

HOME &
LEGACY

EXPERTLY CRAFTED
INSURANCE

Ultra Landlord

POLICY WORDING

JANUARY 2023

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Welcome

Thank you for choosing Home & Legacy as the provider for your insurance.

Welcome to your Ultra Landlord Insurance policy. Our residential landlord product has been designed to offer specialist buildings and contents insurance with a range of additional cover options that can give landlords further protection.

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

We 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.

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 & Legacy

Important Advice & Information

For general advice

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

Contact **Home & Legacy**:

From the UK **0344 893 8360**

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

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

To contact us for legal advice

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

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

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

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

Important Claims Information

For Buildings, Contents and Liability claims (Sections 1 & 2 of the policy)

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

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

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

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

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

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

For Landlord Legal Expenses or Landlord Rent Protection claims (Sections 3 & 4 of the policy)

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

Address Home and Legacy Insurance Services Limited
 Witan Gate House
 500-600 Witan Gate West
 Milton Keynes
 MK9 1GB

Telephone 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).

Email claimsteam@homeandlegacy.co.uk

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

For 24-hour Landlord Emergency Property Assistance (Section 5 of the policy)

Contact the Ultra Landlord Emergency Property Assistance helpline:

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

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

Important Claims Information (continued)

To report a claim

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 training and/or monitoring purposes.

Things We Need To Tell You About

This policy

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

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

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

Home & Legacy

This policy cover has been arranged and is administered by Home and Legacy Insurance Services Limited. Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc. and is registered in England Number 3007252. Registered Office: 57 Ladymead, Guildford, Surrey GU11DB, 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. The details of the insurer who underwrites the cover is shown on your policy schedule.

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

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

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

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

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

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

Things We Need To Tell You About (continued)

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. Within each section of this policy where we reference ‘**we, us and our**’ this means the insurer(s) who underwrite the cover and/or provider of the services and/or **Home & Legacy** when **we** are acting as their agent.

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

Your contract of insurance

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

When you first take out, make changes to, or renew your policy, you will be asked questions that are relevant to whether or not your insurance risk is accepted 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 the cover provided;
- 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 (continued)

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 or loss or damage, 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 report a claim or incident that may lead to a claim after we work out your renewal terms and premium, which occurred during the current policy period, renewal terms may be amended and/or you may need to pay an extra premium.

To renew your policy you or your insurance intermediary must tell us that you agree to accept the new terms for the new period of insurance. You will be provided with a renewal schedule showing the new period of cover.

Requesting a policy document and additional support

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 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 you require any additional support or have any special needs please let us know and we will do our best to communicate with you in other ways depending on your needs.

Things We Need To Tell You About (continued)

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:

Address Home and Legacy Insurance Services Limited
Witan Gate House
500-600 Witan Gate West
Milton Keynes
MK9 1GB

Telephone From the UK **0344 893 8360**
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 shown on your latest policy schedule.

If you cancel your policy after the first 14 days

You can cancel the policy at any time by telling **us**, irrespective of your cooling off rights. If you choose to cancel your policy you will be entitled to a refund of the premium paid unless you have made a claim or an event has occurred that may lead to a claim during the period of cover **we** have provided, in which case the full annual premium may be payable.

If a refund of premium is due to you it will be calculated as a proportion of the annual premium less a proportionate deduction for the time you have been covered.

Things We Need To Tell You About (continued)

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

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

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

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

Address Home and Legacy Insurance Services Limited
Witan Gate House
500-600 Witan Gate West
Milton Keynes
MK9 1GB

Telephone From the UK **0344 893 8360**
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 **Home & Legacy** or the insurer(s) cannot meet its obligations to you under this contract of insurance. Further information about compensation scheme arrangements is available from the FSCS. Information can be obtained by visiting the Financial Services Compensation Scheme website at fscs.org.uk or by contacting them at:

Address Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

Freephone **0800 678 1100**

Telephone **0207 741 4100**

Email Use the FSCS online form that is available at 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 of England and Wales will apply to this contract unless:

- you and we agree otherwise; or
- at the date of the contract, you are a resident of (or in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Telephone recording

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

Things We Need To Tell You About (continued)

Privacy notice (how we use personal information)

Introduction

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

You will also find details below regarding your rights under data protection laws and how to contact **us**.

