

Let Plan[®]

SPECIALISTS IN LET PROPERTY INSURANCE

INSURANCE, QUOTE AND RENEWALS ENQUIRIES:

0845 117 6066

RENT GUARANTEE CLAIM LINE:

0845 155 6499

EMERGENCY ASSISTANCE CLAIM LINE:

0845 113 9191

BUILDING AND CONTENTS CLAIM LINE:

0845 112 0492

FAX LINE:

0845 117 6067

ONLINE:

www.letplan.co.uk



Let Plan is a trading name of Barbon Insurance Group Limited which is authorised and regulated by the Financial Services Authority. Registered in England number 3135797. Registered office address: 4-9 Highview, High Street, Bordon, Hampshire. GU35 0AX



Let Plan[®]
SPECIALISTS IN LET PROPERTY INSURANCE

LP012e 02/10

PROTECTION FOR LANDLORDS

LANDLORDS PROFESSIONAL PROTECTION POLICY WORDING



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LET PLAN PROFESSIONAL LANDLORD'S PROTECTION POLICY

Welcome to Let Plan, here is your new policy.

Your policy schedule sets out which sections of cover you have purchased and your sums insured. The policy, your schedule and any endorsement pages should be read together as one document. Please examine them to make sure they give you the protection according to your present needs. If at any time you wish to add to your cover or revise the cover you currently have, then please let Let Plan know – your policy is designed for easy amendment or extension and an updated schedule or endorsement page will be issued each time there is an alteration to sums insured or cover.

Your policy is index linked and revised sums insured applicable at renewal will be advised to you on your renewal notice. Please ensure that this gives you an adequate sum insured.

Let Plan promise of service

Your policy is administered by Let Plan on behalf of the Insurers listed below. Let Plan is a trading name of Barbon Insurance Group Limited. Let Plan aims to provide all their customers with a first class standard of service. Should you wish to contact them or if you are unhappy with the service you receive, or have any cause for dissatisfaction you should in the first instance contact us by writing to:

Let Plan Customer Service Department
Becor House
Green Lane
Lincoln
LN6 7DL

Alternatively, you can telephone Let Plan Customer Service Department on 0845 117 6066

Or send a fax on 0845 117 6067

Or send an e-mail to enquiries@letplan.co.uk

When contacting Let Plan please quote your policy number.

If things go wrong

Whilst both Let Plan and the Insurers will make every effort to maintain the highest standards, they recognise that there may be some occasions when they fail to satisfy the particular requirements of their customers. They therefore have in place procedures to investigate and remedy any area of concern. In such circumstances they promise:

- To acknowledge any formal complaint in 5 days or less.
- To have the issues reviewed by a person of appropriate seniority and authority.
- To identify the person managing your complaint in their original letter of response.
- To respond fully to your concern or complaint within a maximum of 28 days. If for any reason this is not possible, they will write to you promptly to explain why they have been unable to finalise the matter quickly. They will also let you know when they will contact you again.

If you still feel they have been unable to resolve the matter to your satisfaction then please write to the Insurer direct, full details of which are provided below.

Groupama Insurances will respond to any complaint under the Buildings and Contents insurances. Proppen Insurance Limited will respond to any complaint under the Rent Guarantee, Legal Expenses and Emergency Assistance insurances.

If you are still unhappy following receipt of the Insurers final response, you may be eligible to refer the dispute to either:

The Financial Ombudsman Service, for all Buildings and Contents insurance matters and for Rent Guarantee, Legal Expenses and Emergency Assistance matters related to the sale of the policy, who will review your case on an independent basis. The address is:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0845 080 1800

OR

The Malta Financial Services Authority, for Rent Guarantee, Legal Expenses and Emergency Assistance insurance matters that are related to the policy itself (not the selling aspect), who will review your case on an independent basis. The address is:

The Consumer Complaints Manager
Malta Financial Services Authority
Attard
BKR 14
Malta

14 Day Money Back Guarantee – Applicable to retail customers only

Should the cover provided by this policy not meet with your requirements we agree to refund any premium paid, in full, subject to your written notification to us within 14 days of receipt of the policy documentation provided that:

- a a claim has not been made and
- b no incidents have arisen that could result in a claim under the policy.

A Retail Customer is a Policyholder or a potential Policyholder acting outside their trade or business or profession.

Financial Services Compensation Scheme

Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to receive compensation if Groupama Insurances are unable to meet their obligations. Full details are available from the FSCS (www.fscs.org.uk). Propgen are not covered by the FSCS.

If you take any of the action mentioned, it will not affect your right to take legal action.

Telephone calls may be recorded.

The Insurer(s)

The Buildings and Contents sections of your policy are underwritten by:

Groupama Insurance Company Limited

Registered Number 995253 Registered in England

Registered Office:

6th Floor, One America Square,

17 Crosswall,

London EC3N 2LB

www.groupama.co.uk

Member of the Association of British Insurers. Authorised and regulated by the Financial Services Authority

Rent Guarantee, Legal Expenses and Emergency Assistance

The Rent Guarantee and Legal Expenses and Emergency Assistance sections of your policy are underwritten by

Propgen Insurance Limited,

Strand Towers, Floor 1,

The Strand,

Sliema,

SLM 1022, Malta.

How to make a claim

Buildings and Contents

In the event that you need to make a claim simply telephone the Buildings and Contents claim line on 0845 112 0492. Lines are open Monday to Friday 9am - 5pm

Rent Guarantee and Legal Expenses

In the event that you need to make a claim simply telephone the Let Plan Rent Guarantee claim line on 0845 155 6499. Lines are open Monday to Friday 9am - 5.30pm.

Emergency Assistance

If you have taken out Emergency Assistance Cover and need to make a claim then simply telephone Let Plan on 0845 113 9191. This telephone number is available 24 hours a day, seven days a week.

Law applicable to this contract

The parties to a contract of insurance covering a risk in the United Kingdom are allowed to choose the law applicable to that contract. The law applicable to this contract will be that of the country where the policyholder is usually resident where this is within the United Kingdom, the Channel Islands or the Isle of Man. Otherwise English law will apply.

Definition of words

At the beginning of each Section of your policy certain words have been defined. Defined words have the same meaning wherever they are used in that section or your policy schedule and they and other important words are highlighted by the use of bold print.

BUILDINGS INSURANCE

Definition of words

Insured Property

Buildings used wholly or partially as private dwellings including:

- outbuildings, tennis courts and swimming pools used by residents for domestic and leisure purposes
- garden walls, patios, terraces, hedges, fences, gates, paths, drives, cesspits and septic tanks and communal receiving antennae
- interior decorations, landlord's fixtures and fittings including aerials
- any common parts to **Your Insured Property**
- garages, forecourts and car parks

for which **You** are responsible situated at the address(es) shown in **Your** policy Schedule

Period of Insurance

The period stated in **Your** Policy Schedule for which **We** agree to accept and **You** have paid or agreed to pay the premium for

You / Your

The person or persons actually named in the Policy Schedule or in the event of their death a legal personal representative

Insurers/Our/Us/We

The Insurers described in the paragraph headed 'The Insurers' on Page 3

Sum Insured

The amount shown in **Your** current Policy Schedule or subsequent renewal invitation, subject to index linking

Endorsement

A variation in the terms of the policy

Residence

That part of **Your Insured Property** whether in whole or in part, occupied as an individual private dwelling or flat

Commercial Unit

Any part of **Your Insured Property** occupied for business purposes

Unoccupied

- if **Your Insured Property, Residence** or **Commercial Unit** is not lived in by a **Tenant** or not lived in by **You** as **Your** main residence
- if a **Commercial Unit** is not used for business purposes

Tenant

An occupier of **Your Insured Property, Residence** or **Commercial Unit** by virtue of a tenancy agreement

Excess

The first amount as shown in the Policy Schedule of any claim resulting from the same incident of loss or damage to any **Insured Property**

Value

The amount of money **You** would have received by selling the article or property immediately prior to the loss or damage occurring

Accidental Damage

Sudden and unexpected damage caused by external means

The Business

Owning the **Insured Property** described in the Policy Schedule

Tenant Status

The employment status or otherwise as stated in the Policy Schedule

Let Plan Insurance Policy

In consideration of the person or persons named as the Insured in the Policy Schedule (**You**) paying to **Us** the First Premium mentioned in the Policy Schedule, **We** agree to insure in the manner and to the extent provided for in the respective Sections specified in the Policy Schedule in respect of events occurring during the Period of Insurance set out in the Policy Schedule or any subsequent period for which **You** shall pay and **We** shall accept the premium required.

Signed for and on behalf of
Groupama Insurance Company Limited



François-Xavier Boisseau
Chief Executive Officer
Groupama Insurance Company Limited
6th Floor, One America Square
17 Crosswall
London
EC3N 2LB
Members of the Association of British Insurers.
Authorised and regulated by the Financial Services Authority.

General conditions

1 **We** will act in good faith in all **Our** dealings with **You**. Equally the payment of claims is dependent on:

Your own observance of the following

- a taking reasonable steps to safeguard against accident, injury, loss or damage
- b reporting in writing to **Us** as soon as reasonably possible full details of any incident which may result in a claim under this Policy
- c forwarding to **Us** every writ, summons, legal process or other communication in connection with the claim immediately upon receipt
- d not admitting liability or making an offer or promise of payment or indemnity without **Our** written consent
- e giving all necessary information and assistance that **We** may require
- f notifying the police as soon as **You** become aware of loss or damage caused by theft or malicious act

Your recognition of **Our** rights

- a to take over and deal with in **Your** name the defence or settlement of any claim
- b to take proceedings in **Your** name, but at **Our** expense, to recover for **Our** benefit the amount of any payment made under this Policy
- c to settle **Your** claim on a proportionate basis if **You** have other insurance covering the same loss, damage or liability
- d to avoid paying any claim which is in any respect fraudulent

Any other person entitled to claim the benefit of this Policy must also observe its terms and conditions

2 Arbitration

Where **We** have accepted a claim but the amount to be paid is in dispute the matter will be referred to an independent arbitrator acceptable to the parties involved

3 Cancellation

You may cancel the Policy at any time by letter. **We** may cancel **Your** Policy or any section by sending seven days notice by recorded delivery letter or registered letter to **Your** last known address.

