUPPLY

Complete failure or breakdown of the electricity supply system within **your property**.

WHAT IS NOT COVERED

- Any failure in supplying electricity to the main fuse box of **your property**.
- Partial failure of the internal electricity supply or where only an intermittent fault exists.
- Any deliberate, reckless or negligent damage caused by **you**.

EVENT 2 PRIMARY HEATING SYSTEM

Complete failure or breakdown of either the heating and/or hot-water supply provided by the **primary heating system**.

If **your** boiler is **beyond economical repair** or replacement parts are no longer available, **we** will pay up to £250 (including VAT) towards the labour and parts to replace the boiler (applies to boilers under 10 years of age only).

Section 5 – Landlord emergency property assistance

WHAT IS NOT COVERED

- Central-heating fuel tanks.
- Any form of solar heating, under floor heating, warm air heating systems, LPG/gas oil systems and any non-domestic central heating boiler and associated system.
- Boilers not installed, serviced (at least annually), or repaired in accordance with the manufacturer's recommendations.
- Claims for re-lighting boilers or resetting/adjusting the timing or temperature controls.
- Claims relating to boilers that are 10 years or older.
- Cost of repairing a boiler that is **beyond economical repair**.
- **We** will not re-attend a boiler repair until you have confirmed that a boiler, that has previously been deemed to be **beyond economical repair**, has been replaced.
- De-scaling or any work arising from hard water scale deposits.
- Replacing boilers, heaters, water tanks, hot water cylinders or radiators.
- Refilling the heating system with additives.
- Claims that are covered by a current manufacturer's guarantee.
- The repair or replacement of flues (except for the first metre from the back of the boiler, which is considered to be part of the boiler itself).
- Claims relating to components of the **primary heating system** that are shared as part of a **multi-occupancy property**.
- Any deliberate, reckless or negligent damage caused by **you**.

EVENT 3 PLUMBING & DRAINAGE

Failure of, or damage to, the plumbing or drainage system. This includes:

- burst pipes;
- overflowing water tanks;
- blocked waste outlets (including toilets); and
- blocked drains.

WHAT IS NOT COVERED

- Blocked drains not causing water damage inside **your property**.
- Unblocking a toilet if **you** have another functioning toilet in **your property**.
- Replacing water tanks, hot-water cylinders, radiators or sanitary ware.
- Water escape from internal plumbing where the water is escaping safely down a drain.
- Water escape from external plumbing that is not causing damage inside **your property**.
- Cesspits, septic tanks and associated fittings.
- Claims relating to plumbing or drainage where the pipes or drains are shared as part of a **multi-occupancy property**.
- Any deliberate, reckless or negligent damage caused by **you**.

EVENT 4 GUTTERS & DOWN-PIPES

The down-piping and guttering has either failed or been damaged.

WHAT IS NOT COVERED

- Blockage or water escape from outside **your property** that is not causing damage inside **your property**.
- Claims relating to gutters or down-pipes that are shared as part of a **multi-occupancy property**.
- Any deliberate, reckless or negligent damage caused by **you**.

EVENT 5 SECURITY & GLAZING

Failure of or damage to, external locks, doors or windows which means that **your property** is no longer secure.

WHAT IS NOT COVERED

- Any matters relating to security alarms.
- Any deliberate, reckless or negligent damage caused by **you**.
- Damage caused by an authorised **tradesman** gaining access to **your property**.
- Claims relating to doors or glazing that are shared as part of a **multi-occupancy property**.

Section 5 – Landlord emergency property assistance

EVENT 6 VERMIN

If **you** need to remove rats, mice, cockroaches, and wasps, or hornets nests from **your property** (this does not apply to animals and insects already in **your property** before you bought this policy).

WHAT IS NOT COVERED

- Re-infestation where **you** have failed to follow **our** advice.
- Removal of wasp or hornet's nests from outbuildings.

ADDITIONAL COVER – UNINHABITABLE ACCOMMODATION

We will also pay up to £200 towards the cost of overnight accommodation for all persons living in the **property**, if it cannot be lived in following an **emergency**.

You will be responsible for paying the costs of the accommodation and reclaiming the costs back from **us** within 30 days of the **emergency** by providing the appropriate receipts.

