

*& home
legacy*

Ultra Landlord

POLICY WORDING



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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.

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).

FOR LEGAL ADVICE & ASSISTANCE

Your policy includes access to LawCare to give advice, on any personal legal matter or matters related to the letting of your property, but not in connection with any disputes that you may have with your letting agent or property managing agent.

Contact LawCare:

From the UK **0330 100 9515**

From overseas **+44 (0) 1455 251 500**

When you call LawCare state you are a **Home & Legacy** landlord insurance policyholder and quote the reference number which is shown on your policy schedule.

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

24-HOUR GLASS REPLACEMENT SERVICE

If your insurance includes buildings cover, you have access to this service which **we** have arranged with Glassolutions.

Contact Glassolutions: **0800 474747**

Glassolutions will bill **us** directly – you pay nothing except your policy excess.

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

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:

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 DEFAULT PROTECTION CLAIMS (SECTIONS 3 & 4 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).

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 are 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.

(For Property Owners Liability cover provided under Section 1, Buildings, Additional Cover – 7 and Section 2, Contents, Additional Cover 8 the balance of any claim over £2,000,000 is underwritten by Barbican Syndicate 1955 at Lloyd's which is managed by Barbican Managing Agency Limited. Barbican Managing Agency Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number is 526140. It is registered in England and Wales under company number 06948515 with its Registered Office at 33 Gracechurch Street, London EC3V 0BT.)

Section 3, Landlord legal expenses is arranged and administered by Cigna Legal Protection which is a trading style of Cigna Insurance Services (Europe) Limited and underwritten by CIGNA Europe Insurance Company S.A-NV. Cigna Legal Protection act on behalf of CIGNA Europe Insurance Company S.A-NV.

Things we need to tell you about

Cigna Insurance Services (Europe) Limited is registered in England and Wales Number 04617110 at 1st Floor, Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB. Cigna Insurance Services (Europe) Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number is 310671.

CIGNA Europe Insurance Company S.A-NV is registered in Belgium with limited liability (Brussels trade register no. 0474624562), Avenue de Cortenbergh 52, 1000 Brussels, Belgium. Subject to the prudential supervision of the National Bank of Belgium, Boulevard de Berlaimont 14, 1000 Brussels (Belgium) and to the supervision of the Financial Services and Markets Authority (FSMA), rue du Congrès 12-14, 1000 Brussels (Belgium), in the field of consumer protection and subject to limited regulation by the Financial Conduct Authority. Financial Services Register number is 207198.

Optional additional cover available under Section 4, Landlord Rent Default Protection is also arranged and administered by Cigna Legal Protection which is a trading style of Cigna Insurance Services (Europe) Limited and underwritten by CIGNA Europe Insurance Company S.A-NV.

Optional additional cover available under Section 5, Landlord Emergency Property Assistance is underwritten by AGA International SA and is administered in the UK by Allianz Global Assistance. Allianz Global Assistance is a trading name of Mondial Assistance (UK) Limited, Registered in England No 1710361. Registered Office 102 George Street, Croydon CR9 6HD. Mondial Assistance (UK) Limited is authorised and regulated by the Financial Conduct Authority.

AGA International SA is authorised by Autorité de Contrôle Prudentiel et Resolution in France and authorised and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority and the Prudential Regulation Authority are available from **us** on request.

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 and/or the provider of the services and/or **Home & Legacy** acting as agent for the insurer(s).

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
Bucks 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** in writing, 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 plus an administration charge to cover **Home & Legacy's** costs.

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 worked out on a proportionate basis for the time for which you have received cover based on the annual premium payable plus the additional charge for administration (subject to Insurance Premium Tax, where applicable). The administration charge to cover **Home & Legacy's** costs is £15.

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
Bucks 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
10th Floor, Beaufort House
15 St Boltolph Street
London EC3A 7QU

Tel: 0207 741 4100

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.

DATA PROTECTION (HOW WE USE YOUR INFORMATION)

For the purposes of the Data Protection Act 1998, **we** are the Data Controllers in relation to any personal data you supply in connection with this cover.

Insurance administration

Information you supply may be used for the purposes of insurance administration (including claims processing and payment), by **us**, **our** associated companies, service providers and agents, by reinsurers, **Home & Legacy** and your insurance intermediary. The information may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing **our** compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration.

If you give **us** information about another person, in doing so you confirm that they have given you permission to provide it to **us** and for **us** to be able to process their personal data (including sensitive personal data, for example information about criminal convictions, or health or medical conditions) and that you have told them who **we** are and what **we** will use their data for as set out in this notice.

In assessing any claims made, **we** or **our** agents may do checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for **us** (such as loss adjusters or investigators, professional advisers or mediation companies).

If you believe that **we** are holding inaccurate information about you please contact us. **We** will be happy to correct any errors.

With limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you. If you would like to find out more about this, contact:

Things we need to tell you about

The Data Protection Officer
Home and Legacy Insurance Services Limited
500 Avebury Boulevard
Milton Keynes
Bucks MK9 2LA

Email: info@homeandlegacy.co.uk

Credit searches and accounting

In considering your application, to assess insurance risk, to prevent fraud, to check your identity and to maintain policy records, **we** may search files made available to **us** by credit reference agencies who may keep a record of that search. **We** may also pass to credit reference agencies information **we** hold about you and your payment record. The information may be used by other credit lenders for making credit decisions about you and the people with whom you are financially associated for fraud prevention, money laundering prevention and for tracing debtors.

Credit reference agencies share information with other organisations enabling applications for financial products to be assessed or to assist the tracing of debtors or to prevent fraud.

We may ask credit reference agencies to give a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by **us**, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

Sensitive data

In order to assess the terms of the insurance contract or administer claims which arise, **we** may need to collect data which the Data Protection Act defines as sensitive (such as criminal convictions or information about health or medical conditions). By proceeding with this application you will signify your consent to this information being processed by **us** or **our** agents.

Fraud prevention and detection

In order to prevent and detect fraud **we** may at any time:

- share information about you with other organisations and public bodies including the Police;
- do credit searches and additional fraud searches;
- check and/or file your details (including details of any injuries) with fraud prevention agencies and or on registers of claims that are shared with insurers, and if you give **us** false or inaccurate information and fraud is suspected, it will be recorded.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;

- trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- check your identity to prevent money laundering, unless you furnish **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

CUSTOMER SATISFACTION SURVEYS

We aim to continuously improve the services **we** offer to our customers. Occasionally **we** carry out customer satisfaction surveys which may be for **our** own benefit or for more general interest, and **we** may need to collect further information about you in connection with them. Surveys will usually be carried out by **us** but in some circumstances **we** will use an external firm. Your participation in such a survey is entirely optional but your help and feedback would be appreciated.

IF YOU ARE NOT SATISFIED

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 Customer Satisfaction Manager
Home and Legacy Insurance Services Limited
500 Avebury Boulevard
Milton Keynes
Bucks 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.

Things we need to tell you about

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. The Financial Ombudsman Service can be contacted at:

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

Telephone: 0300 123 9 123

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

The Ombudsman will only consider your complaint if you have already given **us** the opportunity to resolve it.

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

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:

- i 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; or
- ii an agreement with a Limited Company or where the annual income exceeds the Assured Shorthold Tenancy maximum limit.

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 where the soil is in a permanent state of saturation. The table may rise or fall depending on the level of precipitation that infiltrates from upper layers 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 and/or **Home & Legacy** when acting as agent on behalf of the insurers.

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 42 to 50.

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 51.

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 42 to 43.

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 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 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

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

WHAT IS NOT COVERED

- 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

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.

WHAT IS NOT COVERED

- 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

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

WHAT IS NOT COVERED

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

Section 1 – Buildings

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.

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.

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.

Section 1 – Buildings

ADDITIONAL COVER 7 & ADDITIONAL COVER 8

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

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 51.

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 COVERED BY OPTIONAL EXTENSIONS 1 OR 2

The amount **we** will pay will be calculated by deducting the **excess**, and 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 42 to 50.

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 51.

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 42 to 43.