If the premium is payable by instalments and a payment is not made, **Your** policy will be automatically cancelled. **We** are not obliged to give **You** notice of this cancellation. Any return of premium due will depend on how long the Policy has been in force and whether any claims have been made. In the event that **You** are paying for **Your** policy monthly and **You** make a claim, the annual premium, less any payments made by **You** will be deducted from **Your** claim settlement.

4 Non-invalidation

Any act or omission on the part of a **Tenant** without **Your** knowledge and beyond **Your** control will not affect **Your** rights under this Policy provided **You** give notice to **Us** in writing immediately **You** become aware of such act or omission and **You** agree to pay any additional premium **We** may require

5 Non-invalidation – Mortgagees

If the Insured or the occupiers of the **Insured Property** do anything which increases the risk of loss or damage occurring and such action has been taken without the knowledge or authority of the Mortgagees then the rights of the Mortgagees under this Policy will not be affected provided notice is given to **Us** in writing immediately that they become aware of the action taken and they agree to pay any additional premium **We** may require

6 Other Interests

The interest(s) of other parties in the insurance by this policy is noted, it being understood that in the event of Damage, the nature and extent of such other interest(s) will be disclosed by **You**

7 Index Linking – protection against inflation

Your **Sum Insured** will be adjusted annually by the latest percentage change in the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or other appropriate index

At each renewal the premium will be recalculated on **Your** new **Sum Insured** and will be shown on **Your** renewal invitation

8 Contracts (Rights of Third Parties) Act

No person or company who is not party to this policy shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy. This shall not affect any right or remedy of a third party that exists or is available apart from this act

9 Advice of Unoccupancy

It is a condition precedent to **Our** liability under this policy that if any **Residence** is **Unoccupied** for more than 180 consecutive days **You** will notify **Us** in writing immediately

10 Avoidance

This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure in any material fact.

If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this Policy or if any loss damage or destruction is occasioned by the wilful act or with the connivance of **You** all benefits under this Policy shall be forfeited.

11 Tenant Status

It is a condition precedent to **Our** liability that:

- a as soon as **You** become aware of any change in the current Tenant Status or
- b as soon as a new Tenant commences occupancy of the Insured Property and there is a change in Tenant Status then **You** must notify **Us** immediately.

12 Basis of Tenancy Agreement

It is a condition precedent to **Our** liability under this policy that any letting of the Insured Property by **You** is on the basis of a written assured shorthold tenancy (or the equivalent in Scotland, Northern Ireland or the Isle of Man) between **You** and the **Tenant** with a minimum initial period of three months unless an alternative basis of tenancy has otherwise been agreed and confirmed by **Us** in writing.

General Exclusions

This policy does NOT provide Insurance in respect of

1 Radioactive Contamination

- a loss damage or destruction to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any direct or indirect consequential loss
- b any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - i ionising radiation or contamination by radioactivity from any nuclear fuel or fuel from nuclear waste from the combustion of nuclear fuel
 - ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

This General Exclusion does not apply to the Employers Liability insurance provided by this policy

2 War and Similar Risks

Any contingency occasioned by or happening through or in consequence of war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or martial law

3 Nationalisation

Loss destruction or damage occasioned by nationalisation confiscation requisition seizure or destruction of or damage to property by or under the order of any Government or public or local authority

4 Sonic Bangs

Loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

5 Deliberate Acts or Omissions

Loss destruction or damage directly occasioned by any deliberate act or omission by **You** which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission

6 Terrorism

- 1 liability death injury loss damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including consequential loss and damage) directly or indirectly caused by resulting from or in connection with:
 - a any act of TERRORISM regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b any action taken in controlling preventing suppressing or in any way relating to any act of TERRORISM
- 2 loss damage or destruction or any consequential loss resulting from loss damage or destruction in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot civil commotion and (except in respect of loss damage or destruction by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons except to the extent:
 - a that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees
 - b stated in the SPECIAL PROVISION - TERRORISM

For the purpose of this Exclusion an act of TERRORISM means an act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of

the public in fear

In any action suit or other proceedings where **We** allege that by reason of this Exclusion any liability death injury loss damage destruction cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Liability) the burden of proving that such liability death injury loss damage destruction cost or expense is covered (or is covered beyond the Limit of Liability) shall be **Yours**

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

SPECIAL PROVISION – TERRORISM

Subject otherwise to the terms definitions exclusions exceptions provisions and conditions of the Policy this Insurance includes loss damage or destruction within the United Kingdom other than Northern Ireland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987 occasioned by or happening through or in consequence of an act of any person or group of persons acting on behalf of or in connection with any organisation with activities directed as defined in the Terrorism Exclusion provided that:

- a this Policy is issued in the name of an individual or individuals
- b the original Insured is not a trustee or a body of trustees that holds the **Insured Property** under a trust
- c **Your** main occupation / trade is not that of a Property Owner
- d the proportion of commercial occupation in the **Insured Property** does not exceed twenty per cent
- e in respect of loss damage or destruction to Buildings, Contents and subsequent Loss of Rent and Alternative Accommodation in total any one loss occurrence **Our** liability shall not exceed £500,000 or the **Sum Insured** whichever is the lesser
- f **We** will not be liable for loss damage or destruction arising directly or indirectly from
 - i the release or threat of release or explosion of germs or disease or other chemical or biological contagions or contaminants
 - ii the use or threat of use or explosion of any nuclear device or radioactive substance
- g this Special Provision does not apply to the Legal Liability as Employer Extension or to **Your** Legal Liability as Owner

For the purpose of this Special Provision a Loss Occurrence shall mean all individual losses arising in respect of a continuous period of twelve hours

7 Pollution

Any general liability under the Liability Extension to this Policy for pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**:

- a all pollution or contamination which arises out of one incident will be deemed to have happened at the time such incident took place
- b **Our** liability for all damages other than liquidated damages payable in respect of all pollution or contamination which is deemed to have happened during the Period of Insurance will not exceed the sum stated in the Policy Schedule as the Amount of Indemnity for any one Event

For the purpose of this Exclusion — pollution or contamination means:

- i all pollution or contamination of Buildings or other structures or of water or land or the atmosphere and
- ii all loss or damage or injury directly or indirectly caused by such pollution or contamination

8 Date Recognition

Any claim of whatsoever nature that arises directly or indirectly from or consists of the failure or inability of any:

- a electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware program, computer data processing equipment, telecommunication equipment or systems or any similar device
- b media or systems used in connection with any of the foregoing whether the property of the Insured or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date including without limitation the failure or inability to recognise capture, save or retain or restore and/or correctly to manipulate interpret transmit return calculate or process any date data information command logic or instruction as a result of
 - i recognising using or adopting any date day of the week or period of time otherwise than as or other than the true or correct date day of the week or period of time
 - ii the operation of any command or logic which has been programmed or incorporated into anything referred to in a and b above

Provided always that this General Exclusion shall not apply:

- 1 to any claim for subsequent loss or destruction of or damage to any property otherwise indemnifiable by this Policy
- 2 to any claim made arising under insurance in respect of Employers Liability if provided by this Policy

9 Wear and Tear

Loss destruction or damage directly occasioned by wear and tear

10 General

Loss destruction or damage occasioned by any cleaning, repairing, restoration, depreciation, rot, mould, woodworm, insects, vermin, any climatic condition or other gradual cause

11 Asbestos

Any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos
This exclusion shall not apply in respect of such removal or disposal provided that:

- 1 such activity does not form part of **Your** usual Business or contract and
- 2 the discovery of asbestos by **You** is unintentional and accidental and
- 3 upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and
- 4 an HSE licensed asbestos removal contractor is employed if legally required
 - a to make safe the area in which the discovery is made as soon as is practicable
 - b who has Employers Liability and Public Liability insurances in force
 - i that provide Limits of Indemnity no less than those stated in the Policy Schedule and
 - ii that do not exclude the work to be carried out

We will pay:

- 1 Up to the **Sum Insured** under this section for loss of or damage to **Your Insured Property** caused by:-
 - a Fire explosion lightning or earthquake
 - b Storm or flood
 - c Collision or impact involving any:-
 - i vehicle, train, aircraft or other aerial device or anything dropped from them,
 - ii animal
 - d Riot, civil commotion, labour and political disturbances
 - e Malicious Act

 - f Escape of water from any fixed water or heating installation or domestic appliance

 - g Escape of oil from any fixed heating installation
 - h Theft, or attempted theft

 - i Breakage or collapse of any aerial or satellite dish
 - j Falling trees or branches
- 2 Up to the **Sum Insured** under this section for loss or damage to **Your Insured Property** caused by Subsidence or ground heave of the site on which **Your Insured Property** stands or landslip

We will not pay for:

- 1 • **The Excess**
 - b • loss or damage to hedges, fences and gates
 - loss or damage caused by or attributable to inadequate maintenance of the Insured Property
 - loss or damage caused by frost

 - e • loss or damage to **Your Insured Property** or **Residence** when it has remained **Unoccupied** for more than 90 consecutive days
 - loss or damage to a **Commercial Unit** which is **Unoccupied**
 - loss or damage caused by the **Tenant**
 - f • loss or damage to any **Residence** or **Insured Property** which has remained **Unoccupied** for more than 90 consecutive days
 - loss or damage to a **Commercial Unit** which is **Unoccupied**
 - loss or damage to the appliance / installation itself
 - loss or damage resulting from any gradually operating cause
 - g • loss or damage resulting from any gradually operating cause
 - h • loss or damage to **Your Insured Property** or **Residence** when it has remained **Unoccupied** for more than 90 consecutive days
 - loss or damage to a **Commercial Unit** which is **Unoccupied**
 - loss or damage unless violent and forcible means are used to gain entry or exit to **Your Insured Property**
 - loss or damage caused by the occupiers of **Your Insured Property**
 - j • loss or damage caused by felling or lopping
- 2 • **The Excess**
 - loss or damage caused by erosion of the coast or riverbank

We will pay:

3 Property fees and costs

For fees, clearance and shoring up costs, incurred with **Our** prior consent, following loss or damage insured by this section; provided such fees and costs together with the amount payable under any other cause insured by this section do not exceed the **Sum Insured** on **Your Insured Property**

4 The additional costs of rebuilding or repair of the damaged part of the property solely to comply with any statute or bye-laws

5 In the event of loss or damage to the Building by escape of water from a pipe concealed in a wall ceiling or floor or in the ground of the land on which the Building stands up to £5000 in respect of the cost of locating the point of escape repairing or replacing the defective section of pipe and making good

