



**LANDLORDS**  
INSURANCE



# Hello

Please read this booklet carefully alongside your policy documents, to ensure that the cover provided meets your needs and expectations.

This *Policy Booklet* is also available in Braille and large print.



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## *Need* TO FIND SOMETHING QUICKLY...?

**Q How do I make a claim?**

**A See page 8**

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**Q How much of the claim do I have to pay?**

**A See page 9**

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**Q What cover have I selected?**

**A Check your *Policy Certificate***

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**Q What number do I call in the event of a claim?**

**A Please see your *Insurer Schedule***

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**Q Who is my insurer?**

**A Insurer details are on your *Insurer Schedule* and your *Policy Certificate***

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**Q I want to make changes to my policy**

**A Contact Paymentsshield using the details on your *Policy Certificate***

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# SUMMARY OF POLICY LIMITS

Your *Policy Certificate* will show the areas of cover that you have selected. Please contact PaymentsShield if you wish to change the cover that you have chosen.

## SECTION OF COVER

## LIMIT OF COVER

### Buildings

Sum insured.....	£1 million
Accidental breakage of underground drains and pipe.....	£1 million
Accidental breakage of fixed glass and sanitary fittings.....	£1 million
Full accidental damage.....	Optional
Malicious damage caused by tenants.....	£1 million
Loss metered water.....	£5,000
Loss of metered oil.....	£2,000
Unauthorised use of electricity, gas or water.....	£1,000
Alternative accommodation and rent.....	£200,000
Service pipes and cables.....	Included
Loss or theft of keys.....	£1,000
Trace and access.....	£5,000
Sale of home (between exchange and completion).....	£1 million
Property owners liability.....	£2 million
Employers liability for domestic employees.....	£10 million

### Contents (if selected)

Sum insured.....	See <i>Policy Certificate</i>
Full accidental damage.....	Optional
Malicious damage caused by tenants.....	Up to contents sum insured
Theft from outbuildings.....	£1,000
Contents in the garden.....	£500

### Landlords emergency (if selected)

Landlords Emergency.....	£1,000
Alternative accommodation.....	£250

### Legal expenses (if selected)

Legal costs.....	See <i>Policy Certificate</i>
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### Rent protection (if selected)

Rent arrears.....	See <i>Policy Certificate</i>
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### Tenant eviction (if legal expenses and/or rent protection is selected)

Legal costs of evicting your tenant.....	See <i>Policy Certificate</i>
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# ABOUT YOUR POLICY

**This section 'About your policy' does not form part of the legal contract between you and your insurer. It includes information which will help you to understand your policy.**

Some words have a special meaning in your policy and these are listed and explained on pages 10 and 11 'Policy Definitions'. Whenever a word with a special meaning is used it will be printed in bold type.

Your policy is made up of the policy wording and your *Policy Certificate*, *Insurer Schedule*, *Statement of Fact* and *Premium Breakdown*.

- Your *Policy Booklet* explains what is and what is not covered, how the insurer will settle claims and other important information
- Your *Policy Certificate* shows the cover that you have selected
- The *Insurer Schedule* gives the name and details of your insurer
- The *Statement of Fact* sets out the information you have told us
- The *Premium Breakdown* tells you how much you have to pay us

Paymentshield is the administrator of your insurance and have arranged this insurance on your behalf.

Paymentshield will send you new policy documentation including your *Policy Certificate* whenever a change is made to the insurance and each year before the renewal date so you can check that the cover still meets your needs.

Once you have received your policy documents you will have 14 days to make sure the cover is exactly what you need, if it isn't you can ask us to make any necessary changes. Alternatively, you can request cancellation of the policy and you will receive a full refund of premium as long as no claim has been made (full details of cancellation terms can be found on page 44).

You should make sure that the buildings sum insured shown on your certificate remains adequate to rebuild the insured property. If you extend or make improvements to the insured property such as installing double-glazing or adding a fitted kitchen or conservatory then the cost of rebuilding the insured property may increase.

If you have selected contents insurance your cover is for replacement as new. Remember to make sure the limits you choose remain adequate to replace your contents at all times.

If you have any questions please contact Paymentshield on the number shown on your *Policy Certificate*.

# THE INSURANCE *contract*

This policy is a legal contract between **you** and **us**. The *Policy Booklet* including *Policy Certificate*, *Insurer Schedule*, *Statement of Fact* and *Premium Breakdown* form one document and must be kept and read together. Please contact **Paymentshield** if **you** require copies of any of these documents.

The *Statement of Fact* sets out the information **you** gave **us** when **you** applied for the insurance. To fulfil **our** part of the contract **we** will provide the cover set out in this *Policy Booklet*:

- For the sections which are shown on **your** *Policy Certificate*
- For the period of insurance set out on the same *Policy Certificate*

For **your** part of the contract **you** must:

- Pay the premium as shown on **your** *Premium Breakdown* for each period of insurance
- Comply with all the terms and conditions set out in this policy

If **you** do not meet **your** part of the contract **we** may turn down a claim, increase **your** premium or **you** may find that **you** do not have any cover and **your** policy may be cancelled or treated as if it never existed.

**Paymentshield** will annually review **your** policy including **your** insurer and **your** renewal price and will write to **you** 21 days prior to **your** renewal date confirming any change of **your** insurer or policy terms and conditions.

If a cheaper premium can be provided by another insurer on **Paymentshield's** panel and **you** have provided **your** consent, then **Paymentshield** may transfer **your** policy to the new insurer. **Paymentshield** will write to **you** in advance with details of the new insurer and the offer of insurance. They will also explain how **you** can withdraw **your** consent and remain with **your** existing insurer.

## CHOICE OF LAW AND LANGUAGE

The law of England and Wales applies to **your** contract with **us**. The language used in this policy and any communication relating to it will be English.

# MAKING A CLAIM

This section tells **you** what **you** need to do in the event of a claim. Claims conditions that apply to **your** policy are set out on page 41. It is important that **you** comply with all policy conditions and **you** should familiarise yourself with any requirements.

## 1.

### BEFORE YOU CONTACT US

**You** should:

- First make sure that everybody is safe from harm and, if it is safe to do so, take any necessary steps to prevent further damage to the property such as switching off the gas, electricity and water supply
- If **you** have been a victim of theft or vandalism **you** should contact the police urgently and ask for an incident number
- Check the *Policy Booklet* and *your Policy Certificate* to see whether or not the event is covered

## 2.

### HAVE YOUR DETAILS READY

When **you** contact **us** to report a claim, it will be useful if **you** are able to provide:

- **Your** name, address and contact number
- Personal details necessary to confirm **your** identity
- **Your** policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with an approximate claim value if known
- Police details including an incident number where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries)
- Names and addresses of any witnesses

This information will enable **us** to make an initial evaluation of the claim.

## 3.

### OTHER INFORMATION WE MAY NEED

**We** may require additional information including:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- If property is damaged beyond repair **we** may require confirmation of this from a suitably qualified expert

Sometimes **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

### I need to make a claim. Where can I find the right number to call?

The claims helpline number to call in the event of a claim can be found on **your Insurer Schedule**. There are separate contact numbers shown on **your Insurer Schedule** for landlords emergency, legal expenses and rent protection if **you** have chosen these sections of cover.



# HOW WE SETTLE YOUR CLAIM

## 4.

### WHAT WE PAY

The most **we** will pay for any one event or series of events is the amount shown on **your Policy Certificate**. Policy limits are contained in this *Policy Booklet* and summarised on page 5.

**We** will also pay any extra costs necessary in restoring the damage by an insured cause to **your buildings**:

- To pay architects, surveyors and legal fees
- To clear debris, demolish **buildings** or make them safe
- To comply with government or local authority requirements

But not including:

- Fees for preparing any claim
- Any government or local authority requirements known by **you** before damage happens

## 5.

### WHAT YOU WILL NEED TO PAY

**You** will be responsible for the **excess** shown on **your Policy Certificate** for the relevant section of cover. If the **insured property** is **unoccupied** for between 45 and 90 days then **you** must pay the **unoccupancy excess** shown on **your** certificate.

The **excess** for **buildings** is separate to the **contents excess** - if a claim occurs affecting both **buildings** and **contents** only a single excess will apply (the higher of the two amounts if different).

If **you** make a claim during the period of insurance then **your** no claims discount may reduce in line with **our** scale at the renewal of the policy.

**We** will only pay 50% of the cost of replacing or changing undamaged items or parts of items which belong to a set or a suite. This includes items that have a common design or use such as suites of furniture and carpets, which are only damaged in one area, when the loss or damage relates to a specific part of an item or a clearly defined area.

## 6.

### PREFERRED SUPPLIERS

When settling **your** claim, **we** will look to repair or replace lost or damaged property where **we** consider it appropriate. **We** have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions. Where **we** can, **we** will offer to repair or replace through one of **our** network of contractors, repairers and product suppliers. If **you** would prefer to use **your** own tradesman or supplier **we** can pay **you** a cash settlement. The cash settlement will not exceed the amount **we** would have paid **our** preferred supplier. If **we** can't replace through a supplier then the full replacement price will be paid. No allowance will be made for VAT when a cash settlement is made.

All repairs carried out by **our** approved contractors are guaranteed for 12 months in respect of quality of workmanship.

# POLICY DEFINITIONS

The special words **we** use in this *Policy Booklet* are shown in bold type with their meanings alongside them. Wherever these words appear in the *Policy Booklet* they will always have these meanings.

<b>Accidental damage</b>	Visible damage which happens suddenly and has not been caused on purpose or inevitably
<b>Buildings</b>	The <b>insured property</b> , landlord's fixtures and fittings, patios, terraces, footpaths, swimming pools, tennis courts, drives, walls, fences and gates
<b>Contents</b>	<p>Domestic furniture and furnishings which belong to <b>you</b> and are in the <b>insured property</b> including televisions, satellite and radio receiving aerials, fridges, freezers, washing machines, tumble driers, dishwashers, microwaves, gas and electric cookers and meters, telephones, fixtures and fittings belonging to <b>you</b>, or for which <b>you</b> are legally responsible. <b>Contents</b> does not include the following:</p> <ul style="list-style-type: none"><li>• Motorised or mechanically propelled or assisted vehicles, including children's vehicles, whether licensed for use on public roads or not (other than garden machinery and motorised or electric wheelchairs), personal watercraft, aircraft, remote controlled or pedestrian controlled models including drones, gliders and hang gliders, caravans, trailers or any parts, keys or accessories for these items;</li><li>• Pets and livestock;</li><li>• Securities and documents;</li><li>• Mobile telephones;</li><li>• Any items more specifically insured by any other insurance policy</li><li>• Any item used for <b>your</b> trade or profession except in conjunction with <b>you</b> owning the <b>insured property</b>; or</li><li>• <b>Valuables</b></li></ul>
<b>Domestic employees</b>	Any staff employed under a contract of service by <b>you</b> in connection with the ownership or occupation of the <b>insured property</b> , not being self employed or through an agency
<b>Excess</b>	The first part of the claim for which <b>you</b> are responsible ( <b>your excess</b> can be found on <b>your Policy Certificate</b> )
<b>Heave</b>	Upward movement of the ground beneath the <b>buildings</b> as a result of the soil expanding
<b>Insured property</b>	<b>Your</b> dwelling in the United Kingdom as detailed on <b>your Policy Certificate</b> . This includes domestic outbuildings used in connection with the dwelling and any private garage or outbuilding belonging to <b>you</b> within 100 metres of the property
<b>Landslip</b>	Downward movement of sloping ground

<b>Money</b>	Current coin, banknotes, postal orders and postage stamps, National Savings stamps and certificates, premium bonds, cheques, travellers cheques, luncheon vouchers, gift vouchers, trading stamps, travel tickets, season tickets and phone cards
<b>Sanitary fittings</b>	Wash basins and pedestals, bathroom and kitchen sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels but not including swimming pools.
<b>Settlement</b>	Downward movement of the site caused by the weight of the building within the first 10 years
<b>Subsidence</b>	Downward movement of the ground beneath the <b>buildings</b> other than by <b>settlement</b>
<b>Tenant</b>	An occupier of the <b>insured property</b> or any part of the <b>insured property</b> which must be let for residential purposes.
<b>Unoccupancy condition</b>	<p><b>We</b> will not pay for loss or damage to <b>your buildings</b> that have been <b>unoccupied</b> for more than 45 days in a row unless;</p> <ol style="list-style-type: none"> <li>1. The <b>buildings</b> are inspected internally and externally at least once every seven days by a responsible adult and a record of these inspections is kept</li> <li>2. For the period November to March inclusive the water supply is turned off at the mains and all water tanks, pipes and apparatus are drained or a thermostatically controlled fixed heating system is used to maintain a minimum temperature of 58 degrees F (15 degrees C) at all times.</li> </ol> <p><b>We</b> will not pay for loss, damage or liability arising out of the activities of contractors whilst the <b>buildings</b> are <b>unoccupied</b>.</p>
<b>Unoccupied</b>	When the <b>insured property</b> is not lawfully lived in by a <b>tenant</b>
<b>Valuables</b>	Items of precious metal or precious stones, jewellery, watches, works of art, computer equipment, <b>money</b> or portable electrical equipment
<b>You</b>	The person, people or company named on the <i>Policy Certificate</i>
<b>Your</b>	Belonging to <b>you</b> or for which <b>you</b> are legally responsible
<b>We/Our/Us</b>	The insurer specified in <b>your</b> <i>Insurer Schedule</i>

# BUILDINGS INSURANCE

This section explains the details of **your buildings** cover.