1 Who we are and whose personal information we collect

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

- anyone seeking an insurance quote from **us** or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses
- anyone who has a business relationship or transacts business with **us** or provides **us** with a service, such as the insurers who underwrite your cover, insurance brokers and intermediaries.

2 How we use personal information

We use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims to fulfil **our** contract
- to administer third party claims, deal with complaints and prevent financial crime to meet **our** legal obligations
- to send marketing information about our products and services if **we** have received your specific consent.

We also use personal information for the legitimate needs of our business. This includes, but is not limited to:

- managing **our** business
- conducting market research and enhancing customer service
- managing **our** relationships with business partners
- developing and improving **our** administration, security services and insurance applications
- providing a service that keeps **our** customers and suppliers safe by identifying vulnerability to better meet their needs.

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

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

Things We Need To Tell You About (continued)

3 Automated decision making, including profiling

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

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

4 The personal information we collect

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

- basic personal details such as name, age, contact details and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video, including surveillance to help us manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- information collected from your devices relating to your use of our websites, including via the use of cookies (see paragraph 5: Where we collect personal information below)
- accessibility details if we need to make reasonable adjustments to help
- business activities if it is relevant to the insurance policy or claim.

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

- your current or former physical or mental health
- criminal offences, including alleged offences, criminal proceedings, outcomes and sentences (previous criminal convictions, bankruptcies and other financial sanctions such as County Court Judgements)
- data relating to children in some circumstances, for example where the child is a beneficiary under a policy or if involved in a claim.

5 Where we collect personal information

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

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

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

Things We Need To Tell You About (continued)

Cookies and similar technologies

We use technology on our website, apps and emails, such as the use of cookies or small text files on our website or pixels within emails. We use cookies and similar technologies in order to:

- provide online services
- enhance your online experience
- help prevent fraud
- enhance online security of your data
- deliver content when you are browsing elsewhere
- help us understand how our website, apps and emails can be improved.

We don't store any contact details or banking information. Please refer to our Cookie Policy for more details and to manage your cookie preferences. homeandlegacy.co.uk/cookie-policy.

6 Sharing personal information

We only share your information when necessary for the purposes stated in paragraph 2: How we use personal information.

We may share personal information with:

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

7 Transferring personal information outside the UK

We, or third parties acting on our behalf, may need to transfer personal information outside of the UK. In such cases as this is necessary, we shall ensure that any transfer of personal information has adequate safeguards in place to protect your data and privacy rights. Where we transfer to suppliers outside the UK, we ensure that contractual obligations are put in place to maintain the equivalent levels of data protection as we would administer.

Transfers of data between other members of the global Allianz Group are covered by Binding Corporate Rules (BCRs), which contractually oblige each entity to ensure that your personal information is protected to an adequate and consistent level wherever it is transferred within the group.

For more information about BCRs, data transfers and the safeguards we have in place, please contact our Data Protection Officer using the details in paragraph 10 on page 17.

8 How long we keep personal information

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

Things We Need To Tell You About (continued)

9 Know your rights

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

- **The right to object** – individuals can object to us processing their data and we will either agree to stop processing or explain why we are unable to
- **The right of access** – individuals can request a copy of their personal information we hold, subject to certain exemptions (a subject access request)
- **The right of rectification** – individuals can ask us to update or correct their personal information to ensure its accuracy
- **The right to erasure** – individuals can ask us to delete their personal information from our records if it is no longer needed for the original purpose
- **The right of restriction** – individuals can ask us to restrict the processing of their personal information in certain circumstances
- **The right to data portability** – individuals can ask for a copy of their personal information, so it can be used for their own purposes
- **The right to withdraw consent** – individuals can ask us, at any time, to stop processing their personal information, if the processing is based only on individual consent
- **The right to make a complaint** – individuals can complain if they feel their personal information has been mishandled. We encourage individuals to come to us in the first instance but they are entitled to complain directly to the Information Commissioner's Office (ICO) at ico.org.uk.

