

TRISTAR RESIDENTIAL PROPERTY OWNERS



TriStar Residential Policy



Thank **You** for choosing TriStar for **Your** residential property owners insurance. Please check that this document and the **Schedule** meet **Your** needs and that **You** understand them.

For and on behalf of the **Underwriters:**
TRISTAR UNDERWRITING LIMITED

A handwritten signature in blue ink, appearing to be 'EJA', is written over the printed name of the underwriters.

IMPORTANT:

This **Certificate** is a legal contract and it is important that **You** examine it carefully to make sure that it meets **Your** requirements.

You are reminded of the need to tell **Us** immediately of any facts or changes which **We** would take into account in **Our** assessment or acceptance of this insurance as failure to disclose all relevant facts may invalidate the **Certificate**, or may result in the **Certificate** not operating fully.

Information You have to provide to us

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

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat **Your** Policy as if it never existed and decline all claims. **We** may not return premium already paid by **You** in this situation.

If **We** establish that **You** provided **Us** with false, incomplete or misleading information, it can adversely affect **Your** Policy and any claim.

For example:

- Where **We** could have accepted the risk and offered **You** a Policy but **We** would have charged a higher premium, **We** may only pay a percentage of any claim that **You** make under the Policy. **We** would do this by considering the premium **We** actually charged as a percentage of the higher premium **We** would have charged and then paying **You** the same percentage of any claim

So, as an example: if the premium **We** actually charged was £250 (two hundred and fifty pounds) and the higher premium **We** would have charged was £1,000 (one thousand pounds), then the premium **We** actually charged represents 25% (twenty-five percent) of the higher premium **We** would have charged and **We** shall only pay 25% (twenty-five percent) of any claim;

- **We** may treat this Policy as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to **Your Broker**. **We** will only do this if the false, incomplete or misleading information means that **We** provided **You** with insurance cover when **We** would not otherwise have offered it at all had the risk been fairly presented;
- if **We** would have written the risk on different terms had it been fairly presented, **We** may amend the Policy to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made;
- **We** may cancel **Your** Policy in accordance with its cancellation provisions

We will write to **You** if **We**:

- intend to treat **Your** Policy as if it never existed; or
- amend the terms of **Your** Policy; or
- reduce **Your** claim in accordance with the above If **You** become aware that information **You** have given **Us** is inaccurate or incomplete, **You** must inform **Us** as soon as practicable.

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Definitions

The following words or phrases **in bold** have the same meaning whenever they appear in this document, certificate schedule, endorsements and/or warranties

Accidental damage

Damage caused as a direct result of a single unexpected event

Buildings

The structure of the **private residence**, garages, greenhouses and sheds all on the same site, including central heating oil tanks, gas tanks, septic tanks, tennis courts, swimming pools, patios, drives, paths, walls, fences, gates and landlord's fixtures and fittings

The **private residence** (unless we describe it differently on the certificate schedule/proposal form/statement of fact) must be built of brick, stone or concrete and roofed with slates, tiles, concrete or felt. Unless shown in **Your** certificate schedule/proposal form/statement of fact, no more than 20% of the roof area may be covered with felt.

Contents

Household goods, personal belongings, clothing and other items in the **private residence** all of which belong to **You** or for which **You** are legally responsible, including:

- **high risk items** (we will pay up to £500 for any one item, pair or set and up to 10% of the **contents** sum insured in total for such items)

Contents does not include:

- any property which is more specifically insured by this or other insurance;
- any living creature;
- motor vehicles, electrically, mechanically, or power-assisted vehicles, caravans, trailers, watercraft,
- aircraft or any accessories for these items;
- tenants' property;
- securities, deeds, bonds, bills of exchange, promissory notes, documents and manuscripts;
- any property used of held for business, profession or trade purposes;
- any part of the **buildings**;
- pedal cycles; or
- jewellery, watches, works of art, photographic equipment (including video cameras and camcorders),
- binoculars and telescopes

Excess

The amount of each and every claim you must pay as shown in the certificate schedule or this wording

High risk items

Articles of gold, silver, other precious metals, televisions, radios, record players, compact disc players, video cassette recorders (VCR), cassette players, DVD players and pictures

Insurers

Sections 1 through 5 inclusive are underwritten by **Insurers** shown in the schedule. Section 6 is administered by ARAG plc and is underwritten by HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

Money

Money kept by you for business purposes

Money is:

- current coin or bank notes (which do not form part of a collection), cheques and traveller's cheques

Occupant

You, an employee, tenant or lessee authorised to stay in the **private residence** overnight

Definitions

Period of insurance

This is the length of time covered by this insurance (as shown in the certificate schedule) and any extra period for which **We** accept **Your** premium

Private residence

The private living accommodation at the risk address shown in the certificate schedule

Underwriters

Sections 1 through 5 insurers as shown in the schedule and Section 6 – HDI Global Specialty SE