	WHAT'S COVERED?	WHAT'S NOT COVERED?
	<p><b>Your buildings</b> including fixtures, fittings, any part of the structure, ceilings and decorations, fixed glass including double glazing and <b>sanitary fittings</b> are covered for loss or damage by the following causes:</p>	<p>The <b>buildings excess</b> shown on <b>your Policy Certificate</b></p>
<b>1</b>	<p>Fire, smoke, explosion, lightning or earthquake</p>	<p>Loss or damage by scorching, warping or melting if not accompanied by flames</p>
<b>2</b>	<p>Riots, civil commotion, labour and political disturbances or strikes</p>	<p>If the <b>insured property</b> is <b>unoccupied</b> for between 45 and 90 days, <b>you</b> must pay the unoccupancy <b>excess</b> shown on <b>your Policy Certificate</b> and <b>you</b> must comply with the <b>unoccupancy condition</b></p> <p>Loss or damage occurring after the <b>insured property</b> is <b>unoccupied</b> for more than 90 days</p>
<b>3</b>	<p>Malicious damage or vandalism including malicious damage caused by <b>tenants</b> to the <b>buildings</b></p>	<p>If the <b>insured property</b> is <b>unoccupied</b> for between 45 and 90 days, <b>you</b> must pay the unoccupancy <b>excess</b> shown on <b>your Policy Certificate</b> and <b>you</b> must comply with the <b>unoccupancy condition</b></p> <p>Loss or damage occurring after the <b>insured property</b> has been <b>unoccupied</b> for more than 90 days</p> <p>Any amount recoverable from the <b>tenant</b></p> <p>Damage caused by <b>your</b> failure to follow any manufacturer's instructions</p> <p>The cost of maintenance or normal decoration</p> <p>Loss or damage caused by a <b>tenant</b> carrying out illegal activities</p>
<b>4</b>	<p>Storm or flood</p>	<p>Loss or damage to fences, hedges and gates</p> <p>Damage caused by a rise in the water table (the level below which the ground is completely saturated with water)</p>
<b>5</b>	<p>Impact with the <b>insured property</b> by any aircraft or other aerial device or anything dropped from them or by any vehicle, train, animal, falling tree or branch or any falling aerial, aerial fitting or mast</p>	<p>Loss or damage caused by felling or lopping of trees and branches</p> <p>Loss or damage to fences, hedges and gates</p> <p>Loss or damage caused by birds or pets</p>

	WHAT'S COVERED?	WHAT'S NOT COVERED?
6	<p><b>Subsidence</b> or <b>heave</b> of the site on which the <b>insured property</b> stands or land belonging to it, or <b>landslip</b></p>	<p>The <b>subsidence, landslip</b> or <b>heave excess</b> shown on <b>your</b> certificate which <b>you</b> must pay</p> <p>Damage caused by coastal or river erosion</p> <p>Damage to or resulting from the movement of solid floors unless the foundations beneath the external walls of the <b>insured property</b> are damaged at the same time and by the same cause</p> <p>Faulty workmanship, poor design or the use of defective materials or damage caused by any of them</p> <p>Damage caused by normal shrinkage or <b>settlement</b></p> <p>Loss or damage caused by demolition or structural changes to the <b>insured property</b></p> <p>Damage to terraces, patios, tennis courts, outdoor swimming pools, drives, footpaths, walls, hedges, gates, fences, drains, septic tanks, pipes, cables and oil tanks unless the <b>insured property</b> is damaged at the same time and by the same cause</p> <p>Damage by the action of any chemicals on or the reaction of chemicals with any materials which form part of the <b>buildings</b></p>
7	<p>Escape of water from, or the freezing of water in washing machines, dishwashers or any fixed domestic water or heating installation</p> <p>Escape of oil from any fixed domestic oil heating installation</p>	<p>The escape of water/oil <b>excess</b> shown on <b>your Policy Certificate</b></p> <p>If the <b>insured property</b> is <b>unoccupied</b> for between 45 and 90 days, <b>you</b> must pay the unoccupancy <b>excess</b> shown on <b>your Policy Certificate</b> and <b>you</b> must comply with the <b>unoccupancy condition</b></p> <p>Loss or damage occurring after the <b>insured property</b> has been left <b>unoccupied</b> for more than 90 days</p> <p>Damage to the fixed domestic water installation or pipework unless freezing has occurred</p> <p>Any subsequent damage to the <b>buildings</b> in locating the escape of water</p> <p>Loss or damage caused by <b>subsidence, heave</b> or <b>landslip</b></p>
8	<p>Theft or attempted theft</p>	<p>If the <b>insured property</b> is <b>unoccupied</b> for between 45 and 90 days, <b>you</b> must pay the unoccupancy <b>excess</b> shown on <b>your Policy Certificate</b> and <b>you</b> must comply with the <b>unoccupancy condition</b></p> <p>Loss or damage occurring after the <b>insured property</b> has been left <b>unoccupied</b> for more than 90 days</p> <p>Loss or damage caused by an evicted <b>tenant</b></p> <p>Loss or damage unless by forcible and violent entry, other than by a <b>tenant</b> lawfully in the property</p>

WHAT'S COVERED?	WHAT'S NOT COVERED?
<p><b>9</b> If <b>you</b> have entered into a contract to sell the <b>insured property</b> and the purchaser has not insured the <b>insured property</b> before completion of the sale, the purchaser will have the benefit of this insurance up to the date of completion</p>	
<p><b>10</b> We will pay for metered water or oil charges incurred directly as a result of damage to <b>your buildings</b> by events one to eight of the <b>buildings</b> section</p> <p>We will pay up to £5,000 for metered water and £2,000 for metered oil</p>	<p>Loss or damage by any event listed elsewhere in the <b>buildings</b> section and which is specifically excluded under that event</p> <p>Loss or damage whilst the property is <b>unoccupied</b> for more than 90 days</p>
<p><b>11</b> We will pay the cost of metered electricity, gas or water for which <b>you</b> are legally liable arising from unauthorised use by anyone occupying the <b>insured property</b> without <b>your</b> authority</p> <p><b>You</b> must take immediate steps to end the unauthorised occupation as soon as <b>you</b> or <b>your</b> representatives become aware of it</p> <p>We will pay up to £1,000</p>	
<p><b>12</b> Glass breakage</p> <p>Accidental breakage of glass, ceramic hobs or <b>sanitary fittings</b> fixed to and forming part of <b>your home</b></p>	<p>Loss or damage occurring after the <b>insured property</b> has been left <b>unoccupied</b> for more than 90 days</p> <p>The replacement cost of any part of the item other than the broken glass, hob or <b>sanitary fitting</b></p>
<p><b>13</b> Accidental breakage of underground drains and pipes, and <b>accidental damage</b> to cables and underground tanks providing services to or from <b>your home</b> and for which <b>you</b> are legally responsible</p> <p>If following a blockage normal methods of releasing a blockage between the main sewer and <b>your home</b> are unsuccessful we will pay the cost of breaking into and repairing the pipe</p>	<p>Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life</p> <p>If the <b>insured property</b> is <b>unoccupied</b> for between 45 and 90 days, <b>you</b> must pay the unoccupancy <b>excess</b> shown on <b>your Policy Certificate</b> and <b>you</b> must comply with the <b>unoccupancy condition</b></p> <p>Damage by water escaping which results in <b>subsidence</b>, movement, <b>settlement</b> or shrinkage of any part of <b>your buildings</b> or of the land belonging to <b>your buildings</b></p> <p>Damage caused by sulphate reacting with any materials from which the <b>insured property</b> is built</p> <p>Loss or damage occurring after the <b>insured property</b> has been left <b>unoccupied</b> for more than 90 days</p> <p>Damage by a coast or riverbank being worn away</p>

	WHAT'S COVERED?	WHAT'S NOT COVERED?
14	<p><b>Accidental damage</b> to the locks of, or theft of the keys to the outside doors of, the <b>insured property</b> or to safes and alarms in the <b>insured property</b></p> <p>At <b>our</b> option <b>we</b> will pay the cost of:</p> <ul style="list-style-type: none"> <li>• buying new keys; or</li> <li>• changing parts of the locks; or</li> <li>• replacing the locks.</li> </ul> <p><b>We</b> will pay up to £1,000</p>	<p>If the <b>insured property</b> is <b>unoccupied</b> for between 45 and 90 days, <b>you</b> must pay the unoccupancy <b>excess</b> shown on <b>your Policy Certificate</b> and <b>you</b> must comply with the <b>unoccupancy condition</b>.</p> <p>Loss or damage occurring after the <b>insured property</b> has been <b>unoccupied</b> for more than 90 days.</p> <p>Loss or damage by any event listed elsewhere in the <b>buildings</b> section and which is specifically excluded under that event.</p> <p>Damage to locks caused by mechanical, electrical or electronic fault or breakdown.</p>
15	<p><b>We</b> will pay for the cost of removing or lopping trees which are an immediate threat to safety of life or of damage to the <b>buildings</b></p> <p><b>We</b> will pay up to £500</p>	<p>Loss or damage to fences, hedges and gates</p>
16	<p><b>We</b> will pay for damage to gardens at the <b>insured property</b> by emergency services attending the <b>insured property</b> as a result of damage by events one to eight of the <b>buildings</b> section.</p>	<p>Loss or damage by any event listed elsewhere in the <b>buildings</b> section and which is specifically excluded under that event</p>
17	<p>Trace and Access</p> <p><b>We</b> will pay for the cost of removing and replacing any part of the <b>buildings</b> to find and repair the source of any water or oil escaping from tanks, pipes, equipment or fixed heating system in the <b>buildings</b></p> <p><b>We</b> will pay up to £5,000</p>	
18	<p>If the <b>insured property</b> is made uninhabitable by any insured cause <b>we</b> will pay for:</p> <ul style="list-style-type: none"> <li>• Loss of any rents receivable or payable including up to two years ground rent</li> <li>• The necessary cost of alternative accommodation for <b>your tenant</b></li> <li>• The cost of temporary storage of furniture incurred by <b>you</b></li> </ul> <p><b>You</b> can only claim up to 20% of the <b>buildings</b> sum insured shown on <b>your Policy Certificate</b></p>	<p>Loss of receivable rent when the <b>insured property</b> is <b>unoccupied</b> for more than 90 days and there is no contracted future tenancy agreement in force at the time of the occurrence of the damage.</p>

# ACCIDENTAL DAMAGE TO BUILDINGS

This section explains the details of **your** cover if **you** have selected **accidental damage** to **buildings** section as shown on **your** *Policy Certificate*.