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

Address The Operations Director
Home and Legacy Insurance Services Limited
Witan Gate House
500-600 Witan Gate West
Milton Keynes
MK9 1GB

Telephone 0344 893 8360

Email info@homeandlegacy.co.uk

10 Allianz (UK) Group Data Protection Officer contact details

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

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

Address Data Protection Officer
Allianz
57 Ladymead
Guildford
Surrey
GU1 1DB

Telephone 0330 102 1837

Email dataprotectionofficer@allianz.co.uk

Things We Need To Tell You About (continued)

11 Changes to our Privacy Notice

This Privacy Notice was last updated in January 2022.

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

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

12 Allianz Privacy Standards (APS)

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

Making a complaint

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

Address The Operations Director
Home and Legacy Insurance Services Limited
Witan Gate House
500-600 Witan Gate West
Milton Keynes
MK9 1GB

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

Email info@homeandlegacy.co.uk

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

If your complaint relates to the service provided by your insurance intermediary, insurers, any provider of services you are entitled to under this policy, or any of our agents (e.g. loss adjusters or legal representatives) your concerns may be passed to them by **Home & Legacy** for investigation in accordance with their complaint procedure. **Home & Legacy** will monitor the progress of their investigation into the resolution of your complaint.

The aim is to resolve your concerns within 3 business days' following receipt, but where this is not possible, your complaint will be promptly acknowledged in writing.

If the situation has not been resolved within 8 weeks you will be given information about the Financial Ombudsman Service. The Financial Ombudsman Service offers a free, independent service for resolving disputes about most financial matters. In some circumstances a complaint may not be eligible for referral to the Financial Ombudsman Service. In such cases you will receive guidance from staff at the Ombudsman about your options, or you may wish to seek your own professional or legal advice. **You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.** If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

Things We Need To Tell You About (continued)

How to make a complaint about the Markel advice line

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

The Financial Ombudsman Service can be contacted at:

Address Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Freephone 0800 023 4567
Calls to this number are free on mobile phones and landlines.

Telephone 0300 123 9123
Calls to this number cost no more than calls to 01 and 02 numbers.

These numbers may not be available from outside the UK – so please call us:

From overseas +44 (0) 20 7964 0500

Telephone lines are open 8am to 5pm Monday to Friday and 9am to 1pm on a Saturday.

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

Website financial-ombudsman.org.uk

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

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

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

Section 1 – Buildings & Section 2 – Contents

What our words mean

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

Accidental damage

Damage caused suddenly and unexpectedly by an outside force.

Agent

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

Aggravated damages

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

Buildings

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

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

Section 1 – Buildings & Section 2 – Contents (continued)

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.

Section 1 – Buildings & Section 2 – Contents (continued)

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.

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**.

Section 1 – Buildings & Section 2 – Contents (continued)

Storm

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

Subsidence

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

Tenancy agreement

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

Tenancy deposit

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

Tenant

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

Territorial limits

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

Unoccupied

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

Vermin

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

Water table

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

We, Our, Us

The insurer who underwrites the cover provided by Section 1 – Buildings and Section 2 – Contents whose details are shown on your policy schedule.

You, Your

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

Section 1 – Buildings

The Cover

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

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

There are also General Exclusions and General Conditions that apply. These can be found on pages 45 to 51.

Note: 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 52.

What is covered

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

Limit of cover

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

What is not covered

We will not pay for:

- The amount of any **excess** shown in **your** policy schedule.
- Any General Exclusions for Section 1 – Buildings and Section 2 – Contents.

The General Exclusions can be found on pages 45 to 46.

Event 1 – Fire

a) Fire, lightning, explosion, earthquake;

and

b) Smoke.