6 Metered Water and Gas Charges

The cost incurred by **You** as determined by the respective Supply Undertaking Company's Meter for metered water and gas charges demanded by the Supply Undertaking Company following damage to the apparatus after the point of the service feed to the **Insured Property**

7 Loss of Rent or Alternative Accommodation up to 30% in total of the **Sum Insured** on **Your Insured Property** for:

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We will not pay for:

- loss or damage to swimming pools, garden walls, pathways, patios, terraces, fences, paths and drives unless damaged at the same time as the main buildings which form part of **Your Insured Property**
- loss or damage to solid floor slabs unless the foundations beneath the external walls are damaged or destroyed at the same time by the same cause
- loss or damage caused by bedding down of new structures
- loss or damage caused by any settlement shrinkage or expansion
- loss or damage caused by demolition, structural alteration or repair, inadequate construction of foundations
- loss or damage that originated prior to the commencement of this insurance

3 • The Excess

- Fees charged for the preparation of any claim

5 • The Excess

- Any cost arising from normal wear and tear or deterioration

6 • The Excess

- Any loss not discovered within 180 days of the damage occurring
- Any loss occurring when the **Insured Property** or **Residence** or **Commercial Unit** in which the loss occurs is **Unoccupied**
- Any amount in excess of £250

7 • The Excess

- Any loss where any part of **Your Insured Property** was **Unoccupied** prior to the loss

We will pay:

- i loss of rent as a result of any part of **Your Insured Property** being made uninhabitable following loss of or damage to **Your Insured Property** by any cause insured by this section or
 - ii the necessary cost of alternative accommodation and temporary storage of furniture incurred by **You** in respect of any **Residence** rendered uninhabitable or to which access is denied from any cause covered by this **Policy** provided that all **Residences** which form **Your Insured Property** are insured in one amount on behalf of the individual owners or lessees
- b the costs necessarily and reasonably incurred by **You** with **Our** consent in re-letting the **Insured Property** solely as a consequence of the loss or damage

8 Sale of Buildings

Up to the **Sum Insured** on **Your Insured Property** to any purchaser for loss or damage or other costs covered by this section. This applies only during the period between exchange of contracts and completion date and provided **Your Insured Property** is not otherwise insured

9 Accidental Damage

(This cover only applies when **Accidental Damage** appears under the Buildings section on the policy schedule)

- Up to the **Sum Insured** for loss or damage to **Your Insured Property** caused by **Accidental Damage**
- **Accidental Damage** to service pipes, cables and inspection costs for which **You** have accepted responsibility, which service **Your Insured Property**
- **Accidental Damage** to fixed water pipes and tanks caused by internal stress due to freezing, overheating or excessive water pressure
- Up to the **Sum Insured** for loss or damage to **Your Insured Property** caused by Malicious Act of the **Tenant**

We will not pay for:

- unless verified by a tenancy agreement confirming future occupation
 - Any loss incurred once the damaged part of **Your Insured Property** is habitable
- 9 • **The Excess**
 - any amount recoverable from the **Tenant** up to the total amount of the initial deposit paid (proof of the deposit payment must be submitted in the event of a claim)
 - loss or damage that is already covered under the **Tenants** own contents insurance policy
 - loss or damage resulting from any gradually operating cause
 - loss or damage to **Your Insured Property** or **Residence** when it has remained **Unoccupied** for more than 90 consecutive days
 - loss or damage to a **Commercial Unit** which is **Unoccupied**
 - loss or damage to service pipes and cables which **You** are not legally liable to repair
 - loss or damage caused by neglect or lack of routine maintenance
 - loss or damage caused by cleaning, repairing, restoration, wear and tear or depreciation, rot, mould, woodworm, insects, vermin, any climatic condition or other gradual cause

We will pay:

We will not pay for:

- loss or damage caused by faulty workmanship, defective design or defective materials
- loss or damage caused by mechanical or electrical fault, breakdown or derangement
- loss or damage caused by domestic pets
- loss or damage specifically excluded under the Buildings section or elsewhere in this policy
- the cost of maintenance and normal redecoration

Basis of Settlement Memorandum

In the event of loss or damage the basis on which the amount payable in respect of the **Insured Property** is to be calculated will be the Reinstatement of the property lost destroyed or damaged

For the purpose of this Memorandum Reinstatement means

- 1 if the building has not been maintained in a good state of repair **We** will pay the cost of reinstatement less a deduction for wear and tear
- 2 the rebuilding or replacement of property lost or destroyed which provided **Our** liability is not increased may be carried out
 - a in any manner suitable to **Your** requirements
 - b upon another site
- 3 the repair or restoration of property damaged

In either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special Conditions

- 1 If at the time of loss or damage the cost of reinstating the whole of the **Insured Property** exceeds its **Sum Insured** then **You** will be considered as being **Your** own insurer for the difference and shall accordingly bear a proportionate share of the loss
- 2 **Our** liability for the repair or restoration of property damaged in part only will not exceed the amount which would have been payable had such property been wholly destroyed
- 3 No payment beyond the amount which would have been payable in the absence of this Memorandum will be made
 - a unless Reinstatement commences and proceeds without unreasonable delay
 - b until the cost of Reinstatement has actually been incurred
 - c if the **Insured Property** at the time of its loss destruction or damage is insured by any other Insurance effected by or on behalf of **You** which is not on the same basis of Reinstatement
- 4 If the repair or replacement is not carried out, **We** may, at **Our** option, pay the reduction in market **Value** resulting from the loss or damage but not exceeding what it would have cost to repair or replace
- 5 **We** will not pay for the replacement of or work on any undamaged items or remaining parts of the **Insured Property** solely because they form part of a set, suite, group or collection of articles of a similar nature colour pattern or design
- 6 The **Sum Insured** on **Your Insured Property** will be reinstated automatically from the date of notification of any claim under this section.

We will pay:

- 10 Legal Liability as Owner (or in the event of death the legal personal representative)
 - a Up to £5,000,000 in respect of any one event, plus costs agreed by **Us** in writing which **You** become legally liable to pay as the owner of the **Insured Property** for:
 - injury, illness or disease of any person
 - loss of or damage to property which neither belongs to **You** or is in **Your** care occurring during the **Period of Insurance**
 - b Up to £5,000,000 which **You** as the former owner of any property covered by this section, become legally liable to pay for injury or damage to the property of others arising from a defect in the premises
If the Buildings section of the **Policy** is cancelled this part of the liability cover will continue to operate
 - c Solicitors fees arising from a claim under this paragraph for
 - representation at any coroner's inquest or fatal accident enquiry
 - defence in any court of summary jurisdiction arising out of any possible claim

We will for the purpose of this clause treat as though they were the owner or former owner any of **Your Tenants** or lessees provided that they fulfil the terms and conditions of this policy in so far as they can apply

We will not pay for:

- 10 a & b
 - Loss of or damage to property or injury, illness or disease,
 - arising out of any deliberate act
 - arising out of any employment, business or profession other than property owning
 - arising out of any work in the **Insured Property** by **Your** employees
 - suffered by anyone under a contract of service with **You** and arising out of the work they are employed to do
 - arising from accidents involving any dog described in section 1 of the Dangerous Dogs Act
 - injury, illness or disease, loss or damage arising from the ownership, possession or use by **You** or on **Your** behalf of
 - i any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare
 - ii any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft
 - any fines or penalties
 - Loss of or damage to property or injury, illness or disease insured under any other current policy or any subsequent policy if this section has been cancelled

Extension

Legal Liability as Employer

The cover provided by this Section is extended to provide Legal Liability Insurance as follows:-

Amount of Indemnity

Employers Liability£10,000,000

Public Liability.....£5,000,000

The following interpretation applies throughout this Extension

- 1 The Insured includes
 - i in the event of **Your** death, any of **Your** legal personal representatives in respect of liability incurred by **You**
 - ii if **You** so request as far as concerns Occurrence b) only any of **Your** directors, partners, gardeners, porters, caretakers or cleaners in their capacity as such
- 2 If there is more than one person specified in the **Policy Schedule** as being the **Insured**, this extension shall apply separately to each person but **Our** total liability shall not exceed the **Amount of Indemnity**
- 3 Property in **Your** charge or under **Your** control shall not include employees' or visitors' personal effects
- 4 Occurrences
 - a Employers liability
Bodily injury, illness or disease to any gardener, porter, caretaker or cleaner under a contract of service or apprenticeship with **You** and resulting from the work they are employed to do
 - b Public Liability
 - i Bodily injury to or illness or disease of any person
 - ii loss or damage to property excluding bodily injury to or illness or disease of any person arising out of and in the course of their employment by **You** under a contract of service or apprenticeship and excluding loss of or damage to property belonging to **You** or in **Your** charge or under your control

We will pay:

In the event of any Occurrence described above, happening during the **Period of Insurance**, **We** will indemnify **You** against:

- sums which **You** shall become legally liable to pay for compensation and claimant's costs and expenses in respect of any Occurrence in connection with **The Business**
- costs and expenses of litigation incurred with **Our** written consent in respect of a claim made against **You** to which the indemnity expressed in this extension applies
- the payment of Solicitors' fees incurred with **Our** written consent for **Your** representation at proceedings in any Court of Summary Jurisdiction, arising out of any alleged breach of a statutory duty resulting from an Occurrence which may be the subject of indemnity under this Extension, or at any Coroner's Inquest or Fatal Accident Enquiry in respect of such Occurrence

We will not pay:

Any liability under Occurrence b in respect of:-

- injury, illness or disease, loss or damage caused by anyone in **Your** employment other than a gardener, porter, caretaker or cleaner
- loss or damage to property which results from **Your** deliberate act or omission and which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission
- injury, illness or disease, loss or damage, arising from the ownership, possession or use by **You** or on **Your** behalf of
 - i any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare

Extension

The indemnity provided by this Extension shall also apply to liability incurred by **You** in respect of legal costs and other expenses (other than fines or penalties imposed) incurred with **Our** written consent and prosecution costs awarded against **You**, arising out of **Your** prosecution for a breach or alleged breach, during the **Period of Insurance**, of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

- ii any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft
- loss of or damage to any commodity article or thing supplied installed or erected by **You** if such loss or damage is attributable to any defect therein or the harmful nature or unsuitability thereof
 - accidents involving any dog described in Section 1 of the Dangerous Dogs Act
 - any fines or penalties

Conditions for Legal Liability as Employer

Avoidance and Recovery

If any claim is not covered by this Extension **You** will repay to **Us** all payments made solely because of the compulsory insurance law of a country to which this extension applies

Basis of claims settlement for all Liability cover

Our liability for all compensation payable to any claimant or number of claimants in respect of or arising out of any one Occurrence or all Occurrences of a series consequent on one original cause shall not exceed the **Amount of Indemnity** for any one event.