Unfurnished

Where the **private residence** is not furnished enough to be normally lived in

United Kingdom

Great Britain (England, Scotland and Wales), Northern Ireland, the Isle of Man and the Channel Islands

Unoccupied

Where the **private residence** has been left without an occupant for more than 30 days in a row unless otherwise endorsed in **Your** certificate schedule

Valuables

Articles of gold, silver, other precious metals, jewellery, gemstones, pearls, furs, watches, portable televisions, audio-, video and computer equipment, telescopes, binoculars, photographic equipment, musical instruments and guns belonging to you or for which you are legally responsible

We, Us, Our

Sections 1 through 5 – **Insurers** shown in the schedule and Section 6 – HDI Global Specialty SE

You, your

The person(s), company(ies) or other legal entities named in the certificate schedule

Your insurance adviser

The insurance intermediary who placed this insurance on **Your** behalf

How to Make a Claim

Claims – Insured’s Duties

On the happening of any event which may give rise to a claim the **Insured** shall;

- a) General - applicable to all Sections;
 - i) notify the **Underwriters** immediately, but in any event within 30 days
 - ii) take all practicable steps to recover property lost and otherwise minimise the claim
 - iii) inform the Police immediately and **Underwriters** within 14 days if the **Damage** is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances
 - iv) give all information and assistance the **Underwriters** may require in a timely manner
- b) Applicable to Section 1;

Within 30 days or such further time as the **Underwriters** may in writing allow deliver to the **Underwriters** a written claim providing at the **Insured’s** own expense all details proofs and information regarding the cause and amount of **Damage** as the **Underwriters** may reasonably require together with details of any other insurances on any **Property Insured** by this **Certificate** and (if demanded) a statutory declaration of the truth of the claim and of any related matters
No claim under this Section shall be payable unless the terms of this condition have been complied with.
- c) Applicable to Section 2;
 - i) within 14 days after the expiry of the **Indemnity Period** or within such further time as the **Underwriters** may in writing allow at the **Insured’s** own expense deliver to the **Underwriters** a statement setting out particulars of the claim together with details of all other insurances covering any part of the **Damage** or resulting loss of rental income
 - ii) the **Insured** shall at their own expense also provide the **Underwriters** with such books of account and other business books, vouchers, invoices, balance sheets, and other documents, proofs, information, explanations and other evidence as may reasonably be required by the **Underwriters** for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matter

No claim under this Section shall be payable unless the terms of this condition have been complied with and in the event of

non-compliance therewith in any respect any payment on account of the claim already made shall be repaid to the **Underwriters** immediately.

- d) Applicable to Section 3 – Property Owners Liability;
 - i) not make or allow to be made on their behalf any admission offer promise payment or indemnity without the written consent of the **Underwriters**
 - ii) immediately forward to the **Underwriters** every letter claim writ summons and process immediately upon receipt without acknowledgement
 - iii) advise the **Underwriters** in writing immediately they have any knowledge of any impending prosecution inquest Fatal Accident or Ministry Enquiry.

Claims – Underwriters’ Rights

The **Underwriters**;

- a) On the happening of **Damage** in respect of which a claim is made may without thereby incurring any liability or diminishing any of the **Underwriters’** rights under this **Certificate** enter take or keep possession of the **Premises** where such **Damage** has occurred and take possession of or require to be delivered to the **Underwriters** any **Property Insured** and deal with such property for all reasonable purposes and in any reasonable manner

No property may be abandoned to the **Underwriters** whether taken possession of by the Underwriters or not.
- b) shall have full discretion in the conduct of any proceeding and in the settlement of any claim.

If **you** need to make a claim please refer to the claims procedure as detailed in the Policy Schedule

Section One: Buildings

Your certificate schedule will show you if this cover applies

What is covered	What is not covered
Insured events	
Loss or damage to the buildings during the period of insurance caused by the following events:	The excess
1 Fire and smoke	The excess
2 Earthquake	The excess
3 Explosion	The excess
4 Lightning	The excess
5 Aircraft and other flying objects or anything dropped from them	The excess
6 Riot, civil commotion, strikes and labour or political disturbances	The excess
7 Impact by any vehicle, train or animal	<ul style="list-style-type: none"> • Loss or damage caused <ul style="list-style-type: none"> - by pets; - to paths or drives by the weight of any vehicle; or - to roads, land, pavements, piers, jetties, bridges and culverts - the excess
8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts	<ul style="list-style-type: none"> • Loss or damage to radio or television aerials, fixed satellite dishes, their fittings or masts and the excess
9 Falling trees or branches, telegraph poles or lamp posts	<ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> - to hedges, fences and gates; or caused by cutting down or trimming trees or branches - the cost of removal if the fallen tree or branch has not caused damage to the buildings - the excess
10 Theft or attempted theft	<ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> - caused by You or Your guests, tenants or lessees; - while private residence is unfurnished or unoccupied; or - unless there has been forced and violent entry into or exit into or out of the private residence other than theft of lead from the exterior of the buildings - the excess