WHAT IS COVERED?	WHAT IS <b>NOT</b> COVERED?
<p><b>1</b> <b>Accidental damage</b> to the <b>buildings</b> including fixtures, fittings, any part of the structure, ceilings and decorations.</p>	<p>The <b>buildings excess</b> shown on <b>your</b> <i>Policy Certificate</i></p> <p>If the <b>insured property</b> is <b>unoccupied</b> for between 45 and 90 days, <b>you</b> must pay the unoccupancy <b>excess</b> shown on <b>your</b> <i>Policy Certificate</i> and <b>you</b> must comply with the <b>unoccupancy condition</b></p> <p>External television receiving equipment</p> <p>Loss or damage after the <b>insured property</b> has been <b>unoccupied</b> for more than 90 days</p> <p>Loss or damage caused by pets</p> <p>Mechanical or electrical breakdown</p> <p>Any amount recoverable from the <b>tenant</b></p> <p>The cost of maintenance or normal decoration</p> <p>Damage caused by <b>your</b> failure to follow any manufacturer's instructions</p>



# LIABILITY INSURANCE INCLUDED IN YOUR BUILDINGS INSURANCE

This section explains the details of **your** liability cover.

WHAT'S COVERED?	WHAT'S NOT COVERED?
<p><b>1</b> <b>You</b> (or <b>your</b> personal representative in the event of <b>your</b> death) are insured against any legal liability for damages caused by <b>you</b> as owner of the <b>insured property</b> and its land arising from:</p> <ul style="list-style-type: none"> <li>• Accidental bodily injury (including death, disease and illness) to <b>domestic employees</b> during the period of insurance and arising out of and in the course of their employment up to £10,000,000</li> <li>• Accidental bodily injury (including death, disease and illness) to any other person (excluding <b>domestic employees</b>) occurring during the period of insurance up to £2,000,000</li> <li>• <b>Accidental damage</b> or loss to material property that is not <b>yours</b> occurring during the period of insurance up to £2,000,000</li> </ul> <p>The sums insured above include <b>your</b> defence costs and expenses, however <b>we</b> will only pay for costs incurred with <b>our</b> written consent</p> <p>The action against <b>you</b> must be brought in a court in the United Kingdom</p>	<p>Liability resulting from <b>your</b> trade, profession or business other than as the owner of the <b>insured property</b> covered by this policy</p> <p>Legal liability arising from any contract or other agreement made by <b>you</b> unless <b>you</b> would have been liable even if <b>you</b> had not made the contract or agreement</p> <p>Any responsibility arising from <b>you</b> owning any property or land other than the <b>insured property</b></p> <p>Liability arising from <b>you</b> owning or using lifts or vehicles</p> <p>Liability arising from the <b>insured property</b> which is disposed of by <b>you</b> after the date of expiry or cancellation of this policy</p> <p>Liability arising directly or indirectly from any demolition, alteration, or repair of the building by <b>your</b> employees (including <b>domestic employees</b>)</p> <p>Any liability arising from <b>you</b> owning, possessing or using any:</p> <ul style="list-style-type: none"> <li>• Aircraft</li> <li>• Watercraft or hovercraft</li> <li>• Animal</li> <li>• Caravan or trailer</li> <li>• Firearm, crossbow, or other weapon</li> <li>• Motor vehicle, other than gardening equipment (which is not used on a highway)</li> </ul> <p>Injury to <b>you</b></p> <p>Loss or damage to property owned by <b>you</b> or in <b>your</b> possession</p> <p>Any unlawful or deliberate act</p> <p>Bodily injury to any of <b>your</b> employees or employees working on <b>your</b> behalf or in connection with this insurance (excluding <b>your domestic employees</b>)</p> <p>Any punitive damages awarded against <b>you</b> by a court</p> <p>Any responsibility covered by any other policy</p>

## WHAT'S COVERED?

## WHAT'S NOT COVERED?

2

**You** (or **your** personal representative in the event of **your** death) are insured against any damages **you** are legally liable to pay which results from the ownership of any **insured property** previously occupied by **you** and insured by **us** which arise under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975, for:

- Accidental death or bodily injury to another person; or
- Loss or damage to property owned by other persons

arising from faults in the **insured property**, including **your** defence costs and expenses, if incurred by **you**

**We** only pay for costs incurred with **our** written consent

The most **we** shall pay for a claim is £2 million

The action against **you** must be brought in a court in the United Kingdom

Any punitive damages awarded against **you** by a court

Any liability which arises more than seven years after the date of expiry or cancellation of this policy

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Solicitors' fees incurred by **you** in respect of: Representation at any Coroner's inquest;

Representation at any fatal accident enquiry;

Defence in any court of summary jurisdiction arising out of any possible claim but not more than the sum insured or any limits shown in **your** policy or on **your Policy Certificate**.

The inquest, enquiry or court must be in the United Kingdom.

# CONTENTS INSURANCE

This section explains the details of **your** cover if **you** have selected the **contents** section as shown on **your Policy Certificate**.

WHAT'S COVERED?	WHAT'S NOT COVERED?
Loss or damage to <b>your contents</b> in the <b>insured property</b> caused by the following:	The <b>contents excess</b> shown on <b>your Policy Certificate</b>
<b>1</b> Fire, smoke, explosion, lightning or earthquake	Loss or damage by scorching, warping or melting if not accompanied by flames
<b>2</b> Riots, civil commotion, labour and political disturbances or strikes	If the <b>insured property</b> is <b>unoccupied</b> for between 45 and 90 days, <b>you</b> must pay the unoccupancy <b>excess</b> shown on <b>your Policy Certificate</b> and <b>you</b> must comply with the <b>unoccupancy condition</b> Loss or damage occurring after the <b>insured property</b> has been <b>unoccupied</b> for more than 90 days
<b>3</b> Malicious damage or vandalism including malicious damage caused by the <b>tenant to your contents</b> in the <b>insured property</b>  <b>We</b> will require a receipt, original valuation or suitable proof of purchase at the point of claim for any item that exceeds £250	If the <b>insured property</b> is <b>unoccupied</b> for between 45 and 90 days, <b>you</b> must pay the unoccupancy <b>excess</b> shown on <b>your Policy Certificate</b> and <b>you</b> must comply with the <b>unoccupancy condition</b> Loss or damage occurring after the <b>insured property</b> has been <b>unoccupied</b> for more than 90 days Loss or damage unless force and violence is used to get into or out of <b>your insured property</b> Any amount recoverable from the <b>tenant</b>
<b>4</b> Storm or flood	Loss or damage to <b>contents</b> in the open Damage caused by a rise in the water table (the level below which the ground is completely saturated with water)
<b>5</b> Impact with the <b>insured property</b> by any aircraft or other aerial device or anything dropped from them or by any vehicle, train, animal, falling tree or branch or any falling aerial, aerial fitting or mast	Loss or damage caused by felling or lopping of trees and branches Loss or damage caused by birds or pets
<b>6</b> <b>Subsidence</b> or <b>heave</b> of the site on which the <b>insured property</b> stands or land belonging to it, or <b>landslip</b>	Damage caused by coastal or river erosion Damage to or resulting from the movement of solid floor Faulty workmanship Damage caused by normal shrinkage or <b>settlement</b> Loss or damage caused by demolition, repair or structural changes to the <b>insured property</b>

WHAT'S COVERED?	WHAT'S <b>NOT</b> COVERED?
<p><b>7</b> Escape of water from washing machines, dishwashers or the freezing of water in any fixed domestic water or heating installation</p> <p>Escape of oil from any fixed domestic oil heating installation</p>	<p>The escape of water/oil <b>excess</b> shown on <b>your Policy Certificate</b> which <b>you</b> must pay</p> <p>If the <b>insured property</b> is <b>unoccupied</b> for between 45 and 90 days, <b>you</b> must pay the unoccupancy <b>excess</b> shown on <b>your Policy Certificate</b> and <b>you</b> must comply with the <b>unoccupancy condition</b></p> <p>Loss or damage occurring after the <b>insured property</b> has been left <b>unoccupied</b> for more than 90 days</p> <p>Damage caused to the installation or appliance that brought about the escape of water</p>
<p><b>8</b> Theft or attempted theft</p>	<p>The most <b>we</b> shall pay for <b>any one claim</b> for items which are in the garage or any of the outbuildings belonging to the <b>insured property</b> is £1,000</p> <p>If the <b>insured property</b> is <b>unoccupied</b> for between 45 and 90 days, <b>you</b> must pay the unoccupancy <b>excess</b> shown on <b>your Policy Certificate</b> and <b>you</b> must comply with the <b>unoccupancy condition</b></p> <p>Loss or damage occurring after the <b>insured property</b> has been left <b>unoccupied</b> for more than 90 days</p> <p>Loss or damage caused by an evicted <b>tenant</b></p> <p>Loss or damage unless force and violence is used to get into or out of the <b>insured property</b></p>

# ACCIDENTAL DAMAGE TO CONTENTS INSURANCE

This section explains the details of **your** cover if **you** have selected the **accidental damage to contents** section as shown on **your** *Policy Certificate*.

WHAT'S COVERED?	WHAT'S NOT COVERED?
<p><b>1</b> <b>Accidental damage to your contents in the insured property</b></p> <p>We will require a receipt, original valuation or suitable proof of purchase at the point of claim for any item that exceeds £250</p>	<p>The <b>contents excess</b> shown on <b>your</b> <i>Policy Certificate</i></p> <p>If the <b>insured property</b> is <b>unoccupied</b> for between 45 and 90 days, <b>you</b> must pay the unoccupancy <b>excess</b> shown on <b>your</b> <i>Policy Certificate</i> and <b>you</b> must comply with the <b>unoccupancy condition</b></p> <p>Loss or damage after the <b>insured property</b> has been <b>unoccupied</b> for more than 90 days</p> <p>Loss or damage caused by pets</p> <p>Mechanical or electrical breakdown</p> <p>Any amount recoverable from the <b>tenant</b></p> <p>Damage by depreciation, wear and tear, insects, vermin, fungus, rot, corrosion, process of cleaning, dyeing, repair or restoration</p> <p>Damage caused by <b>your</b> failure to follow any manufacturer's instructions.</p>

# LANDLORDS EMERGENCY DEFINITIONS

The following defined terms are in addition to the policy definitions beginning on page 10. If a defined term in the Policy Booklet, a word in bold type, is not in the list of defined terms in this section then the definition from the section beginning on page 10 will apply.

<b>Approved engineer or engineer</b>	A qualified person approved and instructed by the helpline to undertake <b>emergency work</b>
<b>Assistance</b>	The reasonable efforts made by the <b>approved engineer</b> during a visit to the <b>property</b> to complete a temporary repair to limit or prevent damage or if at similar expense the cost of completing a permanent repair in respect of the cover provided
<b>Beyond economic repair</b>	In the opinion of <b>our approved engineer</b> the cost of repair is more than the cost of replacement
<b>Call out</b>	A request for <b>emergency assistance</b> from <b>you</b> , even if the request is then cancelled by <b>you</b>
<b>Domestic boiler</b>	The central heating boiler contained within and supplying <b>your property</b> that is powered by natural gas from the appliance isolating valve, including all manufacturers fitted components within the boiler together with the pump, motorised valves, thermostat, time, temperature and pressure controls. <b>We</b> will not cover any boiler that has an output in excess of 60kW/hr
<b>Domestic central heating system</b>	The <b>domestic boiler</b> and the central heating system within <b>your property</b> that is powered by natural gas from the appliance isolating valve, including all manufacturer's fitted components within the <b>domestic boiler</b> together with the pump, motorised valves, cylinder thermostat, time temperature and pressure controls, radiator valves, pipe work, feed and expansion tank and primary fluing. <b>We</b> will not cover any boiler that has an output in excess of 60kW/hr
<b>Emergency</b>	A sudden and unexpected event which, if not dealt with quickly would in the reasonable opinion of the helpline:  a) render the <b>property</b> unsafe or insecure; or b) damage or cause further damage to the <b>property</b> ; or c) cause personal risk to <b>you</b> ; or d) cause a health and safety risk to others
<b>Pests</b>	Wasps, hornets, rats and mice
<b>Property</b>	<b>Buildings</b> owned by <b>you</b> , and land immediately surrounding them which are used or rented solely for domestic residential purposes, and which are declared on the <b>policy schedule</b>
<b>Unoccupied</b>	Where no one has resided in the <b>property</b> for a period exceeding 30 consecutive days
<b>Territorial limits</b>	The United Kingdom
<b>We/Us/Our</b>	The Landlords Emergency insurer specified in <b>your Insurer Schedule</b>

# LANDLORDS EMERGENCY INSURANCE

This section explains the details of **your** cover if **you** have selected Landlords Emergency insurance as shown on **your Policy Certificate**.