CONTENTS INSURANCE

Definition of words

Property

Buildings used wholly or partially as private dwellings situated at the address(es) shown in the **Policy Schedule**

Sum Insured

The amount shown in **Your current Policy Schedule** or subsequent renewal invitation, subject to index linking

Residence

That part of the **Property** whether in whole or in part, occupied as an individual private dwelling or flat

You/Your

The person or persons actually named in the policy schedule or in the event of their death a legal personal representative

Insurers/Our/Us/We

The **Insurers** described in the paragraph headed 'The Insurers' on Page 6

Unoccupied

If any **Residence** is not lived in by a **Tenant** or not lived in by **You** as **Your main residence**

Tenant

An occupier of **Your Insured Property** or **Residence** by virtue of a tenancy agreement

Contents

Either

- i Domestic furniture and furnishings (excluding Valuables)

or if Limited Contents Cover is operative

- ii Carpets, curtains, interior sun blinds, light fittings, fridges, freezers, dishwashers, washing machines, dryers, cookers and microwaves

belonging to **You** or for which **You** are responsible in any **Residence** or in the common parts of **Your Property**

Money

Cash, bank or currency notes, cheques, postal and money orders, current postage stamps and National Insurance Stamps all belonging to **You** or for which **You** are responsible

Valuables

Articles of gold, silver or other precious metals, jewellery, watches, photographic equipment, binoculars, furs, curios and other works of art, audio and audio visual equipment (but not television receiving equipment [except satellite and cable television receivers] having a replacement cost as new of £750 or less), home computer equipment, collections of stamps coins and medals all belonging to **You** or for which **You** are responsible

Excess

The first amount as shown in the **Policy Schedule** of any claim resulting from the same incident of loss or damage to any **Insured Property**

Period of Insurance

The period stated in the **Policy Schedule** for which **We** agree to accept and **You** have paid or agreed to pay the premium

Endorsement

A variation in the terms of the policy

Value

The amount of money **You** would have received by selling the article or property immediately prior to the loss or damage occurring

Household

You, all members of your family and any other persons permanently living in **Your** home (other than **Tenants**).

Accidental Damage

Sudden and unexpected damage caused by external means

The Business

Owning the Contents in the **Insured Property** as described in the **Policy Schedule**

Tenant Status

The employment status or otherwise as stated in the **Policy Schedule**

Let Plan Insurance Policy

In consideration of the person or persons named as the Insured in the Policy Schedule (**You**) paying to **Us** the First Premium mentioned in the Policy Schedule, **We** agree to insure in the manner and to the extent provided for in the respective Sections specified in the Policy Schedule in respect of events occurring during the Period of Insurance set out in the Policy Schedule or any subsequent period for which **You** shall pay and **We** shall accept the premium required.

Signed for and on behalf of Groupama Insurance Company Limited

François-Xavier Boisseau

Chief Executive Officer

Groupama Insurance Company Limited

6th Floor, One America Square

17 Crosswall

London

EC3N 2LB

Members of the Association of British Insurers.

Authorised and regulated by the Financial Services Authority.

General Conditions

1 We will act in good faith in all our dealings with **You**. Equally the payment of claims is dependent on:

Your own observance of the following:

- a taking reasonable steps to safeguard against accident, injury loss or damage
- b reporting in writing to **Us** as soon as reasonably possible full details of any incident which may result in a claim under this **Policy**
- c forwarding to **Us** every writ, summons, legal process or other communication in connection with the claim immediately upon receipt
- d not admitting liability or making an offer or promise of payment or indemnity without **Our** written consent
- e giving all necessary information and assistance that **We** may require
- f notifying the police as soon as **You** become aware of loss or damage caused by theft or malicious act

Your recognition of our rights

- a to take over and deal with in **Your** name the defence or settlement of any claim
- b to take proceedings in **Your** name, but at **Our** expense, to recover for **Our** benefit the amount of any payment made under this **Policy**
- c to settle **Your** claim on a proportionate basis if **You** have other insurance covering the same loss, damage or liability

Any other person entitled to claim the benefit of this **Policy** must also observe its terms and conditions

2 Arbitration

Where **We** have accepted a claim but the amount to be paid is in dispute the matter will be referred to an independent arbitrator acceptable to the parties involved.

3 Cancellation

You may cancel the **Policy** at any time by letter. **We** may cancel **Your** **Policy** or any section by sending seven days notice by recorded delivery letter or registered letter to **Your** last known address.

If the premium is payable by instalments and payment ceases, **Your** **policy** will be automatically cancelled. **We** are not obliged to give **You** notice of this cancellation. Any return of premium due will depend on how long the **Policy** has been in force and whether any claims have been made.

4 Non-Invalidation

Any act or omission on the part of a **Tenant** without **Your** knowledge and beyond **Your** control will not affect **Your** rights under this **Policy** provided **You** give notice to **Us** in writing immediately **You** become aware of such act or omission and **You** agree to pay any additional premium **We** may require.

5 Index Linking – protection against inflation

The **Sum Insured** in respect of Domestic Furniture and Furnishings will be adjusted monthly by the latest percentage change in the Consumer Durables Section of the Government's Retail Price Index or other appropriate index. No additional premium during the current period of insurance will be required for this adjustment. At each renewal the premium will be recalculated on **Your** new **Sum Insured** and will be shown on **Your** renewal invitation.

6 Contracts (Rights of Third Parties) Act

No person or company who is not party to this policy shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy. This shall not affect any right or remedy of a third party that exists or is available apart from this act.

7 Advice of Unoccupancy

It is a condition precedent to **Our** liability under this policy that if any **Residence** is **Unoccupied** for more than 180 consecutive days **You** will notify **Us** in writing immediately.

8 Voidance

This **Policy** will be voidable in the event of misrepresentation misdescription or non-disclosure in any material fact. If any claim under this **Policy** is in any respect fraudulent or if any fraudulent means or

devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy** or if any loss damage or destruction is occasioned by the wilful act or with the connivance of **You** all benefits under this **Policy** shall be forfeited.

9 Tenant Status

It is a condition precedent to **Our** liability that:

- a as soon as **You** become aware of any change in the current **Tenant Status** or
- b as soon as a new **Tenant** commences occupancy of the **Insured Property** and there is a change in **Tenant Status** then **You** must notify **Us** immediately

10 Basis of Tenancy Agreement

It is a condition precedent to **Our** liability under this **Policy** that any letting of the **Insured Property** by **You** is on the basis of a written assured shorthold tenancy (or the equivalent in Scotland, Northern Ireland or the Isle of Man) between **You** and the **Tenant** with a minimum initial period of three months unless an alternative basis of tenancy has otherwise been agreed and confirmed by **Us** in writing.

General Exclusions

This policy does NOT provide Insurance in respect of:

1 Radioactive Contamination

- a loss damage or destruction to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any direct or indirect consequential loss
- b any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i ionising radiation or contamination by radioactivity from any nuclear fuel or fuel from nuclear waste from the combustion of nuclear fuel
 - ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

This General Exclusion does not apply to the Employers Liability insurance provided by this policy

2 War and Similar Risks

Any contingency occasioned by or happening through or in consequence of war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or martial law

3 Nationalisation

Loss destruction or damage occasioned by nationalisation confiscation requisition seizure or destruction of or damage to property by or under the order of any Government or public or local authority

4 Sonic Bangs

Loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

5 Deliberate Acts or Omissions

Loss destruction or damage directly occasioned by any deliberate act or omission by **You** which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission

6 Terrorism

- 1 liability death injury loss damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including consequential loss and damage) directly or indirectly caused by resulting from or in connection with
 - i any act of **TERRORISM** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- ii any action taken in controlling preventing suppressing or in any way relating to any act of **TERRORISM**
- 2 loss damage or destruction or any consequential loss resulting from loss damage or destruction in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot civil commotion and (except in respect of loss damage or destruction by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons except to the extent:

- a that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees
 - b stated in the **SPECIAL PROVISION - TERRORISM**
- For the purpose of this Exclusion an act of **TERRORISM** means an act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear

In any action suit or other proceedings where We allege that by reason of this Exclusion any liability death injury loss damage destruction cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Liability) the burden of proving that such liability death injury loss damage destruction cost or expense is covered (or is covered beyond the Limit of Liability) shall be **Yours**

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

SPECIAL PROVISION – TERRORISM

Subject otherwise to the terms definitions exclusions exceptions provisions and conditions of the Policy this Insurance includes loss damage or destruction within the United Kingdom other than Northern Ireland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987 occasioned by or happening through or in consequence of an act of any person or group of persons acting on behalf of or in connection with any organisation with activities directed as defined in the Terrorism Exclusion provided that:

- i this **Policy** is issued in the name of an individual or individuals
- ii the original Insured is not a trustee or a body of trustees that holds the **Insured Property** under a trust
- iii **Your** main occupation / trade is not that of a **Property Owner**
- iv the proportion of commercial occupation in the **Insured Property** does not exceed twenty per cent
- v in respect of loss damage or destruction to Buildings, Contents and subsequent Loss of Rent and Alternative Accommodation in total any one loss occurrence **Our** liability shall not exceed £500,000 or the **Sum Insured** whichever is the lesser
- vi **We** will not be liable for loss damage or destruction arising directly or indirectly from
 - a the release or threat of release or explosion of germs or disease or other chemical or biological contagions or contaminants
 - b the use or threat of use or explosion of any nuclear device or radioactive substance
- vii this Special Provision does not apply to the Legal Liability as Employer Extension or to **Your** Legal Liability as Owner

For the purpose of this Special Provision a Loss Occurrence shall mean all individual losses arising in respect of a continuous period of twelve hours

7 Pollution

any general liability under the Liability Extension to this **Policy** for pollution or contamination other

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than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**

- a all pollution or contamination which arises out of one incident will be deemed to have happened at the time such incident took place
- b **Our** liability for all damages other than liquidated damages payable in respect of all pollution or contamination which is deemed to have happened during the **Period of Insurance** will not exceed the sum stated in the **Policy Schedule** as the **Amount of Indemnity** for any one **Event**

For the purpose of this Exclusion — pollution or contamination means

- i all pollution or contamination of Buildings or other structures or of water or land or the atmosphere and
- ii all loss or damage or injury directly or indirectly caused by such pollution or contamination

8 Date Recognition

Any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any:

- a electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software firmware program, computer data processing, equipment, telecommunication equipment or systems or any similar device
- b media or systems used in connection with any of the foregoing whether the property of the Insured or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date including without limitation the failure or inability to recognise capture save or retain or restore and/or correctly to manipulate interpret transmit return calculate or process any date data information command logic or instruction as a result of:
 - i recognising using or adopting any date day of the week or period of time otherwise than as or other than the true or correct date day of the week or period of time
 - ii the operation of any command or logic which has been programmed or incorporated into anything referred to in a and b above

Provided always that this General Exclusion shall not apply:

- 1 to any claim for subsequent loss or destruction of or damage to any property otherwise indemnifiable by this Policy
- 2 to any claim made arising under insurance in respect of Employers Liability if provided by this Policy

9 Wear and Tear

Loss destruction or damage directly occasioned by wear and tear.