Section One: Buildings Continued

What is covered	What is not covered
<p>11 Malicious acts or vandalism</p> <p>The most We will pay is £5,000 for any one event if caused by tenants &/or anyone lawfully on the premises unless otherwise stated</p>	<ul style="list-style-type: none"> • Loss or damage while the private residence is unfurnished or unoccupied • The first £1000 of every claim unless otherwise stated by Endorsement
<p>12 Flood, storm and weight of snow</p>	<ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> - caused by frost; - caused by subsidence, heave or landslip; - to hedges, fences and gates; - to radio or television aerials, fixed satellite dishes, their fittings or masts; or - caused by rising ground water levels - the excess
<p>13 Escape of water or oil from any fixed domestic water or heating installation or appliance</p>	<ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> - while your private residence is unfurnished or unoccupied; - caused by subsidence, heave or landslip; - to domestic fixed oil tanks and swimming pools; - caused by faulty workmanship; - to the installation itself; or - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a 'frost-stat' device - the first £250 of every claim unless otherwise stated by Endorsement

Section One: Buildings Continued

What is covered	What is not covered
<p>14 Subsidence or heave of the site on which the buildings stand, or landslip</p>	<ul style="list-style-type: none"> ● Loss or damage caused by: <ul style="list-style-type: none"> - coastal or river erosion; - new structures bedding down, settling, expanding or shrinking; - newly made up ground settling; - faulty design, specification, workmanship or materials; - construction work or repairing, demolishing or altering the buildings; - normal settlement, shrinkage or expansion; or - the action of chemicals on or the reaction of chemicals with any materials which form part of the buildings ● Loss or damage to detached garages, outbuildings, swimming pools, tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the foundations beneath the supporting walls of the private residence are damaged at the same time and by the same cause ● Loss or damage caused to solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the private residence are damaged at the same time and by the same cause ● Loss or damage to the buildings if the loss or damage is covered by law ● The excess

Extra Benefits Included With Buildings

We will also cover the following:

What is covered	What is not covered
<p>1 Accidental breakage</p> <ul style="list-style-type: none"> Accidental breakage of fixed glass forming part of the buildings (including the cost of necessary boarding up before replacing broken glass) Accidental breakage of fixed sanitary fittings Accidental breakage of ceramic glass in cooker hobs of built-in units Accidental breakage of fixed solar panels forming part of the buildings 	<ul style="list-style-type: none"> The excess Damage while your private residence is unfurnished or unoccupied
<p>2 Loss of rent or costs for alternative accommodation</p> <p>While the private residence cannot be lived in as a result of loss or damage covered by an event insured under section one (Buildings), We will pay:</p> <ul style="list-style-type: none"> the rent You would have received from an existing lessee or tenant (less any share of the rent or other expenses You must pay the letting agent) if the private residence could have been lived in; or the cost of reasonable alternative accommodation substantially the same as your existing accommodation for You, Your family and Your pets if You permanently living in the private residence 	<ul style="list-style-type: none"> Any amount over the limit shown on the certificate schedule
<p>3 Selling the private residence</p> <p>If You sell the private residence, from the date You exchange contracts We will give the buyer the benefit of section one (Buildings) until the sale is completed, as long as this is within the period of insurance</p>	<ul style="list-style-type: none"> Any claim for loss or damage to the buildings if the buyer is insured under any other circumstances

Extra Benefits Included With Buildings (continued)

What is covered	What is not covered
<p>4 Building fees and the cost of removing debris</p> <p>After a claim, which is covered by an insured event under section one (Buildings), We will pay the following expenses or losses We have agreed to</p> <ul style="list-style-type: none"> • The reasonable cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild the buildings • The cost of removing debris and demolishing or supporting parts of the buildings which have been damaged, in order to make the site safe • The extra costs of rebuilding or repairing the damaged parts of the buildings to meet any regulations or laws imposed by Acts of Parliament or local authorities 	<ul style="list-style-type: none"> • Any costs for preparing a claim • Any costs which relate to undamaged parts of the buildings, except the foundations of the damaged parts of the buildings • Costs involved in meeting regulations and laws if notice was served on you before the loss or damage happened • The cost of making the site stable
<p>5 Accidental cover to underground services</p> <p>Accidental damage to underground cables, pipes or tanks serving the private residence for which You are legally responsible</p>	<ul style="list-style-type: none"> • The excess • Damage while the private residence is unfurnished or unoccupied • The cost of clearing blocked sewer pipes, drains, soakaways, pipes or tanks • Damage to any part of the cable or services pipe within the buildings
<p>6 Trace and Access</p> <p>We will pay for the reasonable costs, with a limit of GBP 1,000 any one claim, necessarily incurred by You in locating the source and subsequent making good of damage resulting from:</p> <ol style="list-style-type: none"> 1. the escape of water from any tank apparatus or pipe 2. accidental damage to cables underground pipes and drains serving the Insured Property 	<ul style="list-style-type: none"> • The Trace and Access extension if defined Peril 13 is excluded by endorsement.