WHAT IS COVERED?	WHAT IS <b>NOT</b> COVERED?
<p><b>1 External water supply pipe</b></p> <p>An <b>emergency</b> involving any blockage, collapse or leakage of the water supply pipe from and including the main stopcock for <b>your property</b> up to where it is connected to the public water main or communication pipe provided that <b>you</b> are responsible for this</p> <p><b>Conditions applying to Section 1</b></p> <p>Where <b>you</b> share legal responsibility for the water supply pipe outside the boundary of <b>your property</b> with any third party, <b>we</b> will only pay <b>your</b> rateable proportion of any work undertaken under this section of cover</p> <p>When a shared responsibility applies, any third party or parties must agree to the work being completed by <b>our engineers</b> and must grant any access necessary to the water supply pipe</p> <p><b>Alternative accommodation</b></p> <p>In the event that <b>your property</b> becomes uninhabitable for more than 48 hours as a result of an <b>emergency</b> covered by this section <b>we</b> will pay up to £250 (including VAT) for the cost of suitable alternative accommodation for <b>your tenants</b></p>	<p>Costs which exceed <b>your</b> rateable proportion of the cost of any work undertaken by <b>us</b> under the terms of this policy on a water supply pipe outside the boundary of <b>your property</b> where <b>you</b> share legal responsibility for the water supply pipe with any third party</p> <p>Tracing leaks where the source cannot be ascertained or where there is no visible evidence of a leak</p> <p>Frozen pipes which have not caused any damage</p> <p>The replacement of water tanks, cylinders, central heating radiators, external WC's and external pipes and taps</p> <p>Any work required on a water supply pipe outside the boundary of <b>your property</b> where <b>you</b> share legal responsibility for the water supply pipe with any third party who does not agree to the work being completed by <b>our engineers</b></p> <p>Damage resulting from lack of routine maintenance or servicing</p> <p>Reinstatement costs relating to the original surface or construction of a drive, path, decking or any other surface which is excavated as part of a claim</p>
<p><b>2 Plumbing</b></p> <p>An <b>emergency</b> arising from the sudden and unexpected failure of or damage to the internal plumbing system within the <b>property</b> which has or may result in internal water leakage, or escape of water from water tanks, pipes, and domestic appliances or fixed heating systems which causes damage to the <b>property</b></p> <p><b>Alternative accommodation</b></p> <p>In the event that <b>your property</b> becomes uninhabitable for more than 48 hours as a result of an <b>emergency</b> covered by this section <b>we</b> will pay up to £250 (including VAT) for the cost of suitable alternative accommodation for <b>your tenants</b></p>	<p>General maintenance including, but not limited, to dripping taps</p> <p>Frozen pipes which have not caused any damage</p> <p>Leaks from any household appliances, sink, shower or bath where leakage only occurs when the appliance is in use</p> <p>Cracked or broken toilets or cisterns</p> <p>Pipes outside the boundary of <b>your property</b></p> <p>Water pipes to, from or within a detached outbuilding or garage</p> <p>The replacement of water tanks, cylinders, central heating radiators, external WC's and external pipes and taps</p>

## WHAT IS COVERED?

3

**Drainage**

An **emergency** arising from the sudden and unexpected failure of or damage to the drainage system of **your property**

**Alternative accommodation**

In the event that **your property** becomes uninhabitable for more than 48 hours as a result of an **emergency** covered by this section **we** will pay up to £250 (including VAT) for the cost of suitable alternative accommodation for **your tenants**

WHAT IS **NOT** COVERED?

General servicing and maintenance issues including but not limited to leaf accumulation, build-up of oil, fats or other debris within the drainage system

Any drainage system which is not of standard construction e.g. clay pot, plastic, P.V.C or concrete, including Saniflo systems or other macerator-based systems

Cesspits, septic tanks, vacuum drainage systems, electric pumps

Plumbing and filtration systems for any swimming pools or spa or whirlpool baths

Detached outbuildings which are not connected to the main **property**

The replacement of water tanks, cylinders, central heating radiators, external WC's and external pipes and taps

Damage to drains caused by structures not conforming to local building regulations or caused as a result of negligence or neglect

Failure or damage caused to by faulty or defective design of the drainage pipe including but not limited to failure of pitch fibre pipework

Reinstatement costs relating the original surface or construction of a drive, path, decking or any other surface which is excavated as part of a claim

4

**Domestic central heating systems**

An **emergency** which has arisen from the sudden and unexpected failure of **your domestic central heating system**. The **emergency** must render the **domestic central heating system** inoperable and the failure has to be due to mechanical or electrical failure or malfunction of the **central heating system**

**We** will undertake to obtain spare parts as quickly as is reasonably possible. In the event it takes more than 48 hours to achieve this from the first point at which **our approved engineer** visits **you** and diagnoses the requirement **we** will pay a fixed benefit of £40 toward providing alternative heating for **your tenants**

In the event **your domestic boiler** is declared **beyond economic repair**, **we** will make a contribution towards replacing it based on the age of the boiler as follows:

General maintenance or servicing of the **domestic central heating system** including, but not limited to, descaling or power flushing, or any adjustment to the timing and temperature controls of the **domestic central heating system** and venting (bleeding) of radiators

Any non-gas appliances, Elson tanks, separate gas heaters supplying hot water, LPG boilers and dual-purpose boilers such as AGAs and Rayburns

The replacement of water tanks, cylinders and central heating radiators

Maintenance or replacement of fan convector heaters or heated towel rails or underfloor heating

Lack of maintenance or neglect by **you** (**you** may be asked to reserve funds if **your** boiler has not been serviced in line with the manufacturer's instructions or if **you** have no protection against hard water).

Corrosion or any work arising from hard water scale deposits

Removal of sludge or hard water scale from the **domestic central heating system**



WHAT IS COVERED?	WHAT IS <b>NOT</b> COVERED?
<p>0-4 years - Up to £500                      5-7 years - Up to £300                      8-10 years - Up to £200                      11+ years - Up to £150</p>	<p>Any gas fired appliance whose primary purpose is other than heating, for example a domestic cooker or lighting system</p> <p>Solar powered panels or ground air and water source pumps</p>
<p><b>5 Electrical emergency &amp; breakdown</b></p> <p>An <b>emergency</b> arising from the breakdown or failure of the permanent domestic electrical wiring system and its components (fuse box, switches, sockets) supplying electrical power to <b>your property</b></p> <p><b>Alternative accommodation</b></p> <p>In the event that <b>your property</b> becomes uninhabitable for more than 48 hours as a result of an <b>emergency</b> covered by this section <b>we</b> will pay up to £250 (including VAT) for the cost of suitable alternative accommodation for <b>your tenants</b></p>	<p><b>Your</b> electricity supply meter</p> <p>Domestic appliances or electrical items with a plug</p> <p>Where an appliance has caused a circuit to fail or trip</p> <p>Replacing light bulbs, fuses and any other routine electrical maintenance tasks</p> <p>External lighting, garden lighting and the electrical supply to outbuildings, such as sheds and greenhouses which are connected to a separate electric meter to that of the <b>property</b></p> <p>Swimming pools, fish tanks, ponds, burglar and smoke alarms, satellite/TV equipment, telephone equipment, doorbells, garage doors, shower units, portable and fixed heating systems, immersion heaters, power generating systems including solar panels and wind turbines, any three phase electrical systems</p> <p>Electrical wiring or electrics in communal areas of <b>your property</b></p>
<p><b>6 Emergency gas supply pipe</b></p> <p>An <b>emergency</b> following any damage to the internal gas supply pipe following a gas leak occurring in <b>your property</b>. <b>Our assistance</b> will only be provided once the National Gas Emergency Service have attended and isolated the leak</p> <p><b>Alternative accommodation</b></p> <p>In the event that <b>your property</b> becomes uninhabitable for more than 48 hours as a result of an <b>emergency</b> covered by this section <b>we</b> will pay up to £250 (including VAT) for the cost of suitable alternative accommodation for <b>your tenants</b></p>	<p>General or routine maintenance</p> <p>The breakdown of any gas boiler, fire, central heating or hot water system</p> <p>Temporarily frozen pipes where there is no permanent damage</p> <p>Systems not installed correctly by an appropriately qualified person or which do not conform to any governing Gas Safe regulation or requirements</p> <p>Pipes outside the boundary of <b>your property</b></p>
<p><b>7 Security, lost keys, roofing and pests</b></p> <p>The <b>call out</b>, labour and parts and materials involved in an <b>emergency</b> relating to the security or roofing of <b>your property</b>, a <b>pest</b> infestation or the loss of the only available key to <b>your property</b> as detailed below:</p>	<p><b>Pest</b> infestation relating to <b>pests</b> which are not defined in this policy; including but not limited to; ants, fleas, bedbugs, spiders, flies, squirrels and bees</p> <p><b>Pest</b> infestations of any outbuilding, or any other part of <b>your property</b> which is not part of main <b>property</b>, or where the living areas of the <b>property</b> are not affected</p>

**WHAT IS COVERED?****7**

**Security and roofing:** We will arrange an **emergency** repair to make the **property** safe and/or prevent further damage in the event of damage or failure to the roof, external lock, door or window

**Lost keys:** We will assist **you** to gain access to **your property** arising from the loss of the only available key to **your property**, when **you** are unable to replace it or gain normal access

**Pest infestation:** We will assist **you** to remove any **pest** infestation inside **your property**

**WHAT IS NOT COVERED?**

Damage caused by **pests**

Repeat claims where **you** failed to follow previous guidance from **us** or the contractor to prevent continued or further infestation

Loss of keys to the main **property** if a duplicate set exists

Loss of keys for any outbuilding, garage or shed which is not part of the main **property**

The failure of any internal doors and/or window lock

Doors subject to swelling

Porch doors where there is another lockable door which prevents access to the main living areas of the **property**

The replacement or repair of electronic units powering garage doors

**8****Alternative accommodation**

In the event that **your property** becomes uninhabitable for more than 48 hours as a result of an **emergency** covered by this section **we** will pay up to £250 (including VAT) for the cost of suitable alternative accommodation for **your tenants**

## GENERAL CONDITIONS APPLICABLE TO THIS LANDLORDS EMERGENCY SECTION

These conditions are in addition to the conditions applying to the whole policy beginning on page 40.

### 1. STATUTORY REGULATIONS

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that we both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in our own rights respectively.

### 2. SEVERABILITY CLAUSE

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

### 3. ACTS OF PARLIAMENT

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland and Northern Ireland and shall include any subsequent amendments, re-enactments or regulations.

# GENERAL EXCLUSIONS APPLICABLE TO THIS LANDLORDS EMERGENCY SECTION

These exclusions are in addition to the exclusions applying to the whole policy beginning on page 42. **We** shall not be liable for costs arising from or in association with:

1. Claims arising after the home has been left **unoccupied**
2. Claims arising within the first 48 hours from the date of commencement of this insurance unless **you** held equivalent insurance immediately prior to the commencement of this policy, or claims arising within the first 21 days under Boiler Replacement Contribution
3. Any boiler or heating system that has not been serviced in line with manufacturer's recommendations
4. Any boiler that does not have a valid Gas Safety Certificate where relevant
5. Any willful or negligent act or omission by **you** or any third party
6. Events where on attendance it becomes clear that the **call out** is not an **emergency**
7. General maintenance work or any system that has not been regularly maintained
8. Loss of or damage arising out of disconnection from, or interruption to, the public supply of gas or water or electricity to **your property**.
9. Any **emergency** arising from poor workmanship or design defect
10. Any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect
11. Any costs that would be more appropriately recovered under any other insurance
12. Any repair that is, in **our** opinion, either difficult or impossible to complete due to problems with access needed to facilitate the repair
13. Replacing lead, steel or iron pipes, rusting, corrosion, general wear and tear and/or gradual deterioration
14. Replacement of bespoke or designer radiators or towel rails
15. Improvements including work that is needed to bring the insured system up to current standards
16. Properties situated outside the **territorial limits**
17. Garages, out-buildings, leisure equipment, cesspits, septic tanks, swimming pools or fuel tanks unless appropriately covered under the Pests section of this policy.
18. Any damage caused by the **approved engineer** in gaining access in order to affect an **emergency** repair
19. Any system(s) not installed properly or in line with manufacturers guidelines
20. Materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty
21. Any direct or indirect liability, loss or damage caused:
  - a. to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
  - b. by computer viruses

# LEGAL EXPENSES, TENANT EVICTION AND RENT PROTECTION DEFINITIONS

The following defined terms are in addition to the policy definitions beginning on page 10. If a defined term in the Policy Booklet, a word in bold type, is not in the list of defined terms in this section then the definition from the section beginning on page 10 will apply.