10 Faulty Workmanship

Loss destruction or damage directly occasioned by faulty workmanship, defective design or defective materials.

11 Household Removal

Loss destruction or damage occasioned in the course of household removal.

12 General

Loss destruction or damage occasioned by any cleaning, repairing, restoration, depreciation, rot, mould, woodworm, insects, vermin, any climatic condition or other gradual cause.

13 Asbestos

Any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos.

This exclusion shall not apply in respect of such removal or disposal provided that:

- 1 such activity does not form part of **Your** usual **Business** or contract and
- 2 the discovery of asbestos by **You** is unintentional and accidental and
- 3 upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and

- 4 an HSE licensed asbestos removal contractor is employed if legally required
 - a to make safe the area in which the discovery is made as soon as is practicable
 - b who has Employers Liability and Public Liability insurances in force
 - i that provide Limits of Indemnity no less than those stated in the Policy Schedule and
 - ii that do not exclude the work to be carried out

We will pay:

- 1 Up to the **Sum Insured** under this section for loss of or damage to the Contents caused by:
 - a Fire explosion lightning or earthquake
 - b Storm or flood
 - c Collision or impact with the **Property** involving any
 - i vehicle, train, aircraft or other aerial devices or anything dropped from them
 - ii animal
 - d Riot, civil commotion, labour and political disturbances
 - e Malicious act
 - f Escape of water or oil from any fixed water or heating installation or domestic appliance
 - g Theft or attempted theft
 - h Breakage or collapse of any aerial or satellite dish
 - i Falling trees or branches
 - j Subsidence or ground heave of the site on which the **Property** stands, or landslip

We will not pay for:

- 1 • The **Excess**
 - b • loss or damage caused by or attributable to inadequate maintenance of the **Property**
 - loss or damage caused by frost
 - e • loss or damage to the **Contents** of any **Residence** which has remained **Unoccupied** for more than 90 consecutive days
 - loss or damage caused by the **Tenant**
 - f • loss or damage to the **Contents** of any **Residence** which has remained **Unoccupied** for more than 90 consecutive days
 - loss or damage resulting from any gradually operating cause
 - loss or damage to the appliance / installation itself
 - g • loss or damage to the **Contents** of any **Residence** which has remained **Unoccupied** for more than 90 consecutive days
 - loss or damage to **Your Contents** unless violent and forcible means are used to gain entry or exit
 - loss or damage caused by the occupiers of the individual **Residence**
 - loss or damage to **Your Contents** whilst outside of the **Property** or in any outbuilding in excess of £500
 - j • loss or damage caused by bedding down of new structures, any settlement shrinkage or expansion
 - loss or damage caused by demolition, structural alteration or repair, inadequate construction of foundations

We will pay:

- 2 **Replacement of external door locks**
Up to £250 for the replacement and installation cost of external door locks of **Your Property** including any **Residence** where the keys of such locks have been stolen
- 3 **Metered Water and Gas Charges**
Up to £250 for the costs incurred by **You** as determined by the respective Supply Undertaking Company's Meter for metered water and gas charges demanded by the Supply Undertaking Company following loss or damage to the apparatus after the point of the service feed to the **Property**
- 4 **Loss of Rent or Alternative Accommodation**
Up to 30% in total of the Sum Insured on Your Contents for:
 - a
 - i loss of rent as a result of **Your Residence** being made uninhabitable following loss of or damage to **Your Contents** from any cause insured by this **Policy** or
 - ii the necessary cost for alternative accommodation for **Tenants** incurred by **You** as a result of the **Contents** being made unusable following loss or damage from any cause insured by this **Policy**
 - b the costs necessarily and reasonably incurred by **You** with **Our** consent in re-letting the **Residence** solely as a consequence of the loss or damage
- 5 **Accidental Damage**
(This cover only applies when **Accidental Damage** appears under the **Contents** section on **Your Policy Schedule**)
 - Up to the **Sum Insured** for loss or damage to Contents in **Your Insured Property** caused by **Accidental Damage**
 - Up to the **Sum Insured** for loss or damage to Your Contents in **Your Insured Property** caused by Malicious Act of the **Tenant**

We will not pay for:

- loss or damage caused by erosion of the coast or riverbank
- loss or damage which originated prior to the commencement of this insurance
- 2 • Loss arising from theft by persons who lawfully occupy or have lawfully occupied the **Property** or **Residence**
- 3 • Any loss not discovered within 180 days of the damage occurring
- any loss occurring when the **Property** or **Residence** in which the loss occurs is **Unoccupied**
- 4 • The **Excess**
 - Any loss where the **Residence** was **Unoccupied** prior to the loss unless verified by a tenancy agreement evidencing future occupation.
 - Any loss incurred once the **Residence** is habitable
- 5 • The **Excess**
 - any amount recoverable from the deposit paid by the **Tenant**, up to the total amount of the initial deposit paid (proof of the deposit payment must be submitted in the event of a claim)
 - loss or damage that is already covered under the **Tenant's** own contents insurance policy
 - loss or damage resulting from any gradually operating cause
 - loss or damage to the **Contents** of any **Residence** which has remained **Unoccupied** for more than 90 consecutive days
 - loss or damage caused by neglect or lack of routine maintenance

We will pay:

We will not pay:

- loss or damage caused by cleaning, repairing, restoration, wear and tear or depreciation, rot, mould, woodworm, insects, vermin, any climatic condition or other gradual cause
- loss or damage caused by faulty workmanship, defective design or defective materials
- loss or damage caused by mechanical or electrical fault, breakdown or derangement
- loss or damage caused by domestic pets
- loss or damage specifically excluded under the **Contents** section or elsewhere in this **policy**
- the cost of maintenance and normal redecoration

Basis of Claims Settlement

Repair

We will pay up to the **Sum Insured**, or any lower limit specified, for the cost of repair of each item that is partially damaged or, at **Our** option, We will arrange for the repair of any such item

Subject to the overall limits shown above, We will not pay more for the repair of an item than the cost of replacing it as new

If a damaged item can be repaired but the repair is not carried out, We may, at **Our** option, pay the reduction in the **Value** of the item as a result of the loss or damage but not exceeding the estimated cost of repair

Replacement

We will pay up to the **Sum Insured**, or any lower limit specified, for the cost of replacement as new of each item that is totally lost or damaged beyond repair or, at **Our** option, We will arrange to replace any such item

If an item has been totally lost or damaged beyond repair and is not replaced, We will pay the **Value** of that item at the time of the loss or damage

Special Conditions

- 1 If at the time of loss or damage the cost of reinstating the whole of the **Contents** exceeds its **Sum Insured** then **You** will be considered as being **Your** own insurer for the difference and shall accordingly bear a proportionate share of the loss
- 2 We will not pay for the replacement of or work on any undamaged or remaining items solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design
- 3 The **Sum Insured** on **Contents** will be reinstated automatically from the date of notification of any claim under this section

We will pay:

6 Legal Liability as Owner (or in the event of death the legal personal representative)

- a Up to £5,000,000 in respect of any one event, plus costs agreed by **Us** in writing which **You** become legally liable to pay as the owner of the **Contents** for
 - injury, illness or disease of any person
 - loss or damage to property which neither belongs to **You** or is in **Your** care occurring during the Period of Insurance
- b Solicitors fees arising from a claim under this paragraph for
 - representation at any coroners inquest or fatal accident enquiry
 - defence in any court of summary jurisdiction arising out of any possible claim

We will for the purpose of this clause treat as though they were the owner any of **Your Tenants** or Lessees provided that they fulfil the terms and conditions of this **Policy** in so far as they apply.

7 Occupiers Legal Liability and Worldwide Personal Liability

- a Up to £5,000,000, plus costs agreed by **Us** in writing which a member of **Your Household**, as occupier of **Your home** or in a personal capacity could become legally liable to pay for:
 - injury, illness or disease of any person
 - loss or damage to property which neither belongs to, nor is in the charge of a member of **Your Household**

We will not pay:

- a Loss of or damage to property or injury, illness or disease
 - arising out of any deliberate act or omission by any member of **Your Household** which could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - arising out of any employment, business or profession other than property owning
 - arising out of any work on the **Property** by **Your** employees
 - suffered by anyone under a contract of service with **You** and arising out of the work they are employed to do
 - arising from accidents involving any dog described in Section 1 of the Dangerous Dogs Act
 - arising from the ownership, possession or use by **You** or on **Your** behalf of
 - i any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare
 - ii any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft
 - any fines or penalties
- 7 • Compensation or other costs arising from accidents involving the following if owned by or in the charge of a member of **Your Household**:
 - motor vehicles and any trailers attached
 - aircraft, motor boats, yachts or caravans
 - animals which escape from land (other than **Your** home) on which they are usually kept
 - any dog described in Section 1 of the

- loss or damage caused by fire, explosion, lightning, earthquake or escape of water from any fixed water or fixed heating installation to any private residence and/or its **Contents**, temporarily occupied for holiday purposes by a member of **Your Household**

occurring during the **Period of Insurance**

- b Solicitors fees arising from a claim under this paragraph for
 - representation at any coroners inquest or fatal accident enquiry
 - defence in any court of summary jurisdiction arising out of any possible claim