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 The **contents** being hit by:

IMPACT

- 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 or attempted theft.

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 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 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

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**.

WHAT IS NOT
COVERED

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 51.

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 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 also apply to all other Sections of this policy (including the optional Sections 4, Landlord Rent Default Protection and Section 5, Landlord Emergency Property Assistance, if included) unless stated otherwise below.

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;
- any disputes or disagreements with **your tenant**; (applies for Section 3, Landlord Legal Expenses and if included Section 4, Landlord Rent Default Protection);
- if **you** have not been able to obtain for each **tenant** or each **guarantor** (if required) a satisfactory written **financial reference** or a credit reference and one other satisfactory written reference; (applies for Section 3, Landlord Legal Expenses and if included Section 4, Landlord Rent Default Protection)
- any changes to the amount of **rent** paid. (applies for Section 4, Landlord Rent Default Protection).

Section 1 – Buildings & Section 2 – Contents

GENERAL CONDITIONS (CONT)

We may re-assess **your** cover and premiums when **we** are told about changes in **your** circumstances or information. 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.

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. The administration charge to cover **Home & Legacy's** costs will not apply.

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.

- **Fraud**

If **you** or anyone acting on **your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, **you** will forfeit all rights under the policy and all cover will cease.

In such circumstances, **we** retain the right to keep the premium paid.

- **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.

- **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 there are grounds to do so by sending **you** 14 days' notice in writing by recorded delivery to **your** last known address.

We may cancel **your** policy if:

- **we** are made aware of changes in **your** circumstances or information which mean that it is not possible for **us** to continue to provide cover under this policy;
- **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** have not fully complied within the time period **we** specify to **you** in writing;
- any additional terms and conditions which **we** set out as a requirement for providing **your** insurance cover, by including an endorsement to **your** policy, where such additional terms and conditions 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;
- if **we** discover that **you** misrepresented information or facts **you** gave us for the purpose of providing the insurance cover under **your** 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 it would have led to **us** not entering into the insurance contract in the first place.

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 an event has occurred which could result in a claim, in which case **we** will be entitled to retain the premium due for the period of insurance.

If **we** cancel **your** policy the administration charge to cover **Home & Legacy's** costs will not apply.

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.

We also reserve the right to terminate **your** policy in the event that there is a default in instalment payments due under any linked loan agreement by sending **you** 14 days notice in writing to **your** last known address.

If **we** cancel **your** policy all Sections and any optional additional Sections you have selected (Landlord Rent Default 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.

Section 1 – Buildings & Section 2 – Contents

GENERAL CONDITIONS (CONT)

- **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)

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).

• 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.

Section 1 – Buildings & Section 2 – Contents

GENERAL CONDITIONS (CONT)

- **Your duty when you have a claim** (applies for Section 1, Buildings and Section 2, Contents)

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 50.
- 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.

Some of the words and/or phrases **we** have used apply only for, Part 2, Identity Fraud, Part 3, Health & Safety or Part 4, Tax Disputes, of this Section. **We** have indicated below where the words and/or phrases used refer specifically to these Parts. Unless **we** have indicated otherwise below the words and meanings shown will apply for the whole of Section 3.

Agent

A letting agent or firm appointed by **you** and acting on **your** behalf in respect of **your property** shown in **your** policy schedule;

Any one claim (applies for Part 1, Disputes, Part 3, Health & Safety and Part 4, Tax Disputes)

All **legal proceedings** (including any appeal against judgment) arising from or relating to the same original cause, event, series of events or circumstance shall be regarded as one claim;

Business (applies for Part 3, Health & Safety and Part 4, Tax Disputes)
Owning the **property** shown as insured in **your** policy schedule;

Cigna Legal Protection

A trading style of Cigna Insurance Services (Europe) Limited who act on behalf of CIGNA Europe Insurance Company S.A.-NV. who underwrite the cover for Section 3;

Court (applies for Part 3, Health & Safety and Part 4, Tax Disputes)

A **court** or other competent authority;

Employee (applies for Part 3, Health & Safety and Part 4, Tax Disputes)

Any person employed under a contract of service or apprenticeship with **you** in connection with **your business**. This includes any trainee under **your** control in connection with a government-approved training scheme;

Equipment (applies for Part 3, Health & Safety and Part 4, Tax Disputes)

Computers and anything else which contains a microchip. Computers include hardware, software, data, electronic data processing **equipment**, microchips (including integrated circuits) and micro controllers, and any other computing and electronic equipment linked to a computer;

Excess

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

Financial reference

The references obtained for the **tenant** and/or **guarantor** that are acceptable to **us** for the purposes of the insurance provided under Section 3 being:

- 1 A standard credit check obtained from a credit referencing company on the **tenant** or **guarantor** which confirms the following:
 - acceptable risk or credit scores;
 - acceptable electoral roll information, or if electoral roll information is not available suitable documentary evidence to confirm proof of residency; and
 - no previous bankruptcies or any county court judgments over £500 recorded.
- 2 A detailed employers reference for the **tenant** or **guarantor** which confirms:
 - that the **tenant** or **guarantor** has been employed with the same employer for a minimum of six (6) months;
 - the **tenants** or **guarantors** annual gross salary,
 - the position held; and
 - that the post is permanent.
- 3 For a self-employed **tenant**, an accountants or legal representatives reference, but this will only be accepted if the nominated person or business has acted for the **tenant** or **guarantor** for a minimum of twelve (12) months, which confirms:
 - the **tenants** or **guarantors** annual gross income; and
 - that the **tenant** or **guarantor** is considered to be financially able to meet their **rent** commitment for the term of the **tenancy agreement**;

Guarantor

A person or a business which has entered into a written agreement to agree to pay or to perform the duties of the **tenant** under the terms of the **tenancy agreement** should the **tenant** fail to do so;

Identity fraud (applies for Part 2, Identity fraud)

A person or a group of persons knowingly using a means of identification belonging to **you** without **your** knowledge or authorisation with the intention of committing or helping someone else to commit an illegal act. An act or a series of acts, against **you** by one individual or group of persons is considered to be one **identity fraud**;

Legal costs and expenses – 1 (applies for Part 1, Disputes and Part 2, Identity fraud)

Legal fees, costs and disbursements reasonably and properly incurred by the **legal representative**;

Section 3 – Landlord legal expenses

Legal costs and expenses – 2 (applies for Part 3, Health & Safety and Part 4, Tax Disputes)

1 Fees

Any fees and disbursements reasonably and properly incurred by the **legal representative**, or by **us**, in connection with any **legal proceedings**.

2 Costs

Any costs payable by **you** following:

- an award of costs by any **court**; or
- an out-of-court settlement made in connection with any **legal proceedings**. **You** must have obtained **our** written agreement to any such settlement in accordance with Claims Settlement Condition 2 g) on page 71;

Legal proceedings (applies for Part 3, Health & Safety and Part 4, Tax Disputes)

The pursuit or defence of legal or taxation disputes;

Legal representative (applies for Part 1, Disputes)

The solicitor or other suitably qualified representative, who has been approved by **Home & Legacy**, and appointed under this policy to represent **you**;

Legal representative (applies for Part 3, Health & Safety and Part 4, Tax Disputes)

A solicitor, consultant, or any other appropriately qualified person approved by **us** and who is appointed to act in a professional capacity for **you** in accordance with the terms and conditions of Part 2, Part 3 or Part 4 of Section 3. Where **you** have chosen **your** own representative **we** will only pay **standard legal expenses** (see Claims Settlement Condition 2 a) ii on page 70;

Property

Your property shown as covered under this policy on **your** policy schedule and in the **tenancy agreement**;

Reasonable prospects of success

There are **reasonable prospects of success** if at all times during **your** legal action the **legal representative** considers there is a 51 percent or better chance that the legal action would be decided in **your** favour (this includes making a successful appeal or successfully defending an appeal) or if **you** are seeking a recovery, that **you** are likely to make that recovery. **We** explain in more detail how **we** will decide if **your** legal action has **reasonable prospects of success** under 'Important information about prospects of success' on page 56;

Rent

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

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:

- 1 an Assured Shorthold Tenancy as defined in the Housing Act 1988 and corresponding legislation in Scotland and any amending legislation; or
- 2 an agreement with a Limited Company or where the annual income exceeds the Assured Shorthold Tenancy maximum limit;

Standard legal expenses (applies for Part 3, Health & Safety and Part 4, Tax Disputes)

The usual **fees** that would be incurred by **us** in nominating a **legal representative** of **our** choice;

Tenancy deposit

The sum of money paid by the **tenant**, or on behalf of the **tenant**, to **you** or **your agent** under the **tenancy agreement**, as security against the performance obligations of the **tenant** under the **tenancy agreement**, the discharge of any liabilities, and any damage to **your property** and/or non-payment of **rent** during the tenancy which is registered with a statutory **tenancy deposit protection scheme** in accordance with statutory requirements;

Tenancy deposit scheme

A 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 businesses 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;

Vacant possession

Surrender of **your property** by the **tenant** with the keys returned to **you** or **your agent**; abandonment of **your property** by the **tenant**; or the eviction of the **tenant** through the court process;

Section 3 – Landlord legal expenses

We/Our/Us

Cigna Legal Protection and/or **Home & Legacy** when acting as agent on behalf of **Cigna Legal Protection**;

You/Your

The person(s) or businesses named in the policy schedule as the insured;

You/Your (applies for Part 3, Health & Safety)

The person(s) or businesses named in the policy schedule as the insured and at **your** request in respect of Part 3, a director, partner or **employee**.

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 the General Conditions and Claims Settlement Conditions that are applicable for Section 3.

The General Conditions and Claims Settlement Conditions that apply to Section 3 can be found on pages 67 to 73. These are very important as they include the obligations required of **you** before letting **your property** to ensure **your** cover under Section 3, Part 1 of this policy is valid.

Details of how to make a claim under Section 3 can be found on page 73.

Please note – claims you submit under Part 1, Disputes must be reported to **Home & Legacy** without delay and within thirty (30) days of becoming aware of any circumstances that mean **you** may need to make a claim.

Important information about reasonable prospects of success

If **you** submit a claim, at all times during **your** legal action **reasonable prospects of success** must exist in order for **us** to begin, and continue, providing cover under Section 3, Landlord Legal Expenses.

In order for **us** to decide whether **reasonable prospects of success** exist **we** will seek the opinion of the **legal Representative**. If **we** and the legal representative do not agree on whether reasonable prospects of success exist, **we** will also seek the opinion of any other legally qualified advisor or other expert appropriate to **your** claim that **we** feel it is necessary to consult. If **we** believe that **reasonable prospects of success** do not exist **we** will end **your** claim.

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 will be £60,000, unless a different limit of cover is stated in this policy document for an event that is covered by Section 3.

PART 1 – DISPUTES
COVER 1 – LANDLORD
LEGAL EXPENSES
WHAT IS COVERED

We will pay **legal costs and expenses** of **you** taking legal action:

- a) to secure an eviction of the **tenant**, unauthorised occupants, or squatters from **your property**;
- b) to recover amounts owed to **you** by the **tenant** in respect of **your property**; or
- c) to defend legal action taken against **you** by the **tenant** in connection with the letting of **your property**;

if any of the following events occur.

- There is a dispute between **you** and **your tenant** under the terms and conditions of the **tenancy agreement**. This includes disputes that arise when:
 - the **tenant** leaves **your property** before the end of the term of the **tenancy agreement**, without giving **you** or **your agent** proper notice;
 - the **tenant** or their **guarantor** has not paid **rent** owed to **you**;
 - the **tenant** refuses to return **your property** to **you** at the end of the **tenancy agreement**; or when **rent** owed to **you** has not been paid, even though **you** have acted in accordance with all legal requirements;
 - the **tenant** has maliciously or intentionally damaged **your property**;
 - there is a dispute over the **tenancy deposit** at the end of the **tenancy agreement**.
- **Your tenant** alleges that **you** have not met **your** obligations under the terms of the **tenancy agreement** and takes legal action against **you**.
- **Your property** is occupied by unauthorised occupants or squatters.

We will provide this cover as long as:

- the legal action is brought within the **territorial limits**;
- **we** have given our written agreement; and
- **reasonable prospects of success** exist (for further information about **reasonable prospects of success** refer to 'Important information about prospects of success' on page 56).

Section 3 – Landlord legal expenses

WHAT IS NOT COVERED

We do not provide cover;

- 1 for any dispute which starts within thirty (30) days of the date **you** first take out this policy, if the **tenancy agreement** was in force before the policy started (this does not apply if **you** had similar cover under another policy up to the date **you** first take out this policy.) In the event of a claim **we** reserve the right to ask **you** to produce documentary evidence to confirm that similar cover was in place before **your** cover under this policy started;
- 2 for any disputes for amounts of less than £250;
- 3 for any claims notified to **Home & Legacy** later than thirty (30) days after the event. (Any circumstances that could result in a claim should be notified to **Home & Legacy** as soon as possible after **you** or **your agent** first become aware of any circumstances that might result in you needing to make a claim. Do not delay in contacting **Home & Legacy**);
- 4 if there is not a written **tenancy agreement** that complies with all the requirements of any relevant legislation and statutory instruments;
- 5 if there is a joint tenancy, where each **tenant** is not held equally and jointly responsible for the all the commitments required by them under the terms of the **tenancy agreement**;
- 6 if **you** or **your agent** has not collected, before the start of the **tenancy agreement**, a **tenancy deposit** that is at least equivalent to one (1) month's **rent** in cleared funds and arranged for this to be held in accordance with requirements of any required **tenancy deposit** legislation;
- 7 where **you** or **your agent** have not taken a detailed inventory of the contents and condition of **your property** before the start of the **tenancy agreement**;
- 8 for the cost of defending a dispute that arises from or relates to actual or alleged dishonesty, fraud or malicious conduct by **you**, unless the legal action is successfully defended;
- 9 for **legal costs and expenses you** incur before **Home & Legacy** has accepted **your** claim;
- 10 for any disputes when, before the start of the **tenancy agreement**, the **tenant** or their **guarantor**, (if applicable), has not meet the requirements below:
 - i where for a **tenant** who is in receipt of Housing Benefit or Local Housing Allowance or who is a full-time student, there is not a **guarantor** who meets the requirements under iv below;
 - ii where for any person who is named on the **tenancy agreement** as a **tenant** who is not contributing towards **rent**, **you** or **your agent** has not obtained at least one written reference for them. This does not have to be a financial reference;

WHAT IS NOT COVERED (CONT)

iii where for all other categories of **tenant** for each **tenant**:

- the monthly **rent** for **your property** exceeds forty (40) per cent of the **tenants** gross income;
- **you** have not seen at least two (2) valid forms of identification one of which must be photographic; and
- **you** have not obtained before letting **your property** to the **tenant** a minimum of two (2) references, one of which must be a **financial reference**.

iv where for **guarantors** where:

- the monthly **rent** for **your property** exceeds thirty (30) per cent of the **guarantors** gross income;
- the **guarantor** has not entered into a legally binding written guarantee covenant in respect of the **tenancy agreement**;
- **you** have not obtained an acceptable **financial reference** for the **guarantor**;

11 if the **tenancy agreement** started more than sixty (60) days after **you** obtained acceptable references on the **tenant** or their **guarantor**, (if required);

12 for any disputes or circumstances that **you** knew about or should have known about, before the period of insurance begins which results in a claim;

13 for any disputes with **your agent** or arising out of a contract that **you** have with any person(s) or organisation other than the **tenant**;

14 for any disputes that do not start within the period of insurance shown on **your** policy schedule;

15 for any disputes where the legal action cannot be brought within the **territorial limits**;

16 for any disputes where **you** do not have a **reasonable prospects of successfully** recovering damages;

17 for any disputes where **you** know that **you** are able to settle the dispute in another way directly with the **tenant**;

18 for **your tenants** or any opponents legal costs and/or awards made by order of a court settlement or discontinuance;

19 for any disputes that arise because **you** have not complied with statutory legislation and other legal requirements related to the letting of **your property**;

20 for damages, fines or penalties of any nature incurred by **you** following any legal proceedings.