<b>Any one claim</b>	All <b>claims</b> or legal proceedings consequent upon the same original cause, event or circumstance
<b>Appointed representative</b>	A consultant, solicitor, barrister or other appropriately qualified person appointed to act for <b>you</b> in accordance with the terms of this policy
<b>Benefit(s)</b>	Any housing benefits claimed by the <b>tenant(s)</b> , such as housing benefit or universal credit
<b>Claim(s)</b>	A claim under this policy following an insured event which occurs during the period of insurance and within the <b>territorial limits</b>
<b>Civil proceedings</b>	Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom, Northern Ireland, the Isle of Man or the Channel Islands
<b>Date of event</b>	The date of any event which may lead to a <b>claim</b> ; where this is more than one such event, the date of the first of these
<b>Defense costs</b>	Costs incurred in defending <b>you</b> against a counterclaim brought by <b>your tenant</b> alleging that <b>you</b> have not met <b>your</b> obligations as per the <b>tenancy agreement</b>
<b>Deposit</b>	The sum of money agreed between the <b>tenant</b> and <b>you</b> either; a. collected from the <b>tenant</b> and held by <b>you</b> or <b>your</b> agent in accordance with any relevant legislation in respect of a <b>tenancy agreement</b> to which it applies, to provide an indemnity for losses incurred by <b>you</b> arising from the <b>tenant</b> failing to perform their obligations set out in the <b>tenancy agreement</b> ; or b. is insured under a deposit replacement policy or scheme
<b>Dilapidations</b>	Any repairs required, or damage to the <b>property</b> , for which the <b>tenant</b> is liable in accordance with the <b>tenancy agreement</b>
<b>Disbursements</b>	Any costs incurred by an <b>appointed representative</b> on behalf of <b>you</b> in respect of services supplied by a third party which may include, for example, barristers' fees (provided that the barrister is not acting under a conditional fee agreement or equivalent arrangement) or expert report fees
<b>Guarantor</b>	The individual or organisation shown in the <b>tenancy agreement</b> that has received a satisfactory <b>tenant reference</b> and has provided a financial guarantee of the <b>tenant's</b> performance of their obligations under the <b>tenancy agreement</b>
<b>Inventory</b>	A detailed record of the <b>property's</b> fixtures, fittings and contents and their respective condition
<b>Legal costs</b>	a) Any professional legal fees, expenses and other <b>disbursements</b> that <b>you</b> are bound to pay reasonably incurred by the <b>appointed representative</b> b) <b>Disbursements</b> must be in respect of services provided by a third party received by <b>you</b> , distinct from the services supplied by

the **appointed representative**. In all cases all professional fees, expenses and **disbursements** and any other costs may only be incurred with **our** prior consent and will not be paid on an interim basis throughout a **claim**; and

- c) Any costs incurred by other parties to the extent that **you** are held liable in court or tribunal proceedings to pay such costs or becomes liable to pay such costs under a settlement made with another party with **our** consent but excluding any costs which **you** may be ordered to pay by a court of criminal jurisdiction or in adjudication proceedings other than the cost of the adjudicator

<b>Limit of indemnity</b>	The maximum amount payable under this policy, as stated on <b>your Policy Certificate</b>
<b>Mediation expenses</b>	The costs of a professional mediation service appointed by <b>us</b> to agree a resolution between the landlord of the <b>property</b> and the <b>tenant</b> and <b>guarantor</b> , relating to the <b>tenant's</b> breach of the terms of the <b>tenancy agreement</b>
<b>Non-Panel Solicitor</b>	If <b>you</b> decide to appoint a representative of <b>your</b> own choosing, they will be referred to within this policy as a non-panel solicitor. Please refer to the <b>appointed representative</b> condition of this policy found on page 37
<b>Panel solicitor</b>	A solicitor recommended by <b>us</b> to <b>you</b> in the event of a <b>claim</b> , to act on <b>your</b> behalf and provide assistance
<b>Part 36 Offer</b>	<p>Any offer made to settle a <b>claim</b>, where blame is accepted or not, made by either party throughout the <b>claim</b></p> <p>To be accepted, the offer must:</p> <ul style="list-style-type: none"><li>• be in writing</li><li>• call itself a Part 36 Offer</li><li>• be open for at least 21 days, when the offeror will pay the opponent's costs, if accepted</li><li>• specify covers the whole <b>claim</b>, part of it, or an issue that arises in it and, if so, which</li><li>• advise whether any counterclaim is factored in</li></ul>
<b>Professional duty</b>	<b>Your</b> obligation for which <b>you</b> are required to have in force professional indemnity insurance or an equivalent insurance providing indemnity in the event of a negligent act, error or omission
<b>Property</b>	<b>Buildings</b> owned by <b>you</b> , and land immediately surrounding them which are used solely for domestic residential purposes, and which are declared on <b>your Policy Certificate</b>
<b>Reasonable prospects</b>	A 51% or greater chance that <b>you</b> will recover losses or damages (or obtain any other legal remedy that <b>we</b> have agreed to, including an enforcement of judgement), make successful defence or make a successful appeal or defence of any appeal in <b>your</b> pursuit of <b>civil proceedings</b>
<b>Rent</b>	The amount payable by the <b>tenant</b> to <b>you</b> as set out in the <b>tenancy agreement</b>
<b>Rental excess</b>	The amount at the beginning of each and every <b>claim</b> that is not insured, as confirmed on <b>your Policy Certificate</b>

## Tenancy agreement

An agreement to use the **property** which amounts to a **property** right between **you** and the **tenant** in relation to the **property** which is:

- a. An Assured Shorthold tenancy agreement as defined within the Housing Act 1998 (as amended); or
- b. A Company Residential tenancy (company let) created after 28th February 1997 where the **tenant** is a Private Limited Company (Ltd) or Public Limited Company (Plc) and the **property** is let purely for residential purposes to an employee of the **tenant**; or
- c. A written common law residential tenancy agreement created after 1st October 2010 between individuals where the **rent** is in excess of £100,000 per annum
- d. For tenancies in Scotland, an Short Assured Tenancy or Assured Tenancy as defined in the Housing (Scotland) Act 1988 or a Private Residential tenancy agreement created after the 1st December 2017 as defined within the Private Housing (Tenancies) (Scotland) Act 2016

Please see General Condition 1 on page 36 of this policy for conditions applying to tenancy agreements

## Tenant(s)

The individual, individuals or company who has entered into a **tenancy agreement** with **you**, who are subject of the **tenant reference** and who occupies the **property**

## Tenant reference

Checks carried out on the **tenant** before the commencement of the **tenancy agreement** or policy, whichever is the later. As a minimum requirement, these checks must include:

- a. A credit check obtained from a licensed credit referencing company showing no County Court Judgements in the immediate preceding three years, no outstanding County Court Judgements and no undischarged bankruptcies
- b. Copies of two forms of identification, one of which must be photographic
- c. Affordability checks must be carried out on the **tenant** by the purchaser or a licensed referencing company, which confirms that the **tenant** has the reasonable means to pay the **rent**, i.e. that their income, or combined income for tenancies with multiple **tenants**, is sufficient to pay the agreed **rent** in full

Where the **tenant** has failed to meet the requirements of the credit check a **guarantor** must be sought who must meet the above requirements

Where the **tenant** or **guarantor** is a company, a company reference must be carried out showing no CCJs and the agreed **rent** must not be greater than 85% of the company's credit limit

## Territorial limits

The United Kingdom

## We/Us/Our

The legal expenses or rent protection insurer specified in **your Insurer Schedule**

# LEGAL EXPENSES COVER

This section explains the details of **your** cover if **you** have selected Legal Expenses cover as shown on **your** *Policy Certificate*.

WHAT IS COVERED?	WHAT IS <b>NOT</b> COVERED?
<p><b>1</b> <b>Property legal disputes</b></p> <p><b>Legal costs</b> incurred in any dispute or legal proceedings made by or brought against <b>you</b>:</p> <p>a) In respect of the physical possession of the insured <b>property</b> provided that where appropriate all statutory and contractual notices have been correctly served on the <b>tenant</b> by <b>you</b></p> <p>b) In respect of the terms of the <b>tenancy agreement</b> relating to the use or maintenance of the insured <b>property</b></p> <p>c) In respect of actual or alleged negligence or nuisance originating from the insured <b>property</b></p> <p>d) For non-payment of service charges due from a <b>tenant</b> provided the amount in dispute being in excess of £1,000 and any <b>legal costs</b> being limited to 75% of the amount in dispute</p> <p>e) In respect of actual or alleged <b>dilapidations</b> to the insured <b>property</b> subject to the amount in dispute being in excess of £1,000 and any <b>legal costs</b> being limited to 75% of the amount in dispute</p> <p>f) Under the Commonhold and Leasehold Reform Act 2002 or as amended; provided that <b>you</b> will suffer financial loss if <b>you</b> fail to pursue or defend the <b>claim</b> or legal proceedings</p>	<p>The pursuit or defence of <b>claims</b> relating to the payment or non-payment of any tax, <b>rent</b> and/or mesne profits or service charge or any review of <b>rent</b> or service charge</p> <p>Any dispute relating to <b>rent</b>, tax planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority</p> <p>Any dispute arising from the negotiation, review or renewal of a <b>tenancy agreement</b> or the subsequent purchase of the insured <b>property</b> whether or not such purchase is completed</p> <p>Any actual or alleged harassment of <b>you</b> or a <b>tenant</b></p> <p>Any dispute where <b>you</b> have failed to maintain in full force and effect during the <b>tenancy agreement buildings</b> insurance covering the standard range of perils</p> <p>A dispute over <b>subsidence, heave</b> or <b>landslip</b> howsoever caused</p> <p>A contract dispute other than where the contract is a tenancy agreement</p> <p>Any planning application review or decision</p>
<p><b>2</b> <b>Repair and renovation disputes</b></p> <p><b>Legal costs and disbursements</b> incurred in the pursuit or defence of any dispute or legal proceedings made by or brought against <b>you</b> in a contractual dispute with a third party over the repair or renovation of the <b>property</b> within the <b>territorial limits</b></p> <p><b>Conditions applying to Section 2</b></p> <p>The <b>legal costs</b> and <b>disbursements</b> incurred in any <b>claim</b> or legal proceedings shall be limited to 75% of the sum in dispute</p> <p>The amount in dispute exceeds £1,000 and the contract value is less than £100,000; and</p> <p>The work is commenced within the period of insurance</p>	<p>Contracts in relation to credit, insurance, securities or guarantees</p> <p>Contracts where <b>your</b> liability or right of recovery is incurred through <b>your</b> agent or by assignment</p> <p>Contracts governed by or alleged to be governed by the Consumer Credit Act 1974</p> <p>Contracts of employment</p> <p>A <b>tenancy agreement</b> or contracts for use of the <b>property</b></p>