- Dangerous Dogs Act
 - property usually kept on land other than **Your** home
- Loss of or damage to property or injury, illness or disease
 - arising out of any deliberate act or omission by any member of **Your Household** which could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - arising out of any employment, business or profession of any member of **Your Household**
 - suffered by anyone under a contract of service with a member of **Your Household** and arising out of the work they are employed to do
 - arising directly or indirectly from the transmission of any communicable disease or virus by any member of **Your Household**
 - suffered by any member of Your Household
- Any fines or penalties

- b Public Liability
 - i Bodily injury to or illness or disease of any person
 - ii loss or damage to property excluding bodily injury to or illness or disease of any person arising out of and in the course of their employment by **You** under a contract of service or apprenticeship and excluding loss of or damage to property belonging to **You** or in **Your** charge or under **Your** control

We will pay:

In the event of any Occurrence described above, happening during the **Period of Insurance**, **We** will indemnify **You** against

- sums which **You** shall become legally liable to pay for compensation and claimant's costs and expenses in respect of any Occurrence in connection with **The Business**
- costs and expenses of litigation incurred with **Our** written consent in respect of a claim made against **You** to which the indemnity expressed in this extension applies
- the payment of Solicitors' fees incurred with **Our** written consent for **Your** representation at proceedings in any Court of Summary Jurisdiction, arising out of any alleged breach of a statutory duty resulting from an Occurrence which may be the subject of indemnity under this Extension, or at any Coroner's Inquest or Fatal Accident Enquiry in respect of such Occurrence

Extension

The indemnity provided by this Extension shall also apply to liability incurred by **You** in respect of legal costs and other expenses (other than fines or penalties imposed) incurred with **Our** written consent and prosecution costs awarded against **You**, arising out of **Your** prosecution for a breach or alleged breach, during the **Period of Insurance**, of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

We will not pay:

Any liability under Occurrence b in respect of:-

- injury, illness or disease, loss or damage caused by anyone in **Your** employment other than a gardener, porter, caretaker or cleaner
- loss or damage to property which results from **Your** deliberate act or omission and which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission
- injury, illness or disease, loss or damage, arising from the ownership, possession or use by **You** or on **Your** behalf of
 - i any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare
 - ii any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft
- loss of or damage to any commodity article or thing supplied installed or erected by **You** if such loss or damage is attributable to any defect therein or the harmful nature or unsuitability thereof
- accidents involving any dog described in Section 1 of the Dangerous Dogs Act
- any fines or penalties

Extension

Legal Liability as Employer

The cover provided by this Section is extended to provide Legal Liability Insurance as follows:-

Amount of Indemnity

Employers Liability£10,000,000

Public Liability.....£5,000,000

The following interpretation applies throughout this Extension:

- The Insured includes
 - in the event of **Your** death, any of **Your** legal personal representatives in respect of liability incurred by **You**
 - if **You** so request as far as concerns Occurrence b) only any of **Your** directors, partners, gardeners, porters, caretakers or cleaners in their capacity as such
- If there is more than one person specified in the Policy Schedule as being the **Insured**, this extension shall apply separately to each person but **Our** total liability shall not exceed the **Amount of Indemnity**
- Property in **Your** charge or under **Your** control shall not include employees' or visitors' personal effects
- Occurrences
 - Employers liability

Bodily injury, illness or disease to any gardener, porter, caretaker or cleaner under a contract of service or apprenticeship with **You** and resulting from the work they are employed to do

Conditions for Legal Liability as Employer

Avoidance and Recovery

If any claim is not covered by this Extension **You** will repay to **Us** all payments made solely because of the compulsory insurance law of a country to which this extension applies

Basis of claims settlement for all Liability cover

Our liability for all compensation payable to any claimant or number of claimants in respect of or arising out of any one Occurrence or all Occurrences of a series consequent on one original cause shall not exceed the **Amount of Indemnity** for any one event.



RENT GUARANTEE AND LEGAL EXPENSES

Definition of words

Administrator

Let Plan, Becor House, Green Lane, Lincoln LN6 7DL.

Deposit

The sum of money held by the Landlord or the Landlord's agent as security for the performance of the Tenant's obligations.

Event

Means one of the following:

- i the Tenants failure to deliver up to the Landlord vacant possession of the Property upon the expiry of a notice requiring possession served pursuant to section 21 Housing Act 1988 (as amended by the Housing Act 1996).
- ii an incident or circumstances which give rise to a claim for possession by the Landlord upon one or more grounds for possession as set out in Schedule 2, Housing Act 1988 (as amended by the Housing Act 1996).
- iii occupation of the Property by person or persons unknown to the Landlord and or persons allowed into occupation by a lawful Tenant but without the Landlord's authority.
- iv an incident or circumstances which give rise to a claim by the Insured against the Tenant for damages for failing to return the Property to the Insured in the same condition of repair and cleanliness, as that, at which it was in at the commencement of the Tenancy.

Excess

The first amount, as shown in the Schedule of any claim resulting from the same incident.

Landlord

The person(s) or company, being the person entitled to the reversionary interest in the Property, whom enters into a Tenancy agreement with the Tenant and is the beneficiary of the Policy, as specified in the Schedule.

Insurer

Propgen Insurance Limited.

Limit of Indemnity

The amount payable by the Insurer under this Policy for all Professional Costs and payments of Monthly Benefit in respect of any Event. The maximum amount payable by the Insurer in respect of all Events occurring during any Term is £50,000.

Monthly Benefit

Means the sum of money paid each month by the Insurer to the Landlord in the event of a successful claim and as defined in the Schedule.

Offer

Has the same meaning as that attributed to it by Part 36 Civil Procedure Rules 1996.

Period of Guarantee

Is that as described in the Schedule provided that the Landlord has paid and the Insurer has accepted the Relevant Payment for each Period of Guarantee;

Policy

Means this written undertaking between the Insurer and Landlord.

Proceedings

Civil Court action or Arbitration or Appeal arising therefrom.

Professional Adviser

The solicitor or accountant or other appropriately qualified person, firm or company appointed under the terms of the Policy to act for the Landlord.

Professional Costs

Means in respect of an Event, unrecovered fees, costs and disbursements reasonably, properly and necessarily incurred by the Professional Adviser and the costs (on the standard basis) of any Proceedings incurred by a third party for which the Landlord may be made liable by order of a court or by agreement.

Property

Means the residential premises at the address specified in the Schedule.

Prospect of Success

The Landlord's likely success in the Proceedings decided according to the terms of the Policy.

Relevant Payment

The premium payable by the Landlord to the Insurer for the Legal Expenses and Rent Policy.

Rent

The amount payable under the Tenancy as shown on the Schedule.

Schedule

The document issued to the Landlord on behalf of the Insurer, which specifies details of the Landlord's cover under the Policy.

Start Date

The date specified as the Start Date in the Schedule.

Tenancy

An Assured Shorthold Tenancy as defined in the Housing Act 1988 and corresponding legislation in Scotland, Northern Ireland or the Isle of Man, and any amending legislation.

Tenant

The occupier of the Property by virtue of a Tenancy agreement.

Term

The period specified in the Schedule.

Exclusions

1 Eligibility

For a **Landlord** to be eligible for cover:

- a the **Tenant** must be at least 18 years of age
- b the **Landlord**, or the managing agent acting on his behalf, must ensure that the following procedures are adhered to.

The **Landlord** must:

- i not allow a **Tenant** into possession of the **Property** other than on the basis of an already completed written **Tenancy** agreement duly signed by all parties;
- ii ensure that all necessary statutory pre-grant notices are served personally in the correct form on the **Tenant** prior to the granting of the **Tenancy**;
- iii ensure that, prior to the granting of any cover, all **Tenants** are either:
 - satisfactorily referenced by the Let Plan Referencing Service or
 - satisfactorily referenced by another licensed referencing service that has been approved, in writing, by **Let Plan** or
 - **Let Plan** has received the **Tenants** references and has confirmed in writing that they are acceptable and that any conditions attached to the references provided have been met.
- iv not enter into a **Tenancy** agreement where a person has been requested to stand surety for the **Tenant** unless that person has been referenced in accordance with the criteria set out in paragraph iii above and that person has entered into a legally enforceable **Policy** in favour of the **Landlord**;
- v not allow any **Tenant** into occupation of the **Property** until the first month's **Rent** and **Deposit** payment has been paid in cash or payment has cleared in the **Landlord's** or managing agents bank account;
- vi prepare prior to the granting of the **Tenancy**, a detailed inventory of the contents and condition of the **Property**.

2 Terms Of Cover

For cover to continue under the **Policy**, the **Landlord** or the managing agent acting on their behalf must:

- a Keep a clear record of all **Rent** due and payments received including the date of any payment received;
- b Upon vacant possession being obtained, prepare a detailed inventory of the contents and condition of the **Property** together with, if applicable, a schedule of dilapidations;

3 Legal Expenses Cover

If during a **Period of Guarantee** an **Event** occurs, the **Insurer** will provide to the **Landlord** indemnity for fees not otherwise recoverable for **Professional Costs** incurred in the pursuit or defence of a civil claim relating to that **Event**;

4 Legal Expenses Exclusions

The **Policy** will not cover any claim:

- a where there is an insufficient **Prospect of Success**;
- b where the **Event** had commenced or occurred before the first **Period of Guarantee**;
- c where the **Tenancy** commenced before the first **Period of Guarantee** began and the **Event** occurs within 90 days of the **Start Date**;
- d where at or prior to the start of the first **Period of Guarantee** the **Landlord** in the reasonable judgement of the **Insurer** should have realised that a claim might occur;
- e where the **Landlord** fails promptly to provide evidence or information reasonably required by the **Insurer** or the **Administrator** to establish whether support can be provided for a **Landlord** under the **Policy**;

- f where the **Landlord** or anyone acting on behalf of the **Landlord** is responsible for anything which in the reasonable opinion of the **Insurer** prejudices either the **Landlord's** or the **Insurer's Prospect of Success** in the prosecution, defence or settlement of the **Proceedings**;
- g where the **Landlord** acts without the consent of the **Insurer** or contrary to or in a manner different from the advice of the **Insurer** or the **Professional Adviser**
- h where the **Landlord** has failed to adhere to the eligibility criteria and terms of cover specified in the **Policy**
- i which is false, fraudulent or arises from any deliberate criminal act or omission of the **Landlord**;
- j unless the **Administrator** is promptly notified of the **Event** by receipt of a fully-completed **Claim Form** together with supporting documents, providing a full and truthful account of the facts of the claim, to be received by the **Administrator**
 - i no later than sixty days after the **Event** occurs; or
 - ii in the case of **Rent** arrears accruing no later than seven days after the balance of **Rent** unpaid exceeds a sum equivalent to two months **Rent** or no later than ninety days after the first arrears accrue whichever is the sooner;
- k arising from war, riot, radioactive contamination, nuclear accidents and similar risks;
- l where the amount in dispute is less than £250;
- m in a dispute or conflict of interest between the **Landlord** and the **Insurer** or the **Administrator**, mortgage lender, property agent or **Professional Advisor**;
- n relating to the damage or loss of the items not contained in an inventory prepared by the **Landlord** or the **Landlord's** agent and signed by the **Tenant** prior to or at the commencement of the **Tenancy**;
- o arising from:
 - i subsidence or mining or quarrying activities;
 - ii the compulsory purchase, placing of restrictions or any other action by any government, public or local authority;
 - iii planning law including the Town and Country Planning Legislation;
 - iv the construction of or structural alteration to buildings or parts of buildings;
 - v libel or slander or malicious falsehood;
- p for an application for a **Judicial Review** or for an appeal unless the **Insurer** has given their prior written consent to such costs being incurred;
- q falling within the jurisdiction of a **Rent Assessment Committee**, the lands tribunal or the leasehold valuation tribunal;
- r relating to the payment or non payment of service charges as defined in the **Landlord and Tenant Act 1985** (as amended); or
- s for damages, interest, fines or other penalties.