What is not covered

- For b) anything which happens gradually.

Section 1 – Buildings (continued)

Event 2 – Impact

The **buildings** being hit by:

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

What is not covered

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

Event 3 - Theft

Theft or attempted theft.

What is not covered

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

Event 4 – Malicious damage

Malicious damage

What is not covered

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

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.

Section 1 – Buildings (continued)

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.

Section 1 – Buildings (continued)

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**.

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**.

Section 1 – Buildings (continued)

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.

Section 1 – Buildings (continued)

Additional Cover 7 – Property owners liability

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

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

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

Limit of cover

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

What is not covered

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

Section 1 – Buildings (continued)

Additional Cover 8 – Defective premises liability

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

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

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

Limit of cover

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

What is not covered

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

Section 1 – Buildings (continued)

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.

Note: 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 (continued)

Optional Extension 2 – Theft or malicious damage by tenant & accidental damage including accidental damage by tenant

We will cover you for:

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

What is not covered

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

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

For accidental damage caused by either you or your tenant:

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

Section 1 – Buildings (continued)

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 52.

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.

Note: 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 (continued)

Theft or malicious damage by tenant & accidental damage including accidental damage by tenant covered by optional extensions 1 or 2

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

Matching sets and suites

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

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

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

Section 2 – Contents

The Cover

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

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

There are also General Exclusions and General Conditions that apply and these can be found on pages 45 to 51.

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 52.

What is covered

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

Limit of cover

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

What is not covered

We will not pay for:

- The amount of any **excess** shown in **your** policy schedule.
- Any General Exclusions for Section 1 – Buildings and Section 2 – Contents.

The General Exclusions can be found on pages 45 to 46.

Event 1 – Fire

a) Fire, lightning, explosion, earthquake;

and

b) smoke.

What is not covered

- For b) anything which happens gradually.

Section 2 – Contents (continued)

Event 2 – Impact

The contents being hit by:

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

What is not covered

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

Event 3 – Theft

Theft or attempted theft.

What is not covered

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

Event 4 – Malicious damage

Malicious damage

What is not covered

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

Section 2 – Contents (continued)

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 (continued)

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:

- i any bank or safe deposit box;
- ii a private home in which somebody is living;
- iii any building where you are employed or carrying on a business; or
- iv 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.

Section 2 – Contents (continued)

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 (continued)

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.

Section 2 – Contents (continued)

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 (continued)

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.

Section 2 – Contents (continued)

Optional Extension 2 – Theft or malicious damage by tenant & accidental damage including accidental damage by tenant

We will cover you for:

- a) theft, malicious damage, or intentional damage to **your 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 (continued)

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 52.

Loss or damage to contents

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

1 Items other than household linen and carpets

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

2 Household linen

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

3 Carpets

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

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

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

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

Accidental damage covered by contents – optional extension 2

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

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

Matching sets and suites

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

We will pay you for the damaged items but not for the other pieces of the set or suite which are not damaged. For example, if you damage one chair from a set the damaged chair will be repaired or replaced but not the whole set.

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

Section 1 – Buildings & Section 2 – Contents

General Exclusions

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**.

Section 1 – Buildings & Section 2 – Contents (continued)

- **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 (continued)

General Conditions

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

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

Assignment

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

Automatic renewal

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

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

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

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

Change of circumstances or information

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

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

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

- 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;

Section 1 – Buildings & Section 2 – Contents (continued)

- where you have covered buildings under Section 1; if the full rebuilding cost of your buildings changes as a result of additions, alterations or improvements;
- where you have contents insurance under Section 2; if the values to be insured change as a result of additions, alterations, improvements, and new acquisitions.

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

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

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

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

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

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

Financial Sanctions

We will not provide cover and nor shall we be liable to pay any claim or provide any benefit to you or to any beneficiary or third party who may have any rights under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

If any such prohibition or restriction takes effect during the period of insurance we may cancel your policy by giving you written notice at your last known address.