See also the Claims Settlement Conditions that apply for Section 3, Disputes which can be found on page 69.

Section 3 – Landlord legal expenses

COVER 2 – ALTERNATIVE ACCOMMODATION

WHAT IS COVERED

We will pay an amount towards **your** alternative accommodation costs for the period after the **tenancy agreement** has ended until the date **vacant possession** is obtained, subject to a maximum period of thirty (30) days, where:

- **you** cannot regain possession of **your property** because of the nuisance caused by, or acts of, the **tenant**; and
- **you** have no other suitable accommodation available during this period.

The cover for alternative accommodation costs only applies where there is a claim under this policy which **we** have agreed to cover.

Limit of cover

A maximum of £50 per day or £1,500 **any one claim**.

COVER 3 – WITNESS ATTENDANCE ALLOWANCE

WHAT IS COVERED

We will pay witness attendance allowance which applies when **you** or **your agents** employees, directors or partners are absent from work because of attendance at court in connection with an insured event as:

- a witness at the request of the **legal representative**; or
- a defendant at any court, tribunal or arbitration hearing.

The witness attendance allowance applies where there is a claim under this policy which **we** have agreed to cover.

Limit of cover

£100 per person per full day, up to a maximum of £1,000 **any one claim**.

PART 2 – IDENTITY FRAUD

WHAT IS COVERED

We will pay **legal costs and expenses you** incur if **you** become aware of and can substantiate that **you** have suffered as a result of **identity fraud** during the period of insurance.

We will pay **you**:

- **legal costs and expenses** to defend any legal proceedings brought against **you** by businesses or their collection agencies as a direct result of **identity fraud**;
- telephone and postal expenses for calls to police, financial institutions, law enforcement and credit agencies;
- expenses incurred to authenticate legal documents for the police or other law enforcement agencies, financial institutions and credit agencies to prove **your** innocence regarding any financial irregularities committed unlawfully;
- expenses incurred to remove any criminal or civil judgments wrongly entered against **you**, and to challenge the accuracy of information regarding **your** consumer credit report;
- any loan re-application fees **you** incur following the rejection of a loan application due to incorrect credit information caused by **identity fraud**.

We will provide this cover as long as **we** have given **our** written agreement in advance.

Limit of cover

£5,000 (including any VAT) during any one period of insurance.

WHAT IS NOT COVERED

- Any expenses incurred without obtaining **our** agreement in advance.
- Any claim submitted as a victim of **identity fraud** which occurred before the start of the period of insurance.
- **Identity fraud** which has been carried out by someone living with **you**.

Section 3 – Landlord legal expenses

PART 3 – HEALTH & SAFETY

COVER 1 – HEALTH & SAFETY AT WORK

WHAT IS COVERED

We will pay **legal costs and expenses you** incur within the jurisdiction of a **court** of **you** defending any actual or alleged act or omission by **you** arising from the conduct of **your business** following an incident which results in the service of an improvement, prohibition or suspension notice under The Health and Safety at Work, etc. Act 1974.

We will provide this cover as long as:

- **we** have given **our** written agreement;
- the **legal proceedings** are brought within the **territorial limits**; and
- the alleged act or omission by **you** or the improvement, prohibition or suspension notice relates to **your property**.

WHAT IS NOT COVERED

We will not pay **legal costs and expenses** arising from or relating to:

- the ownership, possession, hiring or use of a vehicle;
- any alleged deliberate or intentional act by **you** unless charges are dismissed or **you** are acquitted.

COVER 2 – SAFETY PROSECUTIONS

WHAT IS COVERED

We will pay **legal costs and expenses you** incur to defend **legal proceedings** being brought against **you** for criminal prosecutions in relation to **your property** under:

- The Furniture and Furnishings (Fire) (Safety) Regulations 1988;
- The Gas Safety (Installation and Use) Regulations 1998;
- The Electrical Equipment (Safety) Regulations 1994;

or any replacement or equivalent Regulations operating within the **territorial limits**.

The cover **we** provide also includes the **legal costs and expenses** of making an appeal.

We will provide this cover as long as:

- **we** have given **our** written agreement;
- the **legal proceedings** are brought within the **territorial limits**;
- **you** have taken reasonable steps to comply with the Regulations and kept evidence of compliance.

WHAT IS NOT COVERED

We will not pay **legal costs and expenses** arising from or relating to:

- any deliberate or intentional act by **you** or any **employee**;
- any awards of costs against **you** by a **court** following criminal proceedings;
- criminal activities of the **tenant**.

PART 4 – TAX DISPUTES WHAT IS COVERED

We will pay **legal costs and expenses you** incur within the jurisdiction of a **court** that arise from the conduct of **your business**, to defend legal action in respect of:

- entering a response to an in-depth accounts investigation or a full enquiry by HM Revenue and Customs (HMRC) into a self-assessment return. The cover **we** provide also includes responding at any appeal or tribunal hearing;
- entering a response to an examination by HMRC following a compliance inspection to check **your** Tax affairs which arose from and related to an expression of dissatisfaction with **your** PAYE or National Insurance Contributions;
- an appeal against a written VAT decision or assessment issued by HMRC. This includes the review procedure and any VAT Tribunal.

Section 3 – Landlord legal expenses

WHAT IS NOT COVERED

We will not pay **legal costs and expenses** arising from or relating to:

- 1 any tax avoidance scheme undertaken by **you**;
- 2 an enquiry under Section 60 or 61 of the VAT Act 1994 or any enquiry where fraud is suspected such as those carried out by HMRC Special Investigations, or HMRC Criminal Investigations, or carried out under Codes of Practice 8 or 9;
- 3 any investigation or inspection that commenced before the start of this policy;
- 4 any work in connection with the normal reconciliation of annual accounts and VAT returns where such reconciliation has not been undertaken before the dispute or investigation arising;
- 5 **your** actual or alleged misstatement with intent to deceive contained in any relevant **business** books, records or returns. If such intent to deceive is shown the insurer shall be entitled to recover such costs as it has actually provided;
- 6 any issue of law, practice or procedure not directly connected with the particular investigation, dispute or **legal proceedings** which are the subject of a claim under this policy;
- 7 any investigation or enquiry where the accounts submitted are being investigated solely because earlier books, records or returns have been investigated or are already under investigation;
- 8 disputes where any returns have been submitted in a penalty position except where a return is rendered within six months of the last filing date and HMRC has accepted that there was a reasonable excuse for the delay;
- 9 any criminal prosecution.

GENERAL EXCLUSIONS
THAT APPLY TO,
PART 3, HEALTH &
SAFETY & PART 4,
TAX DISPUTES

In addition to the exclusions described in 'What is not covered' by Part 3 or Part 4 the insurer shall not be liable for **legal costs and expenses** in respect of:

- 1 any matter to which **we** have not given **our** written consent;
- 2 any claim which **you** do not report to **us** as soon as possible after **you** become aware of the event or later than six (6) months after its occurrence;
- 3 the defence of any civil **legal proceedings** made or brought against **you** arising from any actual or alleged:
 - i death, bodily injury, disease or illness of any person;
 - ii loss, destruction or damage to any property;
 - iii breach of any professional duty;
 - iv breach of any duty owed as a director or officer of any company. This does not apply where the actual or alleged breach relates to taxation disputes and cover is provided under Part 4, Taxation Disputes;
- 4 any non-contentious matters (matters not likely to result in **legal proceedings**);
- 5 any **legal costs and expenses** that are in excess of the **standard legal expenses** where **you** have nominated **your** own representative to act as the **legal representative**;
- 6 any **legal proceedings** brought or transferred outside the **territorial limits**;
- 7 any legal proceedings where a reasonable estimate of the likely irrecoverable element of any **legal costs and expenses** to be paid would exceed a realistic financial valuation of **your** claim;
- 8 any **legal proceedings** where **you** have been compensated or are entitled to be compensated by any other insurance policy or any policy which **you** are required to hold by law;
- 9 any actual or alleged act, omission or dispute occurring before, or existing before the start date or renewal date of this policy and which **you** knew (or ought reasonably to have known) was likely to give rise to **legal proceedings**;
- 10 any **legal proceedings** arising from:
 - i **your** intentional wrongdoing; or
 - ii an act or omission with reckless disregard as to its consequences;