Accidental Damage To Buildings

Your certificate schedule will show you if this cover applies

What is covered	What is not covered
<p>Accidental damage to Your buildings</p> <p>We will pay for accidental damage to Your buildings</p>	<ul style="list-style-type: none"> • The excess • Any damage caused by: <ul style="list-style-type: none"> - chewing, tearing, scratching or fouling by domestic pets; - action of light or the atmosphere; - the buildings moving, settling, shrinking, collapsing or cracking; - any process of cleaning, repairing, dyeing, renovating, maintaining or extending the buildings; - faulty design, specification workmanship or materials; - mechanical or electrical faults or breakdown; - dryness, dampness, extremes of temperature or exposure to light; or - damage caused by or contributed to by or arising from any kind of pollution and / or contamination • Damage to swimming pools, tennis courts, terraces, patios, drives, paths, walls, fences, gates and domestic fuel tanks, roads, land, pavements, piers, jetties, bridges and culverts <p>Damage while:</p> <ul style="list-style-type: none"> - Your private residence is unfurnished or unoccupied <p>Damage shown under the 'What is not covered' part of:</p> <ul style="list-style-type: none"> • 'Insured events 1-14'; and • 'Extra benefits included with buildings'; in section one (Buildings

Settling Claims

How we will deal with your claim

1. If **Your** claim for loss or damage is covered under section one, **We** will pay the full cost of repair as long as:
 - the **buildings** were in a good state of repair immediately prior to the loss or damage and
 - the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form and
 - the damage has been repaired or loss has been reinstatedIf the **buildings** were not in a good state of repair **We** will deduct an amount from **Your** claim
2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your sum insured

3. **We** will not reduce the sum insured under section one after **We** have paid a claim as long as you agree to carry out **Our** recommendations to prevent further loss or damage
4. If **You** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **Your** sum insured for the **buildings**, then **We** will only pay a proportion of the claim. For example if **Your** sum insured only covers one half of the cost of rebuilding the **buildings**, **We** will only pay one half of the cost of repair or replacement

Limit of insurance

We will not pay more than the sum insured for each **premises** shown in the **certificate schedule**

Index linking

If requested the sum insured will be index-linked and will be adjusted in line with the changes in the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors or in line with any other index that **We** decide

If **You** make a claim, index-linking will continue during the period when the repair or rebuilding is being carried out, as long as **You** take reasonable action for the repair or rebuilding to be carried out immediately

We will not make a charge for index-linking during the **period of insurance**. However, each time **Your** insurance is renewed, **We** will work out a new premium for the adjusted sum insured

Section Two: Contents

Your certificate schedule will show you if this cover applies

What is covered	What is not covered
<p>Insured events</p> <p>Loss or damage to Your contents whilst in the private residence during the period of insurance caused by the following::</p>	
1 Fire and smoke	The excess
2 Earthquake	The excess
3 Explosion	The excess
4 Lightning	The excess
5 Aircraft and other flying objects or anything dropped from them	The excess
6 Riot, civil commotion, strikes and labour or political disturbances	The excess
7 Impact by any vehicle, train or animal	<ul style="list-style-type: none"> Loss or damage caused by pets and the excess
8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings and masts	The excess
9 Falling trees or branches, telegraph poles or lamp posts	<ul style="list-style-type: none"> Loss or damage caused by cutting down or trimming trees or branches and the excess
10 Theft or attempted theft following forced and violent entry into or exit out of the private residence	<ul style="list-style-type: none"> Loss or damage: <ul style="list-style-type: none"> caused by You or Your guests, tenants or lessees; or while the private residence is unfurnished or unoccupied the excess
11 Malicious acts or vandalism	<ul style="list-style-type: none"> Loss or damage: <ul style="list-style-type: none"> caused by You or Your guests, tenants or lessees; or while the private residence is unfurnished or unoccupied the excess
12 Flood, storm and weight of snow	<ul style="list-style-type: none"> Loss or damage: <ul style="list-style-type: none"> caused by frost; to property outside the private residence; or caused by rising ground water levels the excess

Section Two: Contents (continued)

What is covered	What is not covered
<p>13 Escape of water or oil from any fixed domestic water or heating installation or appliance</p>	<ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> - while the private residence is unfurnished or unoccupied; - caused by faulty workmanship; - if the installation is outdoors or in an outbuilding unless the installation is connected to a domestic heating boiler protected by a 'frost-stat device'; or - to the installation or appliance - the first £250 of every claim unless otherwise stated by Endorsement • The cost of the water and oil
<p>14 Subsidence or heave of the site on which the buildings stand, or landslip</p>	<ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> - coastal or river erosion; - new structures bedding down, normal settlement, shrinkage or expansion; - newly made-up ground settling; - faulty design, specification, workmanship or materials; - construction work, or repairing, demolishing or altering the buildings; or - the excess

Extra Benefits Included With Contents

We will also cover the following:

What is covered	What is not covered
<p>1 Loss of rent costs for alternative accommodation</p> <p>While the private residence cannot be lived in as a result of loss or damage covered by an event insured under section one (Buildings), We will pay:</p> <ul style="list-style-type: none">• the rent You would have received from an existing tenant (less any share of the rent or other expenses You must pay to the letting agent) if the private residence could have been lived in; or• the cost of reasonable alternative accommodation substantially the same as Your existing accommodation for You, Your family and Your pets if You permanently live in the private residence	<ul style="list-style-type: none">• Any amount over 20% of the sum insured on the contents for any one claim unless a higher figure is shown in the certificate schedule

Accidental Damage To Contents

Your certificate schedule will show **You** if this cover applies

What is covered	What is not covered
<p>Accidental damage to contents while they are in the private residence</p>	<ul style="list-style-type: none"> • The excess as shown in the certificate schedule • Damage caused by: <ul style="list-style-type: none"> - chewing, tearing, scratching or fouling by Your pets; - woodworm, fungus, mildew or rust; - action of light or the atmosphere; - moth, insects or vermin; - any process of cleaning, repairing, dyeing, renovating or maintaining the item; - faulty workmanship, design or materials; - using the contents in a way which is different to the manufacturer's instructions; or - information being erased or damaged on computer equipment • Damage to: <ol style="list-style-type: none"> i. contact lenses, money, credit cards, stamps, coins or other collections; ii. any powered machine while it is being used as a tool and if damage arises directly out of its use; and iii. clothing (including furs), food and drink • Damage while: <ol style="list-style-type: none"> i. the private residence is unfurnished or unoccupied; or ii. the private residence is lent, let or sublet or is not self-contained • Any amount over £1,000 for china, glass, pottery, porcelain or other brittle substances • Damage shown under the 'What is not covered' part of: <ol style="list-style-type: none"> i. 'Insured events 1-15' and ii. 'Extra benefits included with contents'; in section two (Contents) • Damage shown under the 'What is covered' part of: <ol style="list-style-type: none"> i. 'Insured events 1-15' and ii. 'Extra benefits included with contents'; in section two (Contents)

Settling Claims

How we will deal with your claim

1. If **You** claim for loss or damage to the **contents** **We** will at **Our** option repair, replace or pay for any article covered under section two.

For total loss or destruction of any article **We** will pay **You** the cost of replacing the article as new, as long as:

- the new article is as close as possible to but not an improvement on the original article when it was new; and
- **You** have paid or **We** have authorised the cost of replacement.

The above basis of settlement will not apply to:

- clothes
- pedal cycles

where **We** will take off an amount for depreciation.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part

We will decide whether to pay the cost of repairing an item, or replacing it with a new item (in the same form and style) if it is lost or damaged beyond repair

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched

Your sum insured

3. **We** will not reduce the sum insured under section two after **We** have paid a claim as long as **You** agree to carry out **Our** recommendations to prevent further loss or damage
4. If **You** are under insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **Your** sum insured for the contents, then **We** will only pay a proportion of the claim. For example, if **Your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **We** will only pay one half of the cost of repair or replacement

Limit of insurance

We will not pay any more than the sum insured for the **contents** of each **premises** shown in the **certificate schedule**

Index linking

If requested the sum insured will be index-linked. This means that the sum insured will be adjusted in line with the changes in the Government's Consumer Durables Index or in line with any other index that **We** decide

If **You** make a claim, the index-linking will continue during the period when the repair or replacement is being carried out, as long as **You** take reasonable action for the repair or replacement to be carried out immediately

We will not make a charge for index-linking during the **period of insurance**. However, each time **Your** insurance is renewed, **We** will work out a new premium for the adjusted sum insured

Section Three: Liability

Where Section one (buildings) is shown as covered in the schedule the insurance will include **Your** liability as owner of the **private residence** and **Your** liability as owner of a previous **private residence**.

Where Section two (contents) is shown as covered in the schedule the insurance will include **Your** liability as occupier of the **private residence**.

For the purpose of this section bodily injury will include death and disease

What is covered	What is not covered
<p>Your liability as owner or occupier to pay for accidents happening in and around the private residence during the period of insurance. We will provide this cover if the accident results in:</p> <ul style="list-style-type: none"> • bodily injury to any person other than You or any person You employ in the course of their employment by You; or • loss or damage to property which You do not own or have legal responsibility for <p>We will not pay more than £5,000,000 for any one event plus any costs and expenses We have agreed to in writing</p> <p>If You die, Your legal personal representatives will have the benefit of the cover under this section</p>	<p>You are not covered for liability arising:</p> <ul style="list-style-type: none"> • Other than as owner or occupier of the private residence; • From any agreement or contract unless You would have been legally liable anyway; • For bodily injury arising directly or indirectly from any communicable disease or condition; • From any criminal, violent or act to another person or property; • As a result of an assault, alleged assault or a deliberate, wilful or malicious act; • For damage to property owned by or in the charge or control of You, any other permanent member of the private residence or any person engaged in Your service; • In Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance; • From the ownership or occupation of any land or buildings other than the private residence; • Where You are entitled to cover from another source including but not limited to any horse or travel insurance, until such insurance(s) is exhausted; • Which You have assumed under contract and which would not otherwise have attached; • From any profession, trade or business other than as owner of the private residence; • From any infectious disease or condition;