Fraud

If you or anyone acting for you:

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

Then, we may:

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

Section 1 – Buildings & Section 2 – Contents (continued)

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

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

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

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

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

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

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

Section 1 – Buildings & Section 2 – Contents (continued)

Our rights following a claim

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

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

Premium payment

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

Third party rights

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

Underinsurance and inflation protection (applies for Section 1 – Buildings and Section 2 – Contents)

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

- Buildings

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

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

- Contents

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

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

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

Section 1 – Buildings & Section 2 – Contents (continued)

Your duty of care

You must:

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

Your duty when you have a claim

If you need to make a claim, under Section 1 – Buildings or 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**.

Section 1 – Buildings & Section 2 – Contents (continued)

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: 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 – Your duty when you have a claim on page 51.
- If your loss is likely to be also covered in whole or in part by another policy or policies of insurance you are entitled to claim under this policy. However, you must tell us about any other insurance in force and assist us to claim back a contribution towards the loss from the other insurer(s) concerned.

Section 3 – Landlord Legal Expenses

What our words mean

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

Any one claim

All **claims** connected by the same:

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

Claim

An insurance claim under this **policy**.

Costs:

Own costs

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

Other party costs

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

Deposit

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

or

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

Employee

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

Excess

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

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

Section 3 – Landlord Legal Expenses (continued)

Guarantor

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

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

Home & Legacy

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

Address Home and Legacy Insurance Services Limited
Witan Gate House
500-600 Witan Gate West
Milton Keynes
MK9 1GB

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

Email info@homeandlegacy.co.uk

Period of insurance

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

Policy

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

Property

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

Reasonable prospects of success

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

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

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

Section 3 – Landlord Legal Expenses (continued)

Rent

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

Representative

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

Tenancy agreement

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

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

Tenant

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

Tenant reference

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

- Tenants

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

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

Section 3 – Landlord Legal Expenses (continued)

- **Guarantors**

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

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

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

Rental history – A satisfactory reference from a previous managing agent or a previous landlord showing no previous rental defaults (if applicable).

Voters roll – Voters roll check to ensure that the applicant is who they say they are. If the applicant is not on the voters roll confirmation of address must be obtained by other evidence such as a utility bill (not mobile phone), bank statement, Council Tax bill or house or motor insurance certificate.

Identification – At least two (2) valid forms of identification one of which should be photographic if it is available.

Fraud – Fraud check with a score to identify fraud potential.

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

Territorial limits

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

We/Our/Us

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

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

You/Your

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

Section 3 – Landlord Legal Expenses (continued)

The Cover

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

This section sets out, ‘What is covered’, ‘What is not covered’ and ‘What you need to know’.

The General Exclusions, Claims Conditions, General Conditions and Important Information that apply to section 3 can be found on pages 69 to 77. These are very important as they include the obligations required of you before letting **your property** to ensure your cover under section 3 of this policy is valid.

Details of how to make a claim under section 3 can be found on page 70. Please note – claims **you** make under section 3 must be notified to **Home & Legacy** as soon as **you** become aware of any circumstances that mean **you** may need to make a claim. **Your** claims must be notified during the **period of insurance** and for Cover 1, Part B – Disputes with **your tenant** for up to 30 days after the end of the **period of insurance**.

Limit of cover

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

Cover 1 – Landlord Legal Expenses

Part 1 – Property and landlord and tenant disputes

A) Property disputes

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

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

What is not covered

We will not cover claims where:

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

B) Disputes with your tenant

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

A dispute with **your tenant** over the terms of **your tenancy agreement**.

What is not covered

We will not cover claims where:

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

C) Eviction

We will pay costs for:

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

What is not covered

We will not cover claims where:

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

Cover 1 – Landlord Legal Expenses (continued)

Part 1 – A), B) and C) Property and landlord and tenant disputes

What is not covered

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

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

D) Witness attendance allowance

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

What is not covered

We will not cover **claims** for:

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

Part 2 – Alternative accommodation

What is covered

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

Provided that:

You have no other suitable accommodation during this period

And one of the following occurs:

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

What is not covered

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

What you need to know

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

Cover 2 – Identity Theft

What is covered

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

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

Provided that:

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

What is not covered

We will not cover claims relating to the following:

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

Cover 3 – Health & Safety Defence

A) Interview under caution

We will pay costs for your:

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

What is not covered

We will not cover claims:

Where you are required by the police to immediately attend an interview under caution at a police station.