Section 3 – Landlord legal expenses

GENERAL EXCLUSIONS THAT APPLY TO, PART 3, HEALTH & SAFETY & PART 4, TAX DISPUTES (CONT)

- 11 any dispute between **you** and any subsidiary, parent, associated or sister company or between shareholders, directors, partners or any other person who is or would be entitled to compensation at **your** request;
- 12 damages, fines or penalties of any nature incurred by **you** in **legal proceedings**;
- 13 the defence of any **legal proceedings** arising from or relating to any actual or alleged dishonesty, fraud or malicious conduct unless such proceedings are successfully defended;
- 14 the pursuit or defence of a dispute arising out of written or verbal remarks **you** believe have damaged **your** reputation;
- 15 the pursuit or defence of any **legal proceedings** relating to patents, copyrights, design rights, moral rights, trade or service marks, registered designs, passing off, trade secrets or confidential information;
- 16 the pursuit or defence of **legal proceedings** between **you** and a central or local government authority concerning the imposition of statutory charges except where an appeal is allowed at law;
- 17 any application for judicial review;
- 18 the defence of any **legal proceedings** arising from or relating to see page, pollution or contamination of any kind;
- 19 any **legal proceedings** arising directly or indirectly from:
 - i **equipment** failing correctly to recognise data representing a date in such a way that it does not work properly or at all;
 - ii computer viruses, including any program or software which prevents any operating system, computer program or software working properly or at all.

This does not apply to any claim relating to compensation for bodily injury.
- 20 any **legal proceedings** directly or indirectly caused by, contributed to, or arising from:
 - i ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

GENERAL
CONDITIONS THAT
APPLY TO THE WHOLE
OF SECTION 3

The General Conditions **we** have shown below apply in addition to those shown for Section 1, Buildings and Section 2, Contents which can be found on pages 44 to 50.

- **Changes to circumstances and information**

You should refer to the General Condition 'changes to circumstance and information' shown for Section 1, Buildings and Section 2, Contents – see pages 44 and 45, which also applies for Section 3 of this policy.

The following changes to circumstances or information are specific to the cover provided by the insurer under Section 3, Landlord Legal Expenses.

You must tell **Home & Legacy**:

- about any disputes or disagreements **you** have with **your tenant**;
- if you have not been able to obtain for each **tenant** or each **guarantor** (if required) a satisfactory written **financial reference** or a credit reference and one other satisfactory written reference.

If **you** are unsure whether other changes of circumstances or information might affect the cover provided under Section 3 of this policy, **you** should contact **your** insurance intermediary or **Home & Legacy**.

- **Disputes**

Any dispute between **you** and the insurer may be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties. Failing agreement the arbitrator shall be nominated by the President of the appropriate Law Society, Bar Council or other professional body within the **territorial limits**.

The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of the insurer, **your** costs shall not be recoverable under this policy.

You can still use the complaints procedure shown on page 13 of this policy – 'if you are not satisfied'.

- **Record Keeping** (applies for Section 3, Part 4, Tax Disputes)

You must take all reasonable care in keeping **business** books, records and accounts. Tax returns are to be submitted without undue delay and accounts and related taxation computations are to be submitted to the proper government department within the statutory period laid down at the end of the relevant period of account.

Section 3 – Landlord legal expenses

CLAIMS SETTLEMENT CONDITIONS THAT APPLY TO SECTION 3, PART 1, DISPUTES

You must keep to the following Claims Settlement Conditions to have the full protection of Section 3, Part 1. If **you** do not, and if the Claims Settlement Condition **you** have not kept to relates to a claim **you** have made, **we** may refuse or withdraw from the claim.

Action you must take

You must:

- 1 notify **Home & Legacy** no later than thirty (30) days after becoming aware an event or any circumstances that may result in a claim;
- 2 complete a claim form (if requested) and supply the following and any other documentation **we** may request from **you** at a later date:
 - copy of the **tenancy agreement** and **guarantor** covenant (if applicable);
 - copy of the **rent** schedule detailing the **rent** due and the dates any **rent** payments were received;
 - copy of all references and if applicable other supporting documentation such as proof of residency obtained by **you** for the **tenant** and **guarantor** (if applicable) before the start of the **tenancy agreement**;
 - copy of any correspondence with the **tenant** in connection with **rent** arrears; and
 - if **your** claim relates to an event which occurs within the first thirty (30) days of the cover start date and there was an existing **tenancy agreement** in place, a copy of **your** previous insurance certificate or policy schedule;
- 3 contact or make arrangements for **your agent** to contact the **tenant** if they have not paid **you** or **your agent rent** due within seven (7) days of the **rent** due date to establish the reason why;
- 4 contact or make arrangements for **your agent** to contact the **tenant** again if **rent** due remains unpaid fourteen (14) days after the **rent** due date and to notify **Home & Legacy** of the situation;
- 5 notify **Home & Legacy** without delay if **you** or **your agent** receives payment or part payment of **rent** due from the **tenant** or the **guarantor** at any time after **you** have notified **Home & Legacy**;
- 6 let **us** instruct a **legal representative** to take action to gain **vacant possession** of **your property**;
- 7 prepare or arrange for **your agent** or an inventory clerk to prepare the following as soon as **vacant possession** of **your property** is obtained:
 - a detailed inventory of the contents and condition of **your property**;
 - a schedule of any damage, if applicable;

- 8 accept that any decision over the allocation of the **tenancy deposit** made by the administrator of the **tenancy deposit scheme**, or in the event of a dispute, the appointed adjudicator for the **tenancy deposit scheme**, will be final and binding;
- 9 provide **Home & Legacy** with written details of the allocation of the **tenancy deposit** and agree that any balance of the **tenancy deposit** remaining will be forwarded to **us** if it is required to reduce any **legal costs and expenses we** have incurred;
- 10 to accept that **we** have the right, at **our** discretion to pursue the recovery of any **legal costs and expenses we** have paid, by taking legal action against the **tenant** or their **guarantor** in **your** name, and agreeing to assist **us** if requested;
- 11 to agree to attend or for **your agent** to attend any court hearing at **your** expense after **vacant possession** of **your property** has been obtained to seek money judgment orders, if required;
- 12 to accept that if **we** make a recovery from the **tenant** or their **guarantor** after taking legal action against them that any amounts received will be used to reduce outlay **we** have incurred for **legal costs and expenses**, after which, if any balance is remaining, it will be paid to **you**.

**CLAIMS SETTLEMENT
CONDITIONS THAT
APPLY TO SECTION 3,
PART 3 – HEALTH &
SAFETY & PART 4 –
TAX DISPUTES**

You must keep to the following Claims Settlement Conditions to have the full protection of Section 3, Parts 3 and 4.

1 Appeal Procedure

Our consent must be obtained if **you** wish to appeal against the judgment of a **court**. A written application must be submitted to **us** at least ten (10) working days before the final date for lodging the appeal. The application must state the reasons for bringing the appeal. **We** will inform **you** of **our** decision.

You must co-operate in an appeal against the judgment of a **court** at **our** request.

2 Conduct of legal proceedings

a) Nomination of the legal representative

- i In respect of any and all claims where the insurer may be liable to pay an award of compensation, **we** have the right to choose the **legal representative**.

Section 3 – Landlord legal expenses

CLAIMS SETTLEMENT CONDITIONS THAT APPLY TO SECTION 3, PART 3 – HEALTH & SAFETY & PART 4 – TAX DISPUTES (CONT)

- ii In respect of all other claims covered by the policy:

At the point where **court** papers need to be issued (or have been received), or where there is a conflict of interest, **you** are free to choose a suitably qualified **legal representative**.