WHAT IS COVERED?	WHAT IS <b>NOT</b> COVERED?
<p><b>3</b></p> <p><b>Health and safety prosecution</b></p> <p><b>We</b> will indemnify <b>you</b> against <b>legal costs</b> and <b>disbursements</b> incurred within the <b>territorial limits</b> in:</p> <ol style="list-style-type: none"> <li>1. Defending a prosecution against <b>you</b> brought under the Health and Safety at Work Act 1974 in a court of criminal jurisdiction</li> <li>2. An appeal by <b>you</b> against the service of an Improvement or Prohibition Notice under the Health and Safety at Work Act 1974 provided that the breach or alleged breach of the Health and Safety at Work Act or the Improvement or Prohibition Notice relates to the <b>property</b></li> </ol>	<p>Any prosecution relating to or arising from investigations by HMRC</p> <p>Any prosecution for offences against the person or offences of a sexual nature</p> <p>Any prosecution for criminal damage</p> <p>Any prosecution alleging dishonesty</p> <p>Any fees or costs imposed by the Health and Safety Executive or any of its agents, for ongoing monitoring or assessment of <b>you</b> or the <b>property</b></p>
<p><b>4</b></p> <p><b>Tax protection</b></p> <p>Professional expenses incurred because of a <b>HM Revenue &amp; Customs Investigation</b> provided that:</p> <ol style="list-style-type: none"> <li>a) <b>You</b> must maintain proper, complete truthful and up to date records, including making all returns at the time due without having to pay any penalty; and</li> <li>b) <b>You</b> must provide all information reasonably required by HM Revenue and Customs within the statutory time limits</li> </ol>	<p>Any alleged tax avoidance scheme undertaken by <b>you</b></p> <p><b>Claims</b> occurring when the Special Compliance Office is investigating <b>your</b> tax affairs</p> <p>The normal reconciliation of annual accounts and VAT returns</p> <p><b>Claims</b> where deliberate misstatements or omissions have been made to the authorities</p> <p>Any issue of law, practice or procedure not directly connected with a <b>claim</b> under this section</p> <p>Any criminal prosecution</p> <p><b>Claims</b> where <b>your</b> tax affairs are being investigated solely because of an earlier investigation</p> <p>Any <b>HMRC Investigation(s)</b> arising within the first 30 days of the first period of insurance unless it can be evidenced that <b>you</b> previously held comparable Legal Expenses cover with another insurer immediately prior to the inception date of this policy</p> <p>Taxes, fines, interest or any other duties or penalties imposed upon <b>you</b> by any HMRC authority or court or tribunal</p>
<p><b>5</b></p> <p><b>Rent recovery</b></p> <p><b>We</b> will indemnify <b>you</b> in respect of <b>Legal Expenses</b> incurred in the recovery of an undisputed debt for <b>rent</b></p> <p><b>Conditions applying to Section 5</b></p> <p>All <b>rent</b> debt recovery claims must be submitted to <b>us</b> within 45 days of the due date of the unpaid <b>rent</b> payment and the <b>period of insurance</b></p> <p>The amount in dispute must exceed a minimum of £1,000 for the <b>claim</b> to be activated after the <b>claim</b> has been reported</p>	<p>More than two separate <b>rent</b> debt recoveries for any one <b>tenant</b> in any one period of insurance</p> <p>Amounts in dispute below £1,000</p> <p><b>Claims</b> submitted to <b>us</b> after 45 days from the due date of the unpaid <b>rent</b> payment or outside the <b>period of insurance</b></p> <p><b>Claims</b> occurring outside the <b>territorial limits</b></p> <p><b>We</b> will seek to recover the undisputed <b>rent</b> from the <b>tenant</b>, <b>we</b> will not debit the <b>rent</b> to <b>you</b> directly</p>



WHAT IS COVERED?	WHAT IS <b>NOT</b> COVERED?
<p>All of <b>your</b> normal credit control procedures must have been exhausted</p> <p><b>We</b> selects the most appropriate means of recovery</p>	
<p><b>6 Attendance expenses</b></p> <p>Net salary or wages, less any amount payable by the court for <b>you</b> or any of <b>your</b> directors, partners or employees or of <b>your</b> letting managing agent, for the time off work to attend any court or tribunal hearing within the <b>territorial limits</b> as a:</p> <ol style="list-style-type: none"> <li>1. Witness for <b>you</b> at the request of the <b>appointed representative</b>; or</li> <li>2. Defendant in legal proceedings for which <b>we</b> has accepted the <b>claim</b>.</li> </ol> <p>The amount <b>we</b> will pay will not exceed £100 per person per day and is subject to a maximum of £1,000 for <b>any one claim</b></p> <p><b>We</b> will calculate the amount payable based on the duration of any valid absence from work, based on an eight-hour day and calculated to the nearest half day. One day's pay will be calculated as 1/250th of the employee's total annual pay. Where an employee works part-time, the amount payable will be reduced on a pro-rata basis</p>	

## TENANT EVICTION

If **your** *Policy Certificate* shows that **you** have legal expenses and/or rent protection then **we** will provide the following cover:

WHAT IS COVERED?	WHAT IS <b>NOT</b> COVERED?
<p>In the event that the tenant fails to perform their obligations set out in the <b>tenancy agreement</b>, <b>we</b> will provide cover in respect of <b>legal costs</b> and <b>mediation expenses</b>, including <b>defence costs</b>, incurred in evicting the <b>tenant</b> from the <b>property</b> up to the limit shown on <b>your</b> <i>Policy Certificate</i></p> <p>The <b>tenants</b> breach of the <b>tenancy agreement</b> must occur and be notified to <b>us</b> during the period of insurance, and within 45 days of it occurring</p> <p><b>We</b> will also assist <b>you</b> by issuing the appropriate statutory and contractual eviction notices on the <b>tenant</b> on <b>your</b> behalf</p> <p>Please contact the Legal Advice Helpline number shown on your Insurer Schedule, quoting <b>your</b> policy reference, before taking any action to evict a <b>tenant</b></p>	<p>Any eviction which is not as a direct result of an accepted <b>claim</b>;</p> <p>The pursuit of the <b>tenant</b> or <b>guarantor</b> for <b>rent</b> arrears and/or mesne profits once vacant possession of the <b>property</b> has been achieved;</p> <p>The performance of <b>your</b> obligations under the <b>tenancy agreement</b> (excluding <b>defence costs</b>);</p> <p>The payment or non-payment of service charges as defined within the Landlord and Tenant Act 1985</p> <p>If <b>you</b> choose to issue the appropriate statutory and contractual eviction notices on the <b>tenant</b> yourself, without assistance from <b>us</b>, <b>we</b> will not cover any additional loss of rent or any associated costs that result from <b>your</b> failure to issue the notices correctly</p>

# CONDITIONS APPLICABLE TO TENANT EVICTION

- a. Contact must be made with the **tenant** and any **guarantor** within seven days if any **rent** is overdue to establish the reason for the arrears;
- b. If the **tenant** or **guarantor** cannot be contacted, and it is lawful to do so, **you** or **your** agent must then serve notice of a requirement to undertake an inspection in accordance with **your** obligations within the **tenancy agreement** and visit the **property**. If **you** or **your** agent are unsure that such an inspection is lawful, **you** should seek legal advice
- c. Attempts to achieve a compromise with the **tenant** must be made on alternative payment arrangements, and a proof of these attempts will be asked for at a point of **claim**
- d. If these attempts are unsuccessful, **we** will appoint a professional adjudicator to mediate between **you** and the **tenant**. **You** must agree to enter into mediation with the **tenant(s)** in the event of a dispute. Failure to agree to mediation proceedings may result in declinature of any **claim**. The mediation service is included as standard within this policy and the **mediation expenses** associated with this facility are covered under your legal costs limit

## RENT PROTECTION COVER

**Your Policy Certificate** will show if **you** have selected rent protection cover

WHAT IS COVERED?	WHAT IS <b>NOT</b> COVERED?
<p><b>We</b> will cover <b>rent</b> arrears due from the <b>tenant</b> under the <b>tenancy agreement</b> which <b>you</b> have notified to <b>us</b> during the period of insurance, and within 45 days, and where <b>you</b> are pursuing a <b>claim</b> under the tenant eviction section of this policy, up to the <b>limit of indemnity</b></p>	<p><b>We</b> will not pay <b>claims</b> under this section until a full months <b>rent</b> has been in arrears;</p> <p>In the event that the <b>tenant</b> makes payments for outstanding <b>rent</b> to <b>you</b> after <b>we</b> have reimbursed <b>you</b> under the terms of this policy, <b>we</b> will require these payments to be returned to <b>us</b></p> <p><b>We</b> will not pay agents' fees or re-letting fees</p> <p>The <b>rental excess</b></p>
<p><b>Vacant possession cover</b></p> <p><b>Your Policy Certificate</b> will confirm the level of vacant possession cover included in <b>your</b> policy</p> <p>If included, once vacant possession has been obtained following a <b>tenant</b> eviction due to the nonpayment of <b>rent</b>, <b>rent</b> will be payable by the <b>insurer</b> until the <b>property</b> has been re-let or up to the vacant possession cover limit, whichever is sooner</p>	

# CONDITIONS APPLICABLE TO RENT PROTECTION

## Rent payments

- a. A full month's **rent** must be in arrears (for example a calendar month from the date due as set out in the **tenancy agreement**);
- b. Where the **deposit** is not covered under a deposit replacement scheme or policy, **we** will deduct any **deposit** paid once vacant possession of the **property** has been obtained from the next available payment, however, if any part of the **deposit** is subsequently required to meet the cost of **dilapidations**, up to the amount of the **deposit** will be returned to **you**;
- c. Where underpayments of **rent** are received, **rent** payments will not be paid until the arrears total the equivalent of one month's **rent**;
- d. After the commencement of a **claim**, if vacant possession is obtained between payment due dates (as set out by the **tenancy agreement**), **claim** payments will be paid on a pro rata basis;
- e. If the **tenant** opts to claim **benefits** after a **claim** is initiated, **rent** arrears will not be paid until the outcome of the **benefit** claim is known. If the **tenant's benefit** claim is rejected, **rent** will be paid, backdated to the point that a payment was first due under the policy

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## MAKING A RENT PROTECTION OR TENANT EVICTION CLAIM

**You** must submit **your claim** to **us** within 45 days from the **date of event** and within the **period of insurance**, giving **us** as much information as **you** can about what has happened to bring about the **claim**.

Details of how **you** can contact **us** regarding a **claim** can be found on **your Insurer Schedule**.

**We** will only be able to review **your claim** once **we** are in receipt of the full documentation and information.

In order to **claim** under this policy **we** will require the following information:

- Completed claim form;
- A copy of the **tenancy agreement**;
- A copy of the guarantor agreement (if applicable);
- A copy of the **tenant reference(s)**;
- An up to date rent schedule;
- Copies of any notices and correspondence which has been exchanged; including attempts of reaching a compromise with a tenant that would alleviate the financial

pressure on both parties;

- Confirmation that any **deposit** taken has been properly protected in accordance with the relevant legislation or is insured under a deposit replacement policy or scheme
- Completed and signed mediation forms provided to **you** at **claim** submission

In order to progress **your claim**, **we** may require additional documentation to prove **your landlord** requirements have been met and enable eviction of **your tenant**. This may include, but is not limited to:

- A copy of the **inventory** of contents and conditions of the **property**;
- Evidence that the *How to Rent guide* has been issued to the **tenant** prior to the **tenancy agreement**;
- Copies of the Gas Safety Certificate and confirmation this was provided to the **tenant** at the start of the tenancy (where applicable)
- Copies of the EPC and confirmation this was provided to the **tenant** at the start of the tenancy

# GENERAL CONDITIONS APPLICABLE TO THE LEGAL EXPENSES, TENANCY EVICTION AND RENT PROTECTION SERVICES

These conditions are in addition to the conditions applying to the whole policy beginning on page 40.