B) Prosecution defence

We will pay costs for your:

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

What is not covered

We will not cover claims:

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

What you need to know

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

Cover 4 – Regulatory Compliance

Health and safety executive enforcement notices

We will pay costs for your:

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

Cover 5 – Tax protection

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

A) Aspect enquiry

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

B) Full enquiry

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

C) National insurance and paye disputes

When HMRC expresses dissatisfaction with your P11D's or P9D's or your PAYE and/or NIC affairs following an employer compliance visit by HMRC.

D) Current tax year enquiry

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

E) VAT disputes

Over alleged failure to pay VAT.

What is not covered

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

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

Section 4 – Landlord Rent Protection – optional cover

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

What our words mean

Any one claim

All claims connected by the same:

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

Claim

An insurance claim under this **policy**.

Costs:

Own costs

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

Other party costs

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

Deposit

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

or

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

Employee

Any person under a contract of service with you.

Section 4 – Landlord Rent Protection – optional cover (continued)

Excess

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

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

Guarantor

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

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

Home & Legacy

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

Address Home and Legacy Insurance Services Limited
Witan Gate House
500-600 Witan Gate West
Milton Keynes
MK9 1GB

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

Email info@homeandlegacy.co.uk

Period of insurance

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

Policy

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

Property

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

Section 4 – Landlord Rent Protection – optional cover (continued)

Reasonable prospects of success

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

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

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

Rent

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

Representative

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

Tenancy agreement

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

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

Tenant

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

Tenant reference

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

Section 4 – Landlord Rent Protection – optional cover (continued)

- Tenants

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

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

- Guarantors

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

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

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

Rental history – A satisfactory reference from a previous managing agent or a previous landlord showing no previous rental defaults (if applicable).

Voters roll – Voters roll check to ensure that the applicant is who they say they are. If the applicant is not on the voters roll confirmation of address must be obtained by other evidence such as a utility bill (not mobile phone), bank statement, Council Tax bill or house or motor insurance certificate.

Identification – At least two (2) valid forms of identification one of which should be photographic if it is available.

Fraud – Fraud check with a score to identify fraud potential.

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

Territorial limits

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

We/Our/Us

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

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

Section 4 – Landlord Rent Protection – optional cover (continued)

You/Your

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

The Cover

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

The General Exclusions, Claims Conditions, General Conditions and Important Information that apply to section 4 can be found on pages 69 to 70. These are very important as they include the obligations required of **you** before letting your **property** to ensure your cover is valid.

Details of how to make a claim under section 4 can be found on page 70.

Limit of cover

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

Part 1 – Eviction

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

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

Provided that:

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

What is not covered

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

Part 2 – Rent protection

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

Provided that:

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

Section 4 – Landlord Rent Protection – optional cover (continued)

What is not covered

We will not cover claims where:

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

This includes any subsequent claim under a Section 8 notice following the issue of a Section 21 Notice.
- 3 The tenant alleges that you are in breach of your duties under the tenancy agreement.
- 4 The tenant took possession of the property before:
 - a) The tenancy agreement was signed by the tenant and you.
 - b) A satisfactory tenant reference has been obtained.
 - c) All necessary statutory pre-grant notices to the tenant were issued.
 - d) The first month's rent and the deposit have been received in cash or cleared funds.