Where **you** have selected a **legal representative** of **your** own choice then, **we** will only pay **standard legal expenses**. Any amount in excess of the **standard legal expenses** will be **your** responsibility.

In selecting the **legal representative** **you** shall have a duty to minimise the cost of **legal proceedings**.

We may choose not to accept a **legal representative** chosen by **you**. If this occurs **we** will explain why. If there is a disagreement over the choice of **legal representative** in these circumstances, **you** may choose another suitably qualified person and submit the name of that person to **us** for consideration. If **we** cannot agree on a **legal representative** or whether **legal proceedings** are necessary **you** can take the matter to an independent arbitrator. The arbitration process is set out in the General Condition 'Disputes' that applies for Section 3, see page 67.

In all circumstances except those described in 2 a) ii above, **we** shall choose a **legal representative** to act on **your** behalf.

If **your** choice of **legal representative** has to undertake work to familiarise themselves with the work already undertaken on the case, **we** will not pay for this work to be done.

- iii In the period before **we** agree that **legal proceedings** are necessary **we** reserve the right to seek to obtain a settlement on **your** behalf. The settlement will be subject to **your** agreement, which **you** will not unreasonably refuse.

Any **legal representative** is appointed in **your** name to act for **you**.

b) All information to be given to the legal representative

The **legal representative** must be given all information and assistance required. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in **your** possession. **You** must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested. **You** owe the same obligations to **us** as to the **legal representative**.

c) Access to the legal representative

We are entitled to obtain from **your legal representative** any information, documents, or advice relating to a claim under Section 3, Part 3 or Part 4 of this policy, whether or not privileged. On request **you** will give any instructions necessary to ensure such access.

d) Instruction of counsel or appointment of expert witnesses

If the **legal representative** wishes to instruct counsel or appoint expert witnesses **we** will not unreasonably withhold **our** consent. The names of counsel or the expert witnesses must be submitted to **us** together with an explanation of the necessity for such action.

e) Where a claim for the amount in dispute is unlikely to exceed the small claims track limit

Where a claim for the amount in dispute is unlikely to exceed the small claims track limit **we** may carry out **our** own investigation and may attempt to negotiate a settlement. **You** will not unreasonably withhold agreement to any such settlement.

f) Our right to pay you instead of paying legal costs and expenses

We may elect to pay **you** a reasonable sum not exceeding the realistic estimated value of any claim instead of paying any **legal costs and expenses**. Such a decision will be entirely at **our** discretion and will be in full and final settlement of **your** claim.

g) Offer of settlement

You must inform **us** in writing as soon as an offer to settle **legal proceedings** is received or a payment into court is made. **You** will not unreasonably withhold consent to the **legal representative** making an offer to settle the **legal proceedings**.

You must not enter or offer to enter into any agreement to settle without **our** prior written consent. Any such agreement must take into account the insurers interest in the recovery of costs.

If **you** unreasonably withhold agreement to a settlement **we** reserve the right to withdraw **our** support.

h) Withdrawal by you

Where the insurer has paid for **legal costs and expenses** and **you** withdraw from the **legal proceedings** without **our** agreement, the insurer shall be entitled to reimbursement of all **legal costs and expenses** paid.

i) Payment of legal costs and expenses

All bills relating to any **legal proceedings** which **you** receive from the **legal representative** should be forwarded to **us** without delay.

Bills must be certified by **you** to the effect that the charges have been properly incurred and that **we** are authorised to settle on **your** behalf. Gross sum bills must be accompanied by a breakdown setting out the work done and rates applied.

If requested **you** must ask the **legal representative** to submit the bill of costs for assessment or certification by the appropriate Law Society or **court** in accordance with the provisions of the Solicitors Act 1974 and/or the Solicitors Remuneration Order 1994.

The provision of cover for any **legal costs and expenses** does not imply that all **legal costs and expenses** will be paid. If **you** are in doubt **we** should be consulted.

Section 3 – Landlord legal expenses

You must not, without **our** written consent, enter into any agreement with the **legal representative** as to the payment of **legal costs and expenses**.

j) Recovery of costs and expenses

You, through the **legal representative**, shall be responsible for the repayment to the insurer of any:

- i award of costs made in favour of **you**; or
- ii costs agreed to be paid to **you** as part of any settlement.

When the total amount of **legal costs and expenses** incurred is within the limit of cover, **you** and the insurer will share any **legal costs and expenses** that are recovered according to the proportion paid.

Where the total cost of the legal action exceeds the limit of cover **you** and the insurer shall have priority over any other parties with an interest in any costs recovery. **You** and the insurer shall share such recovery according to the proportion paid, subject to the insurers right of recovery being restricted to the limit of cover.

3 Consent

Our consent to pay **legal costs and expenses** must be obtained in writing. **Legal costs and expenses** incurred before such consent is given will not be covered. Consent will be given if **you** can satisfy **us** that:

- a) there are **reasonable prospects of successfully** pursuing or defending the **legal proceedings**; and
- b) it is reasonable in all the specific circumstances of the case for **legal costs and expenses** to be provided.

In circumstances where **we** have chosen a **legal representative** to act on **your** behalf **we** will pay **legal costs and expenses** incurred for providing the initial assessment of the claim irrespective of the **prospects of success** or whether the claim is covered under this policy.

Where **you** have chosen **your** own **legal representative** any **legal costs and expenses** incurred in providing initial assessment shall only be covered once **we** are satisfied that there are **reasonable prospects of successfully** pursuing or defending the **legal proceedings** and the claim is covered under all other terms and conditions of this policy.

The decision to grant consent will take into account the advice of your **legal representative** as well as that of **our** own advisers. **We** may require, at **your** expense, an opinion of Counsel on the merits of the **legal proceedings**. If the claim is subsequently admitted **your** costs in obtaining such an opinion and providing such advice will be covered under this insurance.

During the course of **legal proceedings** if **you** no longer satisfy Consent conditions 3 a) and/or 3 b) above then the insurer may withdraw from the claim.

If **you** decide to commence or continue **legal proceedings** for which **we** have denied support under Claims Settlement Condition 3 a) and it is successful, **we** will pay **legal costs and expenses** as if **we** had given **our** consent in the first instance.

4 Insolvency

If **you** become insolvent when a claim is notified to **us** or become insolvent during the course of any **legal proceedings**, to which the insurer has given support, the insurer has the right to refuse to admit or immediately to withdraw its support from a claim. **You** shall be deemed insolvent upon the appointment of an office-holder within the meaning given by section 233 (1) or 372 (1) of the Insolvency Act 1986.

5 Minimising claims or legal proceedings

You must take all reasonable measures to minimise the risk or likelihood of claims, and the cost of **legal proceedings**. This includes, but is not limited to, **you** and any agent or **your legal representative** complying with any pre-action, costs or other protocol that applies to any **legal proceedings** which form the basis of a claim under this policy.

6 Notification of claims

We must be notified in writing immediately **you** are aware of any actual or alleged act, omission or dispute which has given or may give rise to any **legal proceedings** involving **you**.

SECTION 3 – LANDLORD LEGAL EXPENSES HOW TO MAKE A CLAIM

If **you** have a legal problem and need to notify a claim under any Part of Section 3 call **Home & Legacy** at the earliest opportunity on 0344 893 8360 or +44(0) 203 118 7777 if **you** are calling from overseas. Alternatively email: claimsteam@homeandlegacy.co.uk

For claims under Section 3, Part 1 Disputes

You must contact **Home & Legacy** no later than thirty (30) days after any circumstances or event occur that might result in a claim. **We** may ask you to complete a claim form. Claim forms can be downloaded from the **Home & Legacy** website www.homeandlegacy.co.uk

For claims under Section 3, Part 3 Health & Safety and Part 4 Tax Disputes

You must contact **Home & Legacy** no later than six months (180) days after any circumstances occur that might result in a claim.

For any valid claims submitted under Section 3 **we** will settle **legal costs and expenses** incurred directly to the **legal representative**.

If **you** require legal advice on any legal problems or matter related to the letting of **your property** **you** have access to the LawCare legal advice helpline 24 hours a day, 365 days a year. For further details refer to the 'Important Advice Information' on page 3.