WHAT IS NOT COVERED

- **We** will not pay any costs **we** have not authorised.

GENERAL EXCLUSIONS

The following exclusions apply to all events **we** cover under Section 5:

We will not cover **you** for any claim arising from, or relating to, the following:

- 1 Any **emergency** arising within 28 days of the policy start date (unless **your** policy has been renewed).
2. Any more than five claims in any policy year.
- 3 Any **emergency** arising from circumstances known to **you** before commencement of cover under **your** policy.
- 4 Costs **we** have not authorised. Always phone **us** first.
- 5 Routine maintenance of equipment, supplies or services in **your property**.
- 6 Repairs to any system, equipment or facility which has not been installed, maintained or repaired according to the manufacturer's instructions or has been incorrectly used or modified, or which is faulty or inadequate as a result of any manufacturer's or designer's fault.
- 7 Any wilful act by **you**, or something **you** fail to do that causes an **emergency**.
- 8 Claims that happen when **your property** is left unoccupied for more than 30 consecutive days.
- 9 Claims arising from the interruption, failure or disconnection of public services to **your property** (including the electricity, water or gas supply), however they are caused.
- 10 Claims arising as a result of wear and tear.
- 11 Any destruction or damage to any property or loss or any legal liability directly or indirectly caused by something **you** are claiming for (such as loss of earnings), or arising from:
 - radioactive contamination;
 - war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution or military or usurped power;
 - riot, violent disorder, civil commotion, strikes or labour disturbances;
 - or
 - pollution or contamination of any kind.
- 12 Any additional loss resulting from a claim covered by this policy.
- 13 Any occurrence where there is found to be a risk of exposure to materials or fixtures containing asbestos or related products
- 14 Any permanent repairs that should more specifically relate to a property insurance claim.
- 15 Any claim where there is not a written **tenancy agreement** in place.

Section 5 – Landlord emergency property assistance

GENERAL CONDITIONS

We will act in good faith in all **our** dealings with **you**.

We will only pay the benefits under this policy if **you** contact **us** first.

- 1 **We** will make reasonable attempts to find a suitable **tradesman**, as long as the service is not affected by:
 - poor weather conditions;
 - industrial disputes (official or not);
 - failure of the public transport system (including the road network); and
 - other circumstances that prevent access to **your property** or otherwise make it impractical to offer the service.
- 2 If **you** need more than the cover provided by Landlord Emergency Property Assistance, **we** will still offer **you** help up to the policy limits, but **you** will have to pay the extra costs direct to the **tradesman** when they provide the service.
- 3 **We** shall be entitled to:
 - refuse to help if, in **our** opinion, **your property** or services have not been maintained in a safe or serviceable condition;
 - decide on the most appropriate way of providing help, although **we** will take into account **your** wishes whenever possible;
 - settle **our** part of the claim if **you** have any other insurance covering the same loss or damage; or
 - cancel this insurance if **you** give **us** false information or do not give **us** the information **we** need (in such cases, **we** will repay any premium that is due to **you**).
- 4 **You** will be responsible for **tradesman's** call-out charges if:
 - having asked for help, **you** are not at the **property** when the **tradesman** arrives;
 - the **primary heating system** fails because **you** did not light it, turn it on or failed to adjust the time or temperature controls.
- 5 **We** will arrange to supply and fit replacement parts when they are needed and if they are covered under the policy. If **you** ask that better parts are fitted, **you** will have to pay the extra cost. **We** are not responsible for any inconvenience, loss or damage caused by delay in the manufacturers, or their suppliers or agents, supplying spare parts.

HOW TO MAKE A CLAIM

It is vital that **you** follow these steps to get help and claim the benefits available under Landlord Emergency Property Assistance insurance if there is an **emergency** that is covered by the policy.

- Stay calm. If the **emergency** involves escaping water or electrical faults, turn off the mains supply immediately. Major emergencies which could potentially result in serious damage or injury must be immediately notified to the public supply authority and/or the emergency services.

If **you** suspect a gas leak turn off the mains gas supply and do not use any electrical switches (off or on) or naked flames (for example matches). **You** should contact National Grid (Tel **0800 111 999**) in these circumstances. See under 'Gas' in **your** phone book.