Section Three: Liability (continued)

What is covered	What is not covered
	<ul style="list-style-type: none"> • From You owning or using any: <ul style="list-style-type: none"> - power-operated lift; - mechanically-propelled vehicles (including children's motor cycles and motor cars), horse-drawn vehicles; - aircraft, hovercraft or watercraft; - caravan or trailer; or - any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991; • Bodily injury to any member of Your household who normally lives with You • In respect of any kind of pollution and/or contamination other than caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the Period of Insurance at the Private Residence named in the Certificate Schedule; and reported to Us not later than 30 days from the end of the Period of Insurance; in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident

Section Three: Liability (continued)

What is covered	What is not covered
<p>Liability as owner of a previous private residence</p> <p>You liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 as owner of any previous private residence which You occupied, for accidents happening in and around that private residence which result in:</p> <ul style="list-style-type: none"> • Bodily injury to any person other than You; or • Loss or damage to property which You do not own or have legal responsibility for <p>We will not pay more than £2,000,000 for any one event plus any costs and expenses We have agreed to in writing</p> <p>If You die, Your legal personal representatives will have the benefit of the cover under this section</p>	<ul style="list-style-type: none"> • You are not covered for liability arising: <ul style="list-style-type: none"> - from an incident which happens over 7 years after this insurance ends or the private residence was sold; - from any cause for which You are entitled to cover under another source; - from the cost of correcting any fault or alleged fault; or - where a more recent policy covers the liability • Bodily injury to any member of Your household who normally lives with You

General Exclusions

The following exclusions apply to the whole of your insurance (Except Section Six)

This insurance does not cover:

- direct or indirect loss or damage to any property;
- any legal liability;
- costs and expenses;
- death or injury to any person; or
- caused by, contributed to, or arising from, the following

1 Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause

This Certificate does not cover

- (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) Any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2 War and Civil War Exclusion Clause

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalism or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

- 3 Loss of value after **We** have made a claim payment
- 4 Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **Period of Insurance**

We will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than escape of water or oil from the fixed domestic water or heating systems, however this depends on conditions of this document

- 5 Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insect, vermin, moth, any gradually-operating cause, mechanical or electrical breakdown
- 6 Indirect loss of any kind
- 7 Biological or chemical contamination due to or arising from:
 - terrorism; or
 - steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism

In this exclusion, terrorism means any act of any person or organisation involving:

- causing or threatening harm;
 - putting the public or any section of the public in fear;
- if it is likely that the purpose is of a political, religious, ideological or similar nature

- 8 By pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- 9 Solely to change in the Water Table Level

General Exclusions (continued)

The following exclusions apply to the whole of your insurance (Except Section Six)

3 Cyber

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 Cyber Loss;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

6 Cyber Incident means:

6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

7 Computer System means:

7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

owned or operated by the Insured or any other party.

8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Additional Clauses

The Following Conditions Apply To The Whole Of Your Insurance (Except Section Six)

Micro-Organism Exclusion Clause

This Insurance does not cover any loss, damage, claim, cost, expenses or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health

This exclusion applies regardless whether there is:

- (i) any physical loss or damage to insured property;
- (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence;
- (iii) any loss of use; occupancy; or functionality; or
- (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns

This Exclusion replaces and supersedes any provision in this Insurance that provides insurance, in whole or in part, for these matters

Contamination And Pollution Exclusion Clause

1. This Insurance shall not cover any loss or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
2. This exclusion does not apply if such loss or damage arises out of one or more of the following perils:
 - Fire, Lighting, Explosion, Impact of Aircraft
 - Vehicle Impact, Sonic Boom
 - Accidental escape of water from any tank or apparatus or pipe within the **Private Residence**
 - Riot, Civil Commotion, Malicious Damage
 - Storm, Hail
 - Flood, inundation
 - Earthquake
 - Landslide, Subsidence
 - Pressure of Snow, Avalanche
 - Volcanic Eruption
3. All other terms and conditions of this Insurance shall be unaltered and especially the exclusions shall not be superseded by this clause

Additional Clauses (continued)

The Following Conditions Apply To The Whole Of Your Insurance (Except Section Six)

Electronic Risk Exclusion

- 1) Notwithstanding any provision to the contrary within this policy or any Endorsement thereto, this policy excludes all loss, Damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - a) loss of, alteration of, or Damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2)
 - b) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data unless subject to the provisions of paragraph 3).
- 2) Notwithstanding paragraph 1) above, and subject to all terms, Conditions and Exclusions of this policy or any Endorsement thereto, this policy covers Damage to Property insured under this policy and any consequential loss directly resulting therefrom where such Damage is directly occasioned by any of the Listed Perils as described below.
- 3) Notwithstanding sub paragraph 1) b) above, in the event that hardware or the Data storage device of a Computer System insured under this policy sustains Damage caused by a Listed Peril, which results in Damage to or loss of Data stored on that hardware or the Data storage device, then the Damage to or loss of such Data shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost Data shall only be the costs of reproducing Data if such costs are indemnified under this policy. Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering or assembling such Data, but does not include the value of the Data to You or any other party even if such Data cannot be recreated, gathered or assembled.