## 1. TENANCY AGREEMENT

- a. The initial **tenancy agreement** must be for a fixed period of at least 6 months; except in Scotland where the scope of the **tenancy agreement** falls under the Private Housing (Tenancies) (Scotland) Act 2016
- b. The **property** must be entirely residential and remain solely for residential use
- c. The **tenant** must be aged 18 years or over
- d. **You** or **your** agent must not allow the **tenant** into possession of the **property** until:
  - i) The **tenancy agreement** has been signed by all parties; and
  - ii) A satisfactory **tenant reference** has been obtained before the start of the **tenancy agreement**; and
  - iii) All necessary statutory pre-grant notices to the **tenant** have been issued; and
  - iv) The first month's **rent** has been received in cash or cleared funds; and
- e. During the **tenancy agreement you** or **your** agent must:
  - i) Keep full and up to date rental records; and
  - ii) Not allow the **tenancy agreement** to be transferred to any other individual or organisation. Where a new **tenancy agreement** is taken out mid-term, all policy conditions must be met for cover to continue.
- c. In the event of malicious **damage**, **you** must give notice to the police as soon as possible after **you** have become aware of it and obtain a valid crime reference
- d. **You** will take all necessary precautions to reduce the risk of a **claim** and to prevent or minimise **legal costs** and **disbursements** wherever possible. **Your** duty to take precautions includes (but is not limited to) ensuring that no action that could bring about a dispute is taken by **you** or any other person associated with **you**
- e. Authorisation will need to be requested in writing in respect of all **disbursements** before they are incurred
- f. All **legal costs** and **disbursements** are subject to an independent assessment to ensure that they have been incurred reasonably
- g. **You** must take all steps necessary to assist in the recovery of **legal costs** and **disbursements** from a third party where appropriate and where **you** are able to do so
- h. **You** will not enter or offer to enter into any negotiation to settle the **claim** without **our** prior written approval to do so
- i. **You** will not unreasonably withhold consent for **your appointed representative** to make an offer to settle the legal action
- j. If an offer of settlement (which may include a **Part 36 offer**) is made that **we** or the **appointed representative** would deem fair and **you** do not accept it, the insurer will not be liable for any further costs incurred
- k. **You** will not withdraw from any legal action without **our** permission to do so
- l. In some circumstances, where we **decide** it is appropriate, **we** may elect to pay **you** the sum of damages that **you** are seeking and then end or not begin **civil proceedings**, and **we** will not be liable for any further costs incurred

## 2. CLAIMS

- a. The **claim** or legal proceedings must:
  - i) be able to be dealt with by a court of competent jurisdiction within the **territorial limits**; and
  - ii) in order for **your claim** to be accepted, **we** must deem that there are **reasonable prospects** of success
- c. **You** must submit **your claim** to us within 45 days from the **date of event**; and within the **period of insurance**;
- m. **We** reserves the right to:
  - i) Take over any **claim** or **civil proceedings** at any time and conduct them in **your** name
  - ii) Negotiate or settle any **claim** or **civil proceedings** on **your** behalf
  - iii) Contact **you** directly at any point concerning **your claim**

- n. **We** will only pay **claims** where **you** will suffer financial loss if **you** fail to pursue or defend the **claim** or legal proceedings
- o. For claims under vacant possession cover, **you** must take all reasonable measures to minimise the amount of time between obtaining vacant possession and re-letting the **property**. For example:
  - **You** must arrange for any necessary refurbishment work or cleaning to be undertaken as soon as possible after vacant possession has been obtained; and,
  - **You** must not unduly delay the re-letting of the **property**

### Dilapidations

- p. **You** or **your** representative must inspect the **property** before the commencement of the **tenancy agreement** and provide an **inventory** to the **tenant**. The **inventory** must be signed by the **tenant** within 7 days of the commencement of the **tenancy agreement**;
- q. **You** must provide the **tenant** with a closing **inventory** signed by a suitable qualified inventory clerk (for example, an independent inventory clerk or an employee of a letting agent) prior to any dispute occurring; and
- r. **You** must provide written estimates for any damage sustained to the **property** for any replacement or repair work required. This estimate must be agreed and signed off by a suitably qualified inventory clerk

### 3. APPOINTED REPRESENTATIVE

- a. When **you** advise **us** of a **claim**, **we** will recommend a **panel solicitor** or representative as **your appointed representative** from **our** panel of representatives to assist **you** and act on **your** behalf. If for any reason **you** are unhappy with **our** choice of **panel solicitor** or **appointed representative**, **we** will recommend another. **You** may appoint **your** own choice of representative; however, **legal costs** will only be covered when it becomes necessary to issue legal proceedings (serving of any notices does not constitute legal proceedings);
- b. If **you** do choose to appoint **your** own choice of representative, this insurance will not cover expenses over and above the costs that **our panel solicitor** would charge **us** in equivalent circumstances. For **your** information, this means that **we** would take into account the seriousness of the **claim** and the location and

- class of representative that **you** choose. The hourly rate is currently set at £125 + VAT. **We** reserve the right to assess each case on its merits and may agree to pay additional fees if **we** feel the situation warrants it. This will remain entirely at **our** discretion;
- c. The **appointed representative** will have direct contact with **us** and must cooperate fully with **us** at all times. **You** must cooperate with **your** representative, providing all necessary information and assistance to them as required;
- d. If for any reason **we** feel that **your** own choice of representative lacks the skills to act adequately on **your** behalf, **we** reserve the right to decline to fund **legal costs** and **disbursements** on that basis. **We** will give **you** notice of this in writing and the opportunity to appoint an alternative representative
- e. Any **non-panel solicitor** that **you** appoint must sign **our** standard terms of appointment and adhere to all of its terms. **You** agree to **us** having access to **your appointed representative's** file relating to **your claim**. **You** will be considered to have provided express consent to **us** or **our** appointed agent to access the file for auditing, quality and cost control purposes

### 4. COUNSEL'S OPINION

Where reasonable and necessary, **we** may obtain at **our** own cost, advice on prospects for **your claim** from an independent barrister. This will be in the event that there is a dispute on the prospects of success for **your claim**, between **your** choice of **appointed representative** and **our panel solicitors**

### 5. ARBITRATION CLAUSE

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed, then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this policy. This arbitration condition does not affect **your** rights to take separate legal action

If a disputed **claim** is not referred to arbitration within 12 months of **your claim** being turned down, **we** will treat the **claim** as abandoned

## 6. STATUTORY REGULATIONS

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that we both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in our own rights respectively.

## 7. SEVERABILITY CLAUSE

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded

to the extent of such invalidity, illegality or unenforceability, all other terms will remain in full force and effect.

## 8. PROPORTIONALITY

Where an award of damages is the only legal remedy to a dispute and the cost of pursuing **civil proceedings** is likely to exceed the value of any such award of damages, the most **we** will pay in respect of **legal costs** and **disbursements** is the value of the likely award of damages.

## 9. ACTS OF PARLIAMENT

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland and Northern Ireland and shall include any subsequent amendments, re-enactments or regulations.

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# GENERAL EXCLUSIONS APPLICABLE TO THE LEGAL EXPENSES, TENANCY EVICTION AND RENT PROTECTION SECTIONS

**These exclusions are in addition to the exclusions applying to the whole policy beginning on page 42.**

1. Any dispute arising within the first 60 days of the period of insurance if the **tenancy agreement** commenced before the inception date of this policy, unless it can be evidenced that **you** previously held comparable cover with another insurer immediately prior to inception of this policy
2. Any **claim** made or brought or commenced outside the **territorial limits**
3. Any **claim** which was not submitted to **us** within 45 days from the **date of event** and within the **period of insurance**
4. Any **claim** where **you** have not obtained a satisfactory **tenant reference** in respect of each **tenant** or **guarantor**
5. **Legal costs** and **disbursements** incurred whilst **you** are bankrupt, in administration or in receivership, or if **you** have entered into a voluntary agreement with creditors
6. A dispute relating to the amount of **rent** payable, tax, planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority
7. Any dispute arising from the negotiation, review or renewal of a **tenancy agreement** or the subsequent purchase of the **property** whether or not such purchase is completed.
8. Any actual or alleged harassment of a **tenant** or **you**
9. **Legal costs** and **disbursements** incurred without **our** prior written consent.
10. Fines or other penalties imposed by a court or tribunal
11. If at the time any **claims** are made by **you** under this policy there is any other insurance covering the same liability, **we** will not be liable to pay or contribute more than their proportion of the **claim**
12. Any **claim** arising out of the deliberate, conscious, intentional or negligent disregard

- by **you** of the need to take all reasonable steps to avoid and prevent **claims**, legal proceedings or disputes
13. Any dispute with Government or Local Authority departments concerning the imposition of statutory charges
  14. Any **claim** arising out of breach or alleged breach of confidentiality or passing off whether related to intellectual property or not or the use or alleged use of any intellectual property
  15. Any **claim** relating to violence or dishonesty on **your** part
  16. Any **legal costs** and **disbursements** incurred in any appeal proceedings, unless **we** agreed to cover the original **claim**, **we** deem that the matter has **reasonable prospects** and **we** are notified of the decision to appeal at least 7 days before the deadline to appeal
  17. Judicial review
  18. Any **claim** where the **deposit** is not properly protected in accordance with the relevant legislation
  19. **Claims** relating to **subsidence**, ground **heave**, **landslip**, mining
  20. The defence in civil legal proceedings against **you** arising from:
    - i) Injury or disease;
    - ii) Loss, destruction or damage of or to property (other than as specified in 'Sections of Cover'); or
    - iii) Any tortious liability (other than as specified in 'Sections of Cover')
  21. Any **claim** where the **date of event** is prior to the inception date of this policy and which has or which **you** knew or ought reasonably to have known may give rise to a dispute by or against **you**
  22. Disputes between **you** and any parent or subsidiary company or partner
  23. Any dispute between **you** and the **appointed representative, us** or **your** insurance

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## HELPLINE SERVICES

**Your** policy also provides a range of helpline services. These are available 24 hours a day any day of the year. **You** will need to have **your** policy number available whenever **you** contact the helplines.

### LANDLORDS EMERGENCY HELPLINE

In this section of the policy, **We/Us/Our** means the Landlords Emergency insurer specified in **your** *Insurer Schedule*.

**You** will find **your** policy number and Landlords Emergency helpline number on **your** *Insurer Schedule*. The Landlords Emergency helpline is a service that provides help with domestic emergencies, for example, a burst pipe or a break-in. If an emergency happens which threatens the safety of **your property** and **you** need help fast, just call this helpline. **We** will arrange for a skilled and reliable tradesman, approved by **us** to get in touch with **you**. **You** will have to pay the tradesman's bill and **you** will require a credit or debit card to use this service. If the loss or damage is subsequently covered under **your buildings** or **contents** cover **you** can claim what **you** paid the tradesman but the appropriate policy **excess** will then apply.

### LEGAL ADVICE HELPLINE

In this section of the policy, **We/Us/Our** means the Legal Expenses insurer specified on **your** *Policy Certificate*.

**You** will find **your** policy number and Telephone Legal Advice Helpline number on **your** *Insurer Schedule*. Available 24 hours a day throughout the year to provide **you** with confidential telephone advice about any personal legal problem in the UK, Isle of Man or Channel Islands. **We** can also provide Legal Advice on issues arising in member states of the European Union.

To help **us** monitor **our** service standards, telephone calls to the helpline may be recorded.

Please do not phone the helpline to report a general insurance claim. **We** will not accept responsibility if the helpline services are unavailable for reasons **we** cannot control.

# CONDITIONS APPLYING TO THE WHOLE POLICY

These are the conditions of the insurance you will need to meet as your part of this contract. If you do not a claim may be rejected or payment could be reduced. In some circumstances your policy might be invalid.

## 1. TAKING CARE

You must take all reasonable steps to avoid incurring liability and prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in good repair.

## 2. CHANGES IN YOUR CIRCUMSTANCES

You must tell Paymentsshield as soon as you are aware (and no more than 30 days later) of any of the following changes:

- Work is to be done on the **building** which is not routine repair, maintenance or decoration
- The **insured property** is going to be **unoccupied** for more than 45 days in a row
- If **you** or any member of **your** family receives a conviction or has a pending prosecution for any offence

There is no need to tell **us** about driving offences or any offences which are spent under the Rehabilitation of Offenders Act 1974.

- If the type of **tenant(s)** living in the **insured property** changes (e.g. if **you** told **us** professional working people would occupy the residence and now they are students or persons funding their rent through the Benefits Agency)
- If the **insured property** is not occupied solely for residential purposes

- If the **insured property** is not let under a tenancy agreement directly between the letting agent or landlord and each **tenant**
- If the **insured property** is a bedsit or divided into individual self-contained units each with individual cooking facilities
- The number of bedrooms or bathrooms in the **insured property** has changed
- The value of **your buildings** or **contents** has increased and **your** sums insured may no longer be sufficient
- The **insured property** is occupied by more than six **tenants**

**We** may re-assess **your** cover and premiums when **we** are told about changes in **your** circumstances. If **you** do not tell **us** about changes or provide full answers and relevant details, or give **us** incorrect information or do not answer questions honestly or to the best of **your** knowledge, the wrong terms may be quoted, a claim might be rejected or payment could be reduced. In some circumstances **your** policy might be invalidated and **you** may not be entitled to a refund of premium.