- Please phone the Landlord Emergency Property Assistance helpline on **+44 (0) 208 603 9404** within 24 hours of the **emergency** happening. Lines are open 24 hours a day, 365 days a year. (Calls may be recorded). It is important to remember that **you** must phone the Landlord Emergency Property Assistance helpline first. Please do not make any arrangements yourself as **we** cannot refund any costs if **you** do not get **our** prior authorisation.
- Tell **us** the policy number, full address (including post code) and renewal date. All of this information appears on the policy schedule.
- Give **us** as much information as possible about what has happened, so **we** can give **you** advice and arrange the most appropriate help for **you**.

Landlord Emergency Property Assistance helpline will arrange for an approved **tradesman** to come to **your property** and deal with the **emergency**. If the **emergency** is listed under 'What is covered', **we** will arrange to pay the **tradesman's** fees (up to the limits of this policy) direct to the **tradesman**. **You** will be responsible for any extra costs, which may or may not be covered under Section 1, Buildings or Section 2, Contents of this policy. If the **emergency** is not listed under 'What is covered', **you** must pay all the **tradesman's** fees.

- If **we** deem the **property** to be uninhabitable and overnight accommodation is required, **we** must approve this first. **You** must pay for the accommodation yourself and send a receipted invoice, including **your** policy number within 30 days of the **emergency** to: Ultra Landlord Emergency Property Assistance, Claims Department, 102 George Street, Croydon CR9 6HD.

Section 5 – Landlord emergency property assistance (optional services)

SECTION 5 – OPTIONAL LANDLORD INSPECTION SERVICES

The following landlord inspection services are optional extras that **we** can include with Section 5 in addition to **your** Landlord Emergency Property Assistance cover:

- **Annual gas safety check (CP12)**

The certificate **you** are required to obtain annually for **your property** under the Gas Safety (Installation and Use) Regulations 1998 which confirms to the **tenant** that the gas fittings and appliance at **your property** are safe to use.

- **Energy performance certificate (EPC)**

The Energy performance certificate **you** are required to obtain before renting to the **tenant**, under the Energy Performance of Buildings (England and Wales) Regulations 2012 for **your property** in England or Wales, or which **you** may be required to obtain under equivalent legislation for **your property** located elsewhere to confirm the energy efficiency performance of the **property**.

If **you** have opted to extend **your** cover and paid the extra cost to include either of these additional services **we** have shown them as included on **your** policy schedule.

HOW TO ARRANGE INSPECTIONS

We will arrange and pay for a **tradesman** to carry out the inspection(s) at **your property** for the additional services **you** have included. To arrange for a **tradesman** to carry out an inspection:

Phone: **+44 (0) 208 603 9404**

Quote **your** policy number – this can be found on **your** current policy schedule.

Lines open 24 hours a day, 365 days a year. Calls may be recorded.

OPTIONAL SERVICE – 1

ANNUAL GAS SAFETY CHECK (CP12)

We will arrange and pay for a **tradesman** to carry out a gas safety check on every gas appliance and flue in **your property** to ensure they are safe to use. The visit will take place at a time convenient to **you** and the **tenant**. A gas safety certificate (CP12) will be issued if the inspection is passed.

WHAT IS INCLUDED

WHAT IS NOT INCLUDED

- No more than one inspection at **your property** during the **period of cover**.
- The cost of any remedial repairs.
- The cost of any re-inspection, following a failed gas safety inspection.
- Components that are shared as part of a **multi-occupancy property**.

OPTIONAL SERVICE – 2

ENERGY PERFORMANCE CERTIFICATE (EPC)

WHAT IS INCLUDED

We will arrange and pay for a **tradesman** to carry out an energy efficiency performance inspection in **your property**. The report will measure the energy use and CO2 emissions and EPC will be issued showing the efficiency rating of **your property** and the report will suggest ways of improving the rating. This EPC is valid for 10 years.

WHAT IS NOT INCLUDED

- The cost of any remedial repairs.
- Components that are shared as part of a **multi-occupancy property**.

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For further information about Home & Legacy Ultra Landlord,
please contact your insurance intermediary or call us on 0344 893 8360.

Visit our website at homeandlegacy.co.uk.



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