For the purposes of this Exclusion the following Definitions apply:

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Listed Peril means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

Additional Clauses (continued)

The Following Conditions Apply To The Whole Of Your Insurance (Except Section Six)

Communicable Disease Exclusion

Not applicable to Employers Liability Subsection and Property Owners Liability Subsection if insured by this policy

- 1) Notwithstanding any provision to the contrary in this insurance, this insurance excludes coverage for any loss, Damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:
 - a) a Communicable Disease; or
 - b) the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The above exclusion includes, without limitation to the scope of the foregoing:

1. any cost to clean up, detoxify, remove, monitor or test:
 - a) for a Communicable Disease; or
 - b) any Property insured hereunder that is affected by such Communicable Disease,and
2. any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any Communicable Disease.
- 2) However, paragraph 1) shall not apply to physical loss or destruction of, or Damage to, Property and any resulting consequential loss, to the extent that You establish that such physical loss, destruction or Damage was directly caused by:
 - a) Terrorism (as defined in this policy), or
 - b) a Listed Peril as described below where specifically insured by this insurance.

All other terms, Conditions and Exclusions of the insurance remain the same.

For the purposes of this Exclusion the following Definitions apply:

Communicable Disease means any type of disease or illness which can be transmitted by means of any substance or agent from any organism to another organism where:

- 1) the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 2) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms, and
- 3) the disease, illness, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property of any type.

Listed Peril means one of the following perils if specifically insured by this insurance:

Fire (howsoever caused); lightning; explosion; aircraft and aerial devices dropped from them; riot; civil commotion; strikers; damage caused by malicious persons; windstorm; rainstorm; hail; tornado; cyclone; typhoon; hurricane; earthquake; subterranean Fire, flood (howsoever caused); freeze; ice storm; weight of snow or ice; avalanche; meteorite or asteroid impact; landslip; landslide; mudslide; escape of water, oil or hydraulic fluid from any tank, apparatus or pipe; sprinkler leakage; impact by any road vehicle or animal; theft or attempted theft; mechanical or electrical breakdown; subsidence; heave; implosion; or collapse

Additional Clauses (continued)

The Following Conditions Apply To The Whole Of Your Insurance (Except Section Six)

Nuclear Energy Risks Exclusions Clause

This **Insurance** shall exclude Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations

For the purposes of this Insurance Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

1. nuclear reactors and nuclear power stations or plant
2. any other premises or facilities whatsoever related to or concerned with:
 - a) the production of nuclear energy or
 - b) the production or storage or handling of nuclear fuel or nuclear waste
3. Any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

Asbestos Endorsement

1. This **Insurance** only insures asbestos physically incorporated in an insured building or structure, and then only provides indemnity in respect of the part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:

Fire, Lightning, Explosion, Aircraft, Riot or Civil Commotion, Earthquake, Subterranean, Fire, Storm or Flood, Escape of Water within the **Private Residence**, Impact, Sprinkler, Leakage Subsidence.

This coverage is subject to all limitation in the policy to which this endorsement is attached and in addition to each of the following specific limitations:

- a) The said building or structure must be insured under this Insurance for damage by Listed Peril
 - b) The Listed Peril must be the immediate sole cause of the damage to the asbestos
 - c) The Assured must report to the **Underwriters** the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Insurance does not insure any such damage first reported to the **Underwriters** more than 12 (twelve) months after the expiration, or termination, of the period of insurance
 - d) This Insurance shall provide no cover (whether for physical damage, business interruption, delay or repair or other consequential loss) in respect of:
 - (i) Wear and tear or inherent defect, quality or vice in or of any asbestos;
 - (ii) Any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design, manufacture, installation, use, retention, treatment, management, repair, replacement or removal of any asbestos (damaged or otherwise); or
 - (iii) Any asbestos which the Listed Peril has not physically damaged
2. Except as set forth in the foregoing Part A of this endorsement, this Insurance does not insure asbestos or any interest relating thereto

Additional Clauses (continued)

The Following Conditions Apply To The Whole Of Your Insurance (Except Section Six)

Asbestos Exclusion

This **Insurance** does not cover any loss cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

Contracts (Rights Of Third Parties) Act 1999 Clarification Clause

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

Water Table Clause - (Worldwide Excluding U.S.A. And Canada)

This **Policy** does not cover destruction or damage attributable solely to change in the water table level