## 3. FRAUD

If **you**, **your family** or anyone acting on **your** behalf:

- a. Makes any false or fraudulent claim
- b. Makes any exaggerated claim
- c. Supports a claim by false or fraudulent documents, devices or statements (whether or not the claim itself is genuine)
- d. Makes a claim for loss or damage which **you** or anyone acting on **your** behalf deliberately caused

**We** will:

- i. Refuse to pay the whole of the claim; and
- ii. Recover from **you** any sums that **we** have already paid in respect of the claim



We will also notify **you** if **we** will be treating the policy as having terminated with effect from the date of the earliest of any acts set out in (a) – (d).

In that event, **you** will:

- Have no cover under the policy from the date of termination; and
- Not be entitled to any refund of premium

## 4. TRANSFERRING YOUR INTEREST IN THE POLICY

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

## 5. INDEX LINKING

The **buildings** sum Insured will be adjusted monthly in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or an appropriate alternative index. No additional premium will be required during the current period of insurance for these adjustments but the renewal premium will be calculated on the basis of the adjusted sum insured. The sum insured will continue to be index linked following loss, destruction or damage during the period required for reinstatement or repair.

# CLAIMS CONDITIONS

Guidance on how to make a claim can be found on pages 8 and 9.

These are the claims conditions **you** will need to keep to as **your** part of this contract. If **you** do not a claim may be rejected or payment could be reduced. In some circumstances **your** policy may be invalidated.

## 1. WHAT YOU MUST DO

If **you** are the victim of theft, riot, a malicious act or vandalism tell the police as soon as possible upon discovery and ask for a crime reference number and tell **us** as soon as **you** can. In the case of riot **you** must tell **us** within seven days.

For all other claims, tell **us** as soon as **you** can.

- **You** should do all **we** reasonably ask **you** to do to get back any lost or stolen property

- Do not throw away any damaged items before **we** have had a chance to see them

## 2. YOUR RIGHTS AND RESPONSIBILITIES

**We** may need to get into the **insured property** that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

**You** must not settle, reject, negotiate or offer to pay any claim **you** have made or intend to make under this policy without **our** written permission. **We** have the right, if **we** choose, in **your** name but at **our** expense to:

- Take over the defence or settlement of any claim
- Start legal action to get compensation from anyone else
- Start legal action to get back from anyone else any payments that have already been made

**You** must provide **us**, at **your** own expense, with any information and assistance **we** may reasonably require about any claim. **You** must help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

When **you** call **us** at **our** option **we** will:

- Ask **you** to get estimates for building repairs or replacement items; or
- Arrange for the damage to be inspected by one of **our** Claims Advisors, an independent loss adjuster or other expert - their aim is to help **us** agree a fair settlement with **you**; or
- Arrange for the repair or a replacement as quickly as possible

## 3. OTHER INSURANCE

If **you** claim under this policy for something which is also covered by another insurance policy **you** must provide **us** with full details of the other insurance policy. **We** will only pay **our** share of any claim.

# EXCLUSIONS APPLYING TO THE WHOLE POLICY

These exclusions apply to all sections of **your** policy. This insurance does not cover:

Radioactive contamination	<p>Any claim or expense of any kind caused directly or indirectly by:</p> <ul style="list-style-type: none"> <li>• Ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel</li> <li>• The radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it</li> </ul>
War risks	Any loss or damage caused by any sort of war, invasion or revolution
Terrorism	<p>Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism</p> <p>For the purpose of this exclusion terrorism means the use or threat of use of biological, chemical, radiological and/or nuclear force or contamination by any person(s) whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purpose including the intention to influence any government(s) or put any section of the public in fear</p>
Sonic bangs	Any loss or damage by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound
Pollution or contamination	<p>Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:</p> <ul style="list-style-type: none"> <li>• a sudden unexpected incident; or</li> <li>• oil or water escaping from a fixed oil or water installation; and</li> <li>• which was not the result of an intentional act; and</li> <li>• which occurs during any period of insurance</li> </ul> <p>All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place</p>
Rot	Any loss or damage caused by wet rot or dry rot whether or not this was caused directly or indirectly by any other cover included in this insurance
Defects	Any loss or damage caused by or from poor workmanship, poor design or faulty materials
Events before the insurance starts	Any loss, damage, liability, cost or expense of any kind which occurs as a result of an event before the period of insurance starts
Fraudulent payment	Loss or damage to items where that item is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason

Computer viruses	Loss, damage or liability arising directly or indirectly from computer viruses
Associated claim costs	<b>Your</b> costs in preparing, proving, agreeing or negotiating <b>your</b> claim
Any other costs	Any costs incurred without <b>our</b> approval or permission
Wear and tear	Any loss, damage, liability, cost or expense of any kind caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration

# CANCELLATION RIGHTS

## YOUR CANCELLATION RIGHTS

**You** can cancel **your** policy by calling Paymentsshield on the number shown on **your Policy Certificate** or by writing to Paymentsshield at the address shown on **your Policy Certificate**.

If **you** cancel within the first 14 days of receiving **your** documents **you** may cancel the policy back to the start date with a full refund unless **you** have made a claim during this period.

If **you** wish to cancel the policy after the first 14 days **you** will be entitled to a refund of the premium paid subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period for which **you** have received cover and there may also be an additional cancellation charge as shown on **your Statement of Price**. If **you** have made a claim and **you** choose to cancel **your** policy **you** will not be entitled to a refund of premium.

## OUR CANCELLATION RIGHTS

**We** may cancel this policy by sending 14 days notice to **your** last known address. **You** will be entitled to a refund of the premium paid subject to a deduction for the time for which **you** have been covered. If **you** have made a claim **you** will not be entitled to a refund of premium.

**We** can cancel **your** policy for any of the following reasons:

- failure to meet the terms and conditions of the policy
- failure to co-operate with **us** when making a claim
- suspected fraud or misrepresentation
- changes to the policy that **we** are unable to cover
- failure to pay the premium or any premium instalments

Where Paymentsshield has been unable to collect a premium payment, they will contact **you** in writing requesting payment by a specific date and informing **you** that if payment is not received by this date **your** policy will be cancelled. **You** will receive a minimum of 14 days from the date of the missed premium to rectify this before cancellation takes place. If Paymentsshield does not receive payment by the specified date, they will write to **you** again notifying **you** that payment has not been received and that cancellation has taken place.

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## FINANCIAL SERVICES

## COMPENSATION SCHEME

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. For further information please contact the Financial Services Compensation Scheme.

PO Box 300  
Mitcheldean  
GL17 1DY

0800 678 1100  
0207 741 4100  
enquiries@fscs.org.uk

# WHAT YOU SHOULD DO

## IF YOU HAVE A COMPLAINT

Please refer to **your Insurer Schedule** included in **your policy documentation** which outlines the complaints process.

If **you** remain dissatisfied with the response or 8 weeks have elapsed from the date **your** complaint was received, **you** may be eligible to refer **your** complaint free of charge to the Financial Ombudsman. **You** must do so within six months of the final complaint resolution letter.

The Financial Ombudsman can be contacted using the contact details below:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

0300 123 9 123  
0800 023 4 567

Complaint.info@financial-ombudsman.org.uk  
www.financial-ombudsman.org.uk

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## FAIR PROCESSING NOTICE

The privacy and security of your information is important to us. This notice explains who the administrator Paymentsshield is, the types of information Paymentsshield hold, how Paymentsshield use it, who Paymentsshield share it with and how long Paymentsshield keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. Paymentsshield will update this notice as required and at least annually (every December). Therefore, it is suggested you revisit this notice every December to keep yourself informed.

The terms used in this Fair Processing Notice are based on the Information Commissioner's Office. You can find out more about the ICO here: <https://ico.org.uk/>.

## WHO ARE PAYMENTSHIELD?

Paymentsshield Limited (part of The Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services provided to you.

You can contact us for general data protection queries by email to [DataProtection@ardonagh.com](mailto:DataProtection@ardonagh.com) or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 1 Minster Court, Mincing Lane, London, EC3R 7AA. Please advise us of as much detail as possible to comply with your request.

For further information about The Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

## WHAT INFORMATION DO PAYMENTSHIELD COLLECT?

To enable Paymentsshield to provide you with the right product or service to meet your needs (or to handle a claim) Paymentsshield will collect

personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code).

Paymentshield may need to request and collect sensitive personal information such as details of convictions or medical history to provide you with the product or service or to process a claim.

Paymentshield only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. Paymentshield will therefore not seek your explicit consent to process this information as it is required by them to provide the product or service you have requested and is legitimised by its criticality to the service provision. If you object to use of this information then Paymentshield will be unable to offer you that product or service.

## HOW DO PAYMENTSHIELD USE YOUR PERSONAL INFORMATION?

Paymentshield will use your personal information to

- Assess and provide the products or services that you have requested
- Communicate with you
- Develop new products and services
- Undertake statistical analysis

Paymentshield may also take the opportunity to

- Contact you about products that are closely related to those you already hold
- Provide additional assistance or tips about these products or services
- Notify you of important functionality changes to their websites

Only where you have provided Paymentshield with consent to do so, Paymentshield may also from time to time use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

From time to time Paymentshield will need to call you for a variety of reasons relating to your

products or service (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). Paymentshield are fully committed to Ofcom regulations and have strict processes to ensure Paymentshield comply with them.

To ensure the confidentiality and security of the information held, Paymentshield may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

Paymentshield may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

## SECURING YOUR PERSONAL INFORMATION

Paymentshield follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

Paymentshield store all the information that you provide to them, including information provided via forms you may complete on their websites, and information which they may collect from your browsing (such as clicks and page views on their websites).

Any new information you provide may be used to update an existing record Paymentshield hold for you.

## WHEN DO PAYMENTSHIELD SHARE YOUR INFORMATION?

To help Paymentshield prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some products or provide all or part of the service requested by you. In these instances, while the information you provide

will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau. Paymentshield will never make a search that leaves a record on your credit history without informing you first.

Paymentshield may use firms involved in financial management regarding payment.

Paymentshield may also share your data with other companies who carry out market research on our behalf and who may contact you for the purpose of obtaining feedback on the products and services we offer.

Paymentshield will only share your information for any direct marketing of additional services and products within The Ardonagh Group of companies where they have your consent to do so.

The data collected about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for Paymentshield or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If Paymentshield provide information to a third party they will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Fair Processing Notice.

Paymentshield may of course be obliged by law to pass on your information to the police or other law enforcement body, or statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

Paymentshield may also share your information with anyone you have authorised to deal with them on your behalf.

## HOW LONG DO PAYMENTSHIELD KEEP YOUR INFORMATION FOR?

Paymentshield will not keep your personal information longer than is necessary for the

purpose for which it was provided unless they are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

Paymentshield will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, Paymentshield will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract has ended.

## YOUR RIGHTS

There are a number of rights that you have under data protection law. Commonly exercised rights are:

- Access - You may reasonably request a copy of the information Paymentshield hold about you. [ICO guidance](#)
- Erasure - Where Paymentshield have no legitimate reason to continue to hold your information, you have the right to have your data deleted (sometimes known as the right to be forgotten). [ICO guidance](#)
- Paymentshield may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision if you are unhappy with it. [ICO guidance](#)
- Marketing - If you wish to inform Paymentshield of changes in consent for marketing please contact us at the address or telephone number indicated in any recent correspondence or emails you have received from them.

If you are unhappy about the way Paymentshield have handled your data or upheld your rights, you can complain to the Information Commissioner's Office (ICO) at any time.

Further details of your rights can be obtained by visiting the ICO website at <https://ico.org.uk/your-data-matters/>.

paymentshield.co.uk

The Administrator for this insurance policy is Paymentshield Limited. Paymentshield Limited is authorised and regulated by the Financial Conduct Authority under Registration No. 312708. You can check this on the Financial Services Register by visiting the FCA's website or by contacting the FCA on 0800 111 6768. Paymentshield and the Shield logo are registered trade marks of Paymentshield Limited. Telephone calls to Paymentshield may be recorded for security purposes and monitored under our quality control procedures. © Paymentshield Limited, 2019. Asset: PP00883 06/20

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