What you need to know

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

Section 3 – Landlord Legal Expenses & Section 4 – Landlord Rent Protection – optional cover

General Exclusions that apply to Section 3 – Landlord legal expenses & Section 4 – Landlord rent protection

We will not cover you for:

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

Section 3 – Landlord Legal Expenses & Section 4 – Landlord Rent Protection – optional cover (continued)

- 15 Any **claim** caused by, happening through or in consequence of terrorism, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 16 Any **claim** caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination.
- 17 If **you** or anyone acting on **your** behalf make a fraudulent **claim**, **we** will cancel the **policy** from the time the fraud took place, retain any premium and recover from **you** any amount **we** have paid towards the fraudulent **claim**.
- 18 If any **claims** covered under this **policy** are also covered by another **policy**, or would have been covered if this **policy** did not exist, **we** will only pay our share of the **claim** even if the other insurer refuses the claim.

Claims Conditions that apply to section 3 – Landlord legal expenses & Section 4 – Rent protection

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

1 How and when to make a claim

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

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

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

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

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

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

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

Section 3 – Landlord Legal Expenses & Section 4 – Landlord Rent Protection – optional cover (continued)

2 When we will agree to cover your claim

Our consent

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

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

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

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

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

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

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

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

Counsel's opinion

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

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

Section 3 – Landlord Legal Expenses & Section 4 – Landlord Rent Protection – optional cover (continued)

Claims rejected due to a lack of reasonable prospects of success

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

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

3 Settlements

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

In any settlement you must

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

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

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

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

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

4 Co-operation

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

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

Section 3 – Landlord Legal Expenses & Section 4 – Landlord Rent Protection – optional cover (continued)

5 Recovery of costs and rent

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

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

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

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

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

6 Payment of costs and rent

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

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

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

7 Appeals

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

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

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

Section 3 – Landlord Legal Expenses & Section 4 – Landlord Rent Protection – optional cover (continued)

8 Instruction and choice of your representative, counsel and experts

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

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

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

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

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

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

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

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

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

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

Section 3 – Landlord Legal Expenses & Section 4 – Landlord Rent Protection – optional cover (continued)

General conditions and important information that apply to Section 3 – landlord legal expenses & Section 4 – Landlord rent protection

1 Things you must do

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

You must:

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

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

Not cover all or part of your claim and we may recover any payments already made

- Increase your premium or change the terms of your policy
- Cancel your policy and treat it as though it did not exist to begin with.

2 Information you have given us

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

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

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

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

Section 3 – Landlord Legal Expenses & Section 4 – Landlord Rent Protection – optional cover (continued)

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

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

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

3 Personal information/privacy policy statement

The basics

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

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

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

Other people's details you provide to us

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

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

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

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

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

Want more details?

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

Contacting us and individual rights

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

Section 3 – Landlord Legal Expenses & Section 4 – Landlord Rent Protection – optional cover (continued)

4 Rights of third parties

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

5 Breach of sanctions

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

6 Brexit

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

7 Liquidation

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

Section 5 – Landlord Emergency Property Assistance – optional cover

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 86.

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

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

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

Section 5 – Landlord Emergency Property Assistance

What is Landlord Emergency Property Assistance?

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

Events classed as an emergency*

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

Events not classed as an emergency*

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

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

What our words mean

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

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

Agent

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

Beyond economic repair

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

Emergency/emergencies

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

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

Insurer

AWP P&C SA.

Multi-occupancy property

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

Section 5 – Landlord Emergency Property Assistance (continued)

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.

Tenancy agreement

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

Tenancy deposit

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

Tenant

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

Tradesman/tradesmen

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

We, Our, Us

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

Section 5 – Landlord Emergency Property Assistance (continued)

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 84 and 85).

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 (continued)

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.

Section 5 – Landlord Emergency Property Assistance (continued)

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.

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.

Section 5 – Landlord Emergency Property Assistance (continued)

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;
 - 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 (continued)

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.

Section 5 – Landlord Emergency Property Assistance (continued)

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 (Telephone: **0800 111 999**) in these circumstances.

- 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

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)

What is included

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 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.

Section 5 – Landlord Emergency Property Assistance – optional services (continued)

Optional service 2– Energy performance certificate (EPC)

What is included

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

What is not included

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

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

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