Section 4 – Landlord rent default protection (optional cover)

Section 4, Landlord Rent Default Protection (optional additional cover) is included for **your property** indicated as covered on your **policy schedule**.

Details of how to make a claim under Section 4 of the policy can be found on page 82.

WHAT OUR WORDS MEAN

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.

Agent

A letting agent or firm appointed by **you** and acting on **your** behalf in respect of **your property** shown in **your** policy schedule;

Cigna Legal Protection

A trading style of Cigna Insurance Services (Europe) Limited who act on behalf of CIGNA Europe Insurance Company S.A.-NV. who underwrite the cover for Section 4;

Excess

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

Financial reference

The references obtained for the **tenant** and/or **guarantor** that are acceptable to **us** for the purposes of the insurance provided under Section 4 being:

- 1 A standard credit check obtained from a credit referencing company on the **tenant** or **guarantor** which confirms the following:
 - i acceptable risk or credit scores;
 - ii acceptable electoral roll information, or if electoral roll information is not available suitable documentary evidence to confirm proof of residency; and
 - iii no previous bankruptcies or any county court judgments over £500 recorded.
- 2 A detailed employers reference for the **tenant** or **guarantor** which confirms:
 - that the **tenant** or **guarantor** has been employed with the same employer for a minimum of six (6) months;
 - the **tenants** or **guarantors** annual gross salary,
 - the position held; and
 - that the post is permanent.

- 3 For a self-employed **tenant**, an accountants or legal representatives reference, but this will only be accepted if the nominated person or business has acted for the **tenant** or **guarantor** for a minimum of twelve (12) months, which confirms:
- the **tenants** or **guarantors** annual gross income; and
 - that the **tenant** or **guarantor** is considered to be financially able to meet their rent commitment for the term of the **tenancy agreement**;

Guarantor

A person or a business which has entered into a written agreement to agree to pay or to perform duties of the **tenant** under the terms of the **tenancy agreement** should the **tenant** fail to do so;

Legal costs and expenses

Legal fees, costs and disbursements reasonably and properly incurred by the **legal representative**;

Legal representative

The solicitor or other suitably qualified representative, who has been approved by **Home & Legacy**, and appointed under this policy to represent **you**;

Property

Your property shown as covered under this policy on **your** policy schedule and in the **tenancy agreement**;

Rent

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

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:

- i an Assured Shorthold Tenancy as defined in the Housing Act 1988 and corresponding legislation in Scotland and any amending legislation; or
- ii an agreement with a Limited Company or where the annual income exceeds the Assured Shorthold Tenancy maximum limit;

Tenancy deposit

The sum of money paid by the **tenant**, or on behalf of the **tenant**, to **you** or **your agent** under the **tenancy agreement**, as security against the performance obligations of the **tenant** under the **tenancy agreement**, the discharge of any liabilities, and any damage to **your property** and/or non-payment of rent during the tenancy which is held by **you** or **your agent** is registered with a statutory **tenancy deposit scheme** in accordance with statutory requirements;

Section 4 – Landlord rent default protection (optional cover)

Tenancy deposit scheme

A 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 businesses 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, Wales, Scotland, the Isle of Man and the Channel Islands;

Vacant possession

Surrender of **your property** by the **tenant** with the keys returned to **you** or **your agent**; abandonment of **your property** by the **tenant**; or the eviction of the **tenant** through the court process;

We/Our/Us

Cigna Legal Protection and/or **Home & Legacy** when acting as agent on behalf of **Cigna Legal Protection**;

You/Your

The person(s) or businesses named in the policy schedule as the insured.

THE COVER

Section 4 – Landlord Rent Default Protection cover is optional additional cover.

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

This Section sets out, 'What is covered', 'What is not covered' and the General Conditions and Claims Settlement Conditions that are applicable for Section 4.

The General Conditions and Claims Settlement Conditions that apply can be found on pages 80 to 81. These are very important as they include the obligations required of **you** before letting **your property** to ensure **your** cover under Section 4 of this policy is valid.

Details of how to make a claim under Section 4 can be found on page 82.

Limit of cover

£60,000 for any one claim or for all claims arising for each **property you** insure under Section 3, Landlord Legal Expenses and Section 4, Landlord Rent Default Protection combined during any period of insurance.

RENT DEFAULT WHAT IS COVERED

We will pay loss of rent;

- i if **your tenant** or their **guarantor** fail to pay **you** the **rent** when it is due, under the terms and conditions of the **tenancy agreement** and any supporting **guarantor's** written guarantees; or
- ii if the **tenancy agreement** for **your property** is with an individual **tenant**, and **you** are unable to collect the **rent** due, because the death of the **tenant** occurs before the end of the term of the **tenancy agreement**.

Limit of cover

12 months **rent** or **rent** until **you** have obtained **vacant possession** of **your property**, whichever is sooner; and

75 percent of the monthly **rent** for 2 months, or until you have re-let **your property**, whichever happens sooner, after **you** have obtained **vacant possession**.

Section 4 – Landlord rent default protection (optional cover)

WHAT IS NOT COVERED

We will not pay:

- 1 the amount of any **excess** shown in **your** policy schedule;
- 2 a) any amount which exceeds the monthly **rent** shown in the policy schedule for **your property**.
b) any amount which is the difference between the **rent** shown in **your** policy schedule for **your property** and the **rent** due to be paid to **you** each month by the **tenant** under the terms of the **tenancy agreement**;
- 3 any loss of **rent** where the amount owed to **you** by the **tenant** is less than £250;
- 4 any loss of **rent** after **you** have obtained **vacant possession**, once **your property** has been re-let;
- 5 interest which may be payable to **you** by the **tenant** under the terms the **tenancy agreement** for late payment of **rent**;
- 6 any loss of **rent** following default by the **tenant** that **you** report to **us** later than thirty (30) days after the **rent** due date shown in the **tenancy agreement**. (**Home & Legacy** should be notified as soon as possible after **you** or **your agent** first become aware that there may be a problem);
- 7 any claim if there is not a written **tenancy agreement** that complies with all the requirements of any relevant legislation and statutory instruments;
- 8 any loss of **rent** if there is a joint tenancy, where each **tenant** is not held equally and jointly responsible for the all the commitments required by them under the terms of the **tenancy agreement**;
- 9 any loss of **rent** if **you** or **your agent** have not collected, before the start of the **tenancy agreement**, a **tenancy deposit** that is a least equivalent to one (1) month's **rent** in cleared funds and arranged for this to be held in accordance with requirements of any required **tenancy deposit** legislation;
- 10 any loss of **rent** if **you** or **your agent** have not taken a detailed inventory of the **contents** and condition of **your property** before the start of the **tenancy agreement**;
- 11 any loss of **rent** when before the start of the **tenancy agreement** the **tenant** or their **guarantor** (if applicable), has not met the requirements below;
 - i where for a **tenant** who is in receipt of Housing Benefit or Local Housing Allowance or who is a full-time student, there is a **guarantor** who does not meet the requirements under iv below;
 - ii where for any person who is named on the **tenancy agreement** as a **tenant** who is not contributing towards **rent**, **you** or **your agent** has not obtained at least one (1) written reference for them. This does not have to be a financial reference;

iii where for all other categories of **tenant** for each **tenant**:

- the monthly **rent** for **your property** exceeds forty (40) per cent of the tenants gross income;
- **you** have not seen at least two (2) valid forms of identification one of which must be photographic; and
- **you** have not obtained before letting **your property** to the **tenant** a minimum of two (2) references, one of which must be a **financial reference**;

iv where for **guarantors** where:

- the monthly **rent** for **your property** exceeds thirty (30) per cent of the **guarantors** gross income;
- the **guarantor** has not entered into a legally binding written guarantee covenant in respect of the **tenancy agreement**;
- **you** have not obtained an **acceptable financial** reference for the **guarantor**.