5 Legal Expenses Limit of Cover

There is no cover for **Professional Costs** that are:

- a incurred in avoidable correspondence;
- b incurred prior to written confirmation from the **Insurer** that the claim has been accepted;
- c in excess of the **Limit of Indemnity** in aggregate with **Rent Guarantee** cover;
- d in excess of those for which the **Insurer** has given its prior approval in accordance with the terms and conditions of the **Policy**
- e recoverable from a court, tribunal or elsewhere; or
- f incurred in respect of any claim where the **Landlord** is, or but for the existence of this **Landlord** would be, entitled to indemnity under any other **Policy** or **Guarantee**.

The **Insurer** will not be liable for any **Excess** specified in the **Schedule**.

6 Rent Guarantee Cover

- a **Monthly Benefit** will be paid by the **Insurer** in respect of arrears of **Rent** owed on a **Property** by the **Tenant** to the **Landlord**, for up to 12 months or until vacant possession has been gained, whichever happens soonest, subject to the following:
- i such arrears commenced during the **Period of Guarantee**
 - ii the **Administrator** is promptly notified of the **Event** by receipt of a fully-completed Claim Form together with supporting documents, providing a full and truthful account of the facts of the claim, to be received by the **Administrator** no later than seven days after the balance of **Rent** unpaid exceeds a sum equivalent to two months **Rent** or no later than ninety days after the first arrears accrue whichever is the sooner;
 - iii action is taken promptly to gain vacant possession of the **Property** or recover unpaid **Rent**, unless the only reason for not taking action is that the **Professional Adviser** advises that the expected costs incurred will be more than any money recovered;
 - iv the **Insurer** has the right at any time under subrogation to pursue **Proceedings** against the **Tenant**
- b The following provisions take effect once vacant possession has been obtained in accordance with paragraphs 6 (a-d) above;
- i after the **Landlord** has recovered vacant possession the **Monthly Benefit** will cease to be payable until such time that the **Property** is in a suitable condition to be let upon a further **Tenancy**. When the **Property** is in a suitable condition to be let, and provided that the **Property** is made available for letting, then benefit will be paid at 50% of the **Monthly Benefit**, however all benefit will cease upon:
 - the **Property** being let on a new **Tenancy**; or
 - three months from the date of vacant possessionwhichever shall be the sooner.
 - ii once vacant possession is obtained if the **Property** is to be re let, the **Rent** must be set in accordance with the current market **Rental** value appropriate for the **Property**;
 - iii the **Landlord** must accept any reasonable offer of **Tenancy**.
Benefit will be paid as stipulated in 6(a) and 6(b)(i) above at a rate of 1/30th of the **Monthly Benefit** for each continuous day that **Rent** is in arrears or that vacant possession benefit is payable. The **Monthly Benefit** will be paid monthly in arrears and will only be paid if the terms and conditions of the **Policy** are met.

7 Rent Policy Exclusions

The **Policy** will not cover:

- a any claim which would be excluded under Section 4. of this **Policy**;
- b The first months **Rent** arrears or a sum equivalent to the monthly **Rent** under the **Tenancy** whichever is the greater;
- c **Rent** once the **Property** is re-let,
- d periods for which the **Property** is not available for reletting once vacant possession is obtained;
- e periods for which the **Property** is advertised for sale or is the subject of a contract for sale; or
- f any interest on **Rent** arrears.

8 Rent Policy Limit of Cover

The **Insurer** shall not be liable for more than:

- a The **Limit of Indemnity** for Rent Guarantee cover in aggregate with **Legal Expenses**; or
 - b A sum equivalent to 12 x the **Rent**;
- whichever is the lesser.

9 Alteration in Risk

The **Landlord** shall notify the **Insurer** as soon as they become aware of any alteration in risk which may materially affect the **Policy**. The **Landlord** may be required to pay an additional premium to the **Insurer**.

10 Claims Procedure

- a If **Rent** is overdue the **Tenant** must be contacted by the **Landlord** or the **Landlord's** agent within seven days of the **Rent** falling due to attempt to ascertain why the **Rent** is unpaid. If the **Rent** remains unpaid, within a further seven days, the **Tenant** must be contacted by the **Landlord** or the **Landlord's** agent again.
- b If the **Landlord** or the **Landlord's** agent becomes aware of a potential claim the **Landlord** or the **Landlord's** agent shall notify the **Administrator** by sending to the **Administrator** a fully-completed Claim Form together with supporting documents, providing a full and truthful account of the facts of the claim, to be received by the **Administrator**, no later than 60 days after the **Event** occurs, save in the case of **Rent** arrears accruing, notification of the **Event** to the **Administrator** as described above must be no later than seven days after the balance of **Rent** unpaid exceeds a sum equivalent to two months **Rent**.
- c The **Landlord** must provide documentary evidence as requested by the **Insurer** in the event a claim is made.

11 Prospects of Success

If at any time during the claims procedure the **Professional Adviser** considers in his professional capacity that the **Landlord's Prospects of Success** in the **Proceedings** do not warrant continuing with the **Proceedings**, or that the interests of the **Landlord** can be better achieved by other means, the **Insurer** shall then be under no further liability to indemnify the **Landlord** in respect of the case. The **Insurer** shall provide the **Landlord** with a written explanation of their decision. If the **Landlord** disagrees with this decision, the dispute must be resolved in accordance with the **Insurer's** internal appeals procedure.

12 Conduct of the Proceedings

- a The **Insurer** may make its own investigations into the claim and may, subject to the approval of the **Landlord** (which shall not be unreasonably withheld), attempt to reach a settlement of the **Proceedings**.
- b In any claim where the appointment of a **Professional Adviser** is appropriate, a **Professional Adviser** will be nominated to act for the **Landlord** by the **Insurer**.
- c The **Professional Adviser** must promptly inform the **Insurer** of:
 - i their professional opinion as to the **Prospects of Success** of the **Landlord's Proceedings**; and
 - ii an estimate of the total costs likely to be incurred in the **Proceedings** with details of their charging rates.
- d The **Landlord** must immediately on the appointment of the **Professional Adviser** pay any **Excess** shown in the **Schedule** to the **Professional Adviser**.
- e The **Professional Adviser** must keep the **Insurer** fully and promptly informed on the progress of the case, of any change in their opinion of the **Prospects of Success** and their estimate of costs during the **Proceedings**.
- f The **Insurer** will only meet the **Professional Costs**:
 - i which have been agreed in advance by the **Insurer** as to both amount and purpose; and
 - ii while **Prospects of Success** in the **Proceedings** remain reasonable.
- g The **Insurer** reserves the right, and the **Landlord** agrees that the **Insurer** may take over conduct of any **Proceedings** in the name of the **Landlord**. The **Landlord** will cooperate and assist the **Insurer** in connection with the said conduct of the **Proceedings**.

13 Withdrawal and Discontinuance

If the **Landlord** withdraws from or discontinues the **Proceedings** without the prior agreement of the **Professional Adviser** then any **Professional Costs** incurred and third party costs will become the responsibility of and payable by the **Landlord**.

14 Co-operation

- a The **Landlord** will co-operate with the **Insurer/Administrator** at all times and reply promptly to any correspondence connected with the claim.
- b The **Landlord** shall give promptly to the **Professional Adviser** all information requested and will meet with them whenever requested.
- c The **Landlord** or the **Professional Adviser** must promptly notify the **Insurer** should a conflict of interest arise between the **Landlord** and the **Insurer**.
- d The **Landlord** shall provide all evidence or information required by the **Insurer** and the **Professional Adviser** and shall keep them fully and continually informed of all developments relating to the **Proceedings**.
- e The **Landlord** shall, if so requested by the **Insurer**, instruct the **Professional Adviser** to submit his bill of costs for taxation by the court or certification by the appropriate professional body.
- f The **Landlord** shall whenever reasonably possible attempt to recover costs from a third party and shall instruct the **Professional Adviser** accordingly.
- g The **Landlord** or managing agent will attend any court hearing if required to do so by the appointed **Professional Adviser**.

15 Rights to Information

- a The **Insurer** shall have direct access to the **Professional Adviser** at all times. The **Insurer** shall be entitled to obtain from the **Professional Adviser** any information, relating to the **Proceedings**, whether or not privileged, and the **Landlord** shall, if so requested, immediately give any instructions to the **Professional Adviser** which may be required for this purpose.
- b The **Insurer** shall be notified immediately in writing by the **Landlord** or the **Professional Adviser** of any **Offer** made. If the **Insurer** considers the outcome of the **Proceedings** to be equally or less favourable to the **Landlord** than the **Offer**, the **Insurer** shall have no liability in respect of any further **Professional Costs**.

16 Cancellation

- a The **Insurer** may cancel the **Landlord's** cover under this **Policy** at any time by giving 14 days notice in writing.
- b The **Landlord** may cancel their cover under the **Policy** at any time by giving 14 days notice in writing to the **Insurer**. If no claim has been notified to the **Administrator** a return of the **Relevant Payment** proportionate to the unexpired period of the **Policy** may be made at the discretion of the **Insurer**.
- c If the **Administrator** or the **Insurer** becomes aware that the **Landlord** gave false or misleading information when they applied for **Policy cover**, and this information would have affected the **Insurer's** decision to indemnify the **Landlord**, then the **Insurer** may cancel the **Policy** with immediate effect. No benefit under the **Policy** will be payable to the **Landlord** should the **Policy** be cancelled under the terms of this paragraph. The **Insurer** may, at its discretion return to the **Landlord** the **Relevant Payment** proportionate to the unexpired period of the **Policy**.