12 any loss of **rent** if the **tenancy agreement** started more than sixty (60) days after **you** obtained acceptable references on the **tenant** or their **guarantor**, if a **guarantor** is required;

13 any loss of **rent** within thirty (30) days of the date **you** first take out this policy, if the **tenancy agreement** was in force before the policy started. (This does not apply if **you** had similar cover under another policy up to the date **you** first take out this policy.) In the event of a claim **we** reserve the right to ask **you** to produce documentary evidence to confirm that similar cover was in place before **your** cover under this policy started;

14 any loss of **rent** that **you** knew about, before the period of insurance began;

15 for any loss of **rent** that is not due to be paid to **you** within the period of insurance;

16 any loss of **rent** if **you** know that **you** are able to obtain settlement from the **tenant**;

17 any loss of **rent** that is not paid because **you** have not complied with statutory legislation and other legal requirements related to the letting of **your property**;

18 any loss of **rent** if **you** have not complied with all the conditions of any mortgage that **you** have taken on **your property**.

See also the Claims Settlement Conditions that apply for Section 4 which can be found on pages 80 and 81.

Section 4 – Landlord rent default protection (optional cover)

GENERAL CONDITIONS

The General Conditions shown below apply in addition to those shown for Section 1, Buildings and Section 2, Contents which can be found on pages 44 to 50.

• Changes to circumstances or information

The General Condition 'changes to circumstances and information' shown for Section 1, Buildings and Section 2, Contents, see pages 44 and 45, also applies for Section 4 of this policy.

The following changes to circumstances and information apply for the cover provided under Section 4, Rent Default Protection.

You must tell **Home & Legacy**:

- about any disputes or disagreements **you** have with **your tenant**;
- if **you** have not been able to obtain for each **tenant** or each **guarantor** (if required) a satisfactory written **financial reference** or a credit reference and one other satisfactory written reference.
- any changes to the amount of **rent** paid.

If **you** are unsure whether other changes of circumstances or information might affect the cover provided under this Section of the policy, **you** should contact **your** insurance intermediary or **Home & Legacy**.

CLAIMS SETTLEMENT CONDITIONS

You must keep to the following Claims Settlement Conditions to have the full protection of Section 4.

If **you** do not, if the Claim Settlement Condition **you** have not kept to relates to a claim **you** have made **we** may decide to refuse or withdraw from the claim.

Action you must take

You must:

- 1 notify **Home & Legacy** no later than thirty (30) days after becoming aware that a claim may need to be made because the **tenant** has not paid their **rent** on the due date;
- 2 complete a claim form (if requested by **Home & Legacy**) and supply the following and any other documentation that may be requested from **you** at a later date:
 - copy of the **tenancy agreement** and **guarantor** covenant (if applicable);
 - copy of the **rent** schedule detailing the **rent** due and the dates any **rent** payments were received;
 - copy of all references and if applicable other supporting documentation such as proof of residency obtained by **you** for the **tenant** and **guarantor** (if applicable) before the start of the **tenancy agreement**;

- copy of any correspondence with the **tenant** in connection with **rent** arrears; and
 - if **your** claim relates to a **rent** arrears which occurs within the first thirty (30) days of the cover start date and there was an existing **tenancy agreement** in place, a copy of **your** previous insurance certificate or policy schedule;
- 3 contact or make arrangements for **your agent** to contact the **tenant** if they have not paid **you** or **your agent** **rent** due within seven (7) days of the **rent** due date to establish the reason why;
 - 4 contact or make arrangements for **your agent** to contact the **tenant** again if **rent** due remains unpaid fourteen (14) days after the **rent** due date and to notify **Home & Legacy** of the situation;
 - 5 notify **Home & Legacy** without delay if **you** or **your agent** receives payment or part payment of **rent** due from the **tenant** or the **guarantor** at any time after **you** have notified **Home & Legacy** that **you** may need to make a claim. Any **rent** received should be applied against the earliest **rent** arrears and not held for a later period. If **rent** has already been paid to **you** by the insurer **you** must repay the sum received;
 - 6 let **us** instruct a **legal representative** to take legal action to gain **vacant possession** of **your property**;
 - 7 prepare or arrange for **your agent** or an inventory clerk to prepare the following as soon as **vacant possession** of **your property** is obtained:
 - a detailed inventory of the contents and condition of **your property**;
 - a schedule of any damage, if applicable;
 - 8 accept that any decision over the allocation of the **tenancy deposit** made by the administrator of the **tenancy deposit scheme**, or in the event of a dispute, the appointed adjudicator for the **tenancy deposit scheme** will be final and binding;
 - 9 provide **Home & Legacy** with written details of the allocation of the **tenancy deposit** and agree that any balance of the **tenancy deposit** remaining will be forwarded to **us** if it is required to reduce any **legal costs and expenses** **we** have incurred;
 - 10 accept that **we** have the right, at **our** discretion to pursue the recovery of any **legal costs and expenses** **we** have paid, by taking legal action against the **tenant** or their **guarantor** in **your** name, and agreeing to assist **us** if requested;
 - 11 agree to attend or for **your agent** to attend any court hearing at **your** expense after **vacant possession** of **your property** has been obtained to seek money judgment orders, if required;
 - 12 accept that if **we** make a recovery of **rent** from the **tenant** or their **guarantor** after taking legal action against them that any amounts received will be used to reduce outlay **we** have incurred, after which, if any balance is remaining, it will be paid to **you**.

Section 4, Landlord rent default protection

HOW TO MAKE A CLAIM

Should **you** need to claim under Section 4, Landlord Rent Default Protection, refer to the Claims Settlement Conditions as these explain the action **you** must take to have the full protection of this policy. The Claims Settlement Conditions can be found on pages 80 and 81.

If you think **you** may need to make a claim because **your tenant** has fallen into **rent** arrears, contact **Home & Legacy** on 0344 893 8360 or +44(0) 203 118 7777 if **you** are calling from overseas. Alternatively, email claimsteam@homeandlegacy.co.uk

For **your** claim to be accepted **you** must contact **Home & Legacy** no later than thirty (30) days after the **rent** was due to be paid to **you** by **your tenant**.

When **you** contact **Home & Legacy** they will explain what to do next. **You** will be asked to forward all of the documentation that is required by the insurer to support **your** claim and **you** may also be asked to complete a claim form.

Once **your** claim has been validated by **Home & Legacy** and when the **tenant** has two (2) months **rent** arrears, a **legal representative** will be appointed on **your** behalf by **Home & Legacy**, to take legal action to gain **vacant possession** of **your property**. **You** will be covered for any **legal costs and expenses** incurred to gain **vacant possession** under Section 3, Landlord Legal Expenses of this policy.

Any **rent we** agree to pay **you** under Section 4 of this policy will be paid to **you** thirty (30) days in arrears.

For any claims **we** agree to pay under Section 4, **we** will pay the monthly **rent** shown on **your** policy schedule which was valid on the day that the outstanding **rent** was due to be paid to **you** by the **tenant**; or if it is lower, the monthly **rent** that was due to be paid under the **tenancy agreement**.

If **rent** is due to **you** for any period that is less than a month **we** will calculate the amount **we** will pay **you** at a daily rate by multiplying the monthly **rent** by 12 and dividing the sum by 365.

We will make **rent** payments to **you** or at **your** request to **your agent**.

Please note under the terms and conditions of this policy, the **excess** shown on your policy schedule for Section 4 is excluded. There is also minimum amount for any claim which is £250.

Section 5 – Landlord emergency property assistance

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 93.

Section 5 of this policy is underwritten by AGA International SA and is administered in the United Kingdom by Allianz Global Assistance.

Allianz Global Assistance acts as an agent for AGA International SA for the receipt of customer money, settling claims and handling premium refunds.

Home & Legacy acts as an agent for AGA International 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

AGA International 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; or
- an agreement with a Limited Company or where the annual rental income exceeds the Assured Shorthold Tenancy maximum limit.

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 91 and 92).

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**.

CONTACT

For further information about Home & Legacy Ultra Landlord please contact your intermediary or call Home & Legacy on 0344 893 8360. We also offer outstanding high value cover for owner-occupied homes.

Visit our website at www.homeandlegacy.co.uk



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