17 Termination

The **Policy** will terminate on the earliest of the following events:

- a the end of the **Term**;
- b failure of the **Landlord** to pay the **Relevant Payment** when due; or
- c the **Landlord's** cover under the **Policy** is cancelled.

Notification of a claim will not be accepted for an **Event** occurring after termination of the **Policy**.

37 LANDLORDS PROFESSIONAL PROTECTION

18 General Conditions

- a If the **Landlord** does not comply with the terms and conditions of the **Policy**, the **Landlord** will not be entitled to any benefit provided by the **Policy**.
- b The contract between the **Landlord** and the **Insurer** is made up of the **Policy**, the **Schedule**, any endorsement and any other information provided by the **Landlord**.
- c The **Insurer** shall not be bound by any agreement to which they are not a party.
- d The rights under this **Policy** cannot be transferred to anyone other than the **Landlord**.
- e The **Policy** cannot be used to protect any person other than the **Landlord**.
- f The benefit cannot be paid to anyone else or in any way other than as described in the **Policy**.
- g Any notice to be given under these terms and conditions shall be either delivered personally or sent by first class post. The address for service of each party is (in the case of a company) its registered office and (in the case of an individual) his residential address or any other address for service previously notified to the other parties. A notice is deemed to have been served as follows:
 - i if personally delivered, at the time of delivery;
 - ii if posted, at the expiration of forty eight hours (in the case of airmail, seven days) after the envelope containing it is delivered into the custody of the postal authorities.
- h The **Insurer** is not bound to give notice when the **Policy** becomes due for renewal.
- i English law is the law that will apply to the **Policy**.
- j To improve the quality of its service, the **Administrator** and/or the **Insurer** will be monitoring and recording a select number of telephone calls.



EMERGENCY ASSISTANCE

Definition of words

Assistance

The reasonable efforts made by the **Contractor** during a SINGLE visit to the **Residence** to limit or prevent damage or discomfort or if at similar expense the cost of completing a permanent repair in respect of the events covered by this insurance.

Commencement Date

The date that your insurance cover starts.

Company/We/Us/Our

Propgen Insurance Limited.

Contractor

A qualified person approved and instructed by the **Helpline** to undertake Emergency Assistance.

Emergency

A situation which if not dealt with quickly would, in **Our** reasonable opinion:-

- a render the **Residence** unsafe or insecure; or
- b damage or cause further damage to the **Residence** or
- c cause unreasonable discomfort, risk or difficulties for or to the **Insured**.

Helpline – 0845 113 9191

The Domestic Helpline operated by Cunningham Lindsey UK;

Insured

The person or company named in the Schedule, and/or any **Tenant** living in the **Residence**.

Period of Cover

A period of 12 months from the **Commencement Date**.

Residence

The whole of or that part of the property occupied solely by the **Insured** as a private dwelling.

Tenant

An occupier(s) of a **Residence** by virtue of a written tenancy agreement.

Unoccupied

The **Residence** not being lived in by a **Tenant** or by **you** as **your** main **Residence**.

Exclusions

Limits of Indemnity

The amount the Company will pay in respect of:

- a any one claim shall not exceed:
 - i for **Assistance**, the cost of call out charges three hours labour, parts and materials including VAT, up to a maximum of £500
 - ii for overnight accommodation including VAT, up to £250
- b any one **Period of Cover**, shall not exceed £1,500

Exclusions

The Company shall not be liable for costs arising from or in connection with:

- a circumstances known to the **Insured** prior to the **Commencement Date**.
- b any **Residence**, system, equipment or facility which has not been properly installed, maintained or repaired in accordance with the manufacturer's instructions or has been incorrectly used or modified, or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
- c replacement of or adjustment to any decorative or cosmetic part of any equipment.
- d garages, outbuildings, cesspits, septic tanks or fuel tanks.
- e repairs to, replacement of or financial contribution to the replacement of, in whole or in part, a system that is, in **Our** reasonable opinion, uneconomic to repair or beyond repair.
- f wilful act of omission or neglect by the **Insured** which could reasonably have been expected by the **Insured** having regard to the nature and circumstances of such act of omission.
- g claims arising after the **Residence** has been left **Unoccupied** for 30 consecutive days or more.
- h the interruption or disconnection of utility services to the **Residence** however caused, or the failure or breakdown of the main electricity or water or gas supply or gas leaks.
- i Materials or labour charges covered by manufacturer's, supplier's or installer's guarantee or warranty.
- j any consequential loss or damage.
- k any consequences of riot, strike, lockout, civil commotion, labour disturbances, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- l loss or damage to any **Residence**, or any resulting loss or expense or any consequential loss or any legal liability directly or indirectly caused by, contributed to, by, or arising from:-
 - i Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
- m claims directly or indirectly occasioned by, happening through or in consequence of pollution contamination of any kind whatsoever.
- n any requests for **Assistance** not made to the **Helpline**.

Conditions

- a The **Insured** must take reasonable care and maintain the **Residence** and its equipment in good order and take all reasonable precautions to prevent loss or damage.
- b If any fraudulent claim is made or if any fraudulent means or devices are used to obtain benefit under this insurance all benefit hereunder shall be forfeited.
- c The **Company** may take proceedings at its own expense in the name of the **Insured** to recover any sums paid under this insurance

The Cover

We will indemnify the **Insured** up to the **Limits of Indemnity** of this **Policy** in respect of the provision of Emergency Assistance where one or more of the following events have occurred during the **Period of Cover**:

We will cover:

1 Plumbing and Drainage

An **Emergency** arising from the sudden and unexpected failure of or damage to the plumbing or drainage system in the **Residence**;

2 Electricity Supply

An **Emergency** arising from the sudden, unexpected and complete failure or breakdown of the electricity supply system in the **Residence**;

3 Cooking System

An **Emergency** arising from the sudden, unexpected and complete failure or breakdown of the permanently installed cooking system in the **Residence**;

We will not cover:

- 1 • Anything mentioned in the Exclusions relating to this **policy**
 - Central heating systems and boilers;
 - Replacement of water tanks or hot water cylinders
 - Leaks from any household appliances, sinks, showers or baths where leakage only occurs when the appliances, sinks, showers or baths are in use
 - **Events** where on attendance it becomes clear that the call out is not an **Emergency**
 - **Events** where there is an inherent defect in the plumbing or drainage causing the incident
 - More than one claim arising from the same cause

- 2 • Anything mentioned in the **Exclusions** relating to this **policy**
 - **Events** where only part of the **Residence** or part of the system has been affected by the failure of the electricity supply and the failure is not an **Emergency**
 - **Events** where on attendance it becomes clear that the call out is not an **Emergency**
 - Claims involving the restoration of electricity where the fault occurs outside the boundary of the **Residence**
 - **Events** where there is an inherent defect in the electric supply system
 - More than one claim arising from the same cause

- 3 • Anything mentioned in the **Exclusions** relating to this **policy**
 - Repairs to microwave ovens and other non-fixed cooking facilities
 - Repairs where the parts can no longer be obtained
 - Cookers beyond economic repair
 - **Events** where on attendance it becomes clear that the call out is not an **Emergency**
 - More than one claim arising from the same cause

We will cover:

4 Security

An **Emergency** arising from the sudden and unexpected failure of or damage to external locks, doors, or windows and the failure or damage is such so as to render the **Residence** insecure;

5 Lost Key

An **Emergency** arising from the loss of the only available key to the **Residence** where the Insured is unable to replace it or gain access;

6 Roofing, Downpiping and Guttering

An **Emergency** arising from the sudden failure of or damage to the roofing, down piping or guttering system of the **Property** and internal water damage to the **Residence** is a likely consequence of that failure or damage;

Additional Benefit

In the event of the **Residence** being rendered uninhabitable as a result of an **Emergency** the Company will, with its prior consent, pay reasonable costs incurred by the **Insured** in obtaining accommodation for one night.

We will not cover:

- 4 • Anything mentioned in the Exclusions relating to this **policy**
 - Replacement glazing unless the **Contractor** has the appropriate glazing available at the time of the visit
 - Any matters relating to security alarms;
 - **Events** where on attendance it becomes clear that the call out is not an **Emergency**
 - More than one claim arising from the same cause
- 5 • Anything mentioned in the **Exclusions** relating to this **policy**
 - Call outs during normal office hours where spare keys can reasonably be obtained by the **Insured**
 - Replacement of defective locks unless there is no other way of making the **Property** secure overnight
 - **Events** where on attendance it becomes clear that the call out is not an **Emergency**;
 - More than one claim arising from the same cause
- 6 • Anything mentioned in the Exclusions relating to this **policy**
 - Circumstances where there has not been internal water damage to the **Residence**
 - **Events** where on attendance it becomes clear that the call out is not an **Emergency**
 - More than one claim arising from the same cause

How to arrange Assistance

- 1 Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the local gas company.
- 2 Before requesting **Assistance** check that the circumstances are covered by this insurance.
- 3 Telephone the **Helpline** quoting the name of your managing agent and provide details of the problem. To ensure an accurate record your telephone conversation will be recorded.
All requests for **Assistance** must be made to the **Helpline** and not to the **Contractors** direct otherwise costs will not be covered.
- 4 The **Helpline** will appoint a suitable **Contractor** to attend, provided that this is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway networks and repairs thereto, and any other circumstances preventing access to the **Residence** or otherwise making the provision of **Assistance** impossible. The **Helpline** and the **Contractor** will have reasonable discretion as to when and how work is undertaken.
- 5 The **Contractor** will charge all costs covered by the insurance directly to the **Company**, however, the **Insured** will be asked to pay the cost of:
 - a call-out charges if there is no-one at the home when the **Contractor** arrives;
 - b work in excess of the **Limits of Indemnity**;
 - c fitting replacement parts or components of a superior specification to the original at the request of the Insured or managing agent
- 6 Overnight accommodation must first be approved and agreed by the **Helpline** and a receipted invoice forwarded by the **Insured** to **Let Plan** Emergency Assistance for reimbursement.