General Conditions

The Following Conditions Apply To The Whole Of Your Insurance (Except Section Six)

1 Reasonable care

You must keep **Your** property in a good condition and state of repair and take all reasonable care to prevent loss or damage, accident, bodily injury or legal proceedings. If legal proceedings are under way, **You** must tell us immediately and take all reasonable steps to minimise the costs of these proceedings

2 Telling us about a change

You must tell **Us** as soon as possible about any change in the information given to **Us** which is relevant to this insurance. If **You** do not, **Your** insurance may not be valid or may not cover **You** fully. If **You** are not sure whether any information is relevant, **You** should tell **Us** anyway

You must tell **Us** about the following

- a) Before **You** convert or extend the **buildings**
- b) If **You** buy new furniture as the sum insured may need to be increased. Please read how **We** settle claims under section two (Contents)
- c) If **You** change **Your** address
- d) If the **private residence** is **unfurnished** or **unoccupied** for any reason other than waiting for a tenant to move in
- e) If the type of tenant occupying the **private residence** changes

We have the right to change any terms and conditions of this insurance when **You** tell **Us** about a change

General Conditions (continued)

The Following Conditions Apply To The Whole Of Your Insurance (Except Section Six)

3 Our rights after a claim

We may enter any building where loss or damage has happened, take possession of the insured damaged property, and deal with any salvage in a reasonable manner. However, **You** must not abandon any property

Before or after **We** pay **Your** claim under this insurance, **We** may take over, conduct, defend or settle any claim in **Your** name

We can also take proceedings, at **Our** own expense and for **Our** own benefit, to recover any payment **We** have made under this insurance

4 Fraudulent claims

If a claim is made which **You** or anyone acting on **Your** behalf knows is false, fraudulent or exaggerated, **We** will not pay the claim and cover under this insurance will end without **Our** returning **Your** premium

5 Disagreement over amount of claim

If **We** accept **Your** claim, but disagree over the amount due to **You**, the matter will be passed to an arbitrator who both **You** and **We** agree to. When this happens, the arbitrator must make a decision before **You** can start proceedings against **Us**

6 Cancellation

Your right to change your mind

You may cancel this insurance, without giving reason, by sending **Us** or the insurance intermediary who sold **You** this insurance written notice, and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **You** receiving the insurance documents. As long as **You** have not made a claim under this insurance, **We** will return any premium **You** have paid .

Your right to cancel this insurance

This **Certificate** may be cancelled at any time at **Your** request in writing to the Intermediary who effected the **Certificate**, and the premium hereon shall be adjusted on the following basis in respect of Sections 1 and 2;

Period of Insurance

Up to 182 days
More than 182 days

% of premium retained

50%
pro rata

NOTE: administration fees and placing fees are non-refundable NOTE: cancellation will result in an additional £25 cancellation fee

Provided that;

- no claims have been made under the **Certificate** for which **We** have made a payment
- no claims have been made under the **Certificate** which are still under consideration
- no incident has occurred which is likely to give rise to a claim but has yet to be reported to **Us**.

The premium in respect of Sections 3 and 6 is earned in full and no return premium is available for these sections. The cost(s) of any survey fees incurred by **Us** will be deducted from any return premium due.

Our right to cancel this insurance

We may cancel this insurance by sending **You** 14 days' notice to **Your** last known address. **We** will refund the part of **Your** premium, which applies to the remaining **period of insurance** (as long as **You** have not made a claim).

We may cancel this insurance immediately without giving **You** notice in advance if **You** do not pay a premium or fail to pay a premium under any finance agreement operated by Premium Credit Limited or instalment scheme operated by Tristar Premium Finance.

7 Other insurance

If, at the time of any loss, damage or liability covered under this insurance, **You** have any other insurance which covers the same loss, damage or liability, **We** will only pay **Our** share of the claim

8 More than one property

Each **private residence** covered by this insurance will be insured as though a separate document had been sent to each

General Conditions (continued)

The Following Conditions Apply To The Whole Of Your Insurance (Except Section Six)

9 Unoccupancy

It is a condition precedent to liability that when any **building** (or part thereof) are untenanted or **unoccupied**;

- (a) all gas, water and electricity mains supplies will be kept disconnected (except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes)
- (b) all water tanks, apparatus, pipes and heating other than those connected to automatic sprinkler systems must be drained down
- (c) all reasonable precautions are taken to ensure that the **buildings** are secure against entry by intruders including:
 - (i) securely locking and fastening all doors and windows
 - (ii) any letter boxes being sealed
 - (iii) setting all security and alarm protections in full operation and ensuring that the protections are in proper working order
- (d) all waste refuse and other disused combustible materials will be cleared from the **building** and removed from the premises at least once a week
- (e) tanks containing fuel or other flammable liquids must be drained and purged within 7 days of the **buildings** becoming **unoccupied**
- (f) the **buildings** must be inspected at least once every 7 days by the **insured** or the **insureds** nominee in order to inspect the premises both internally and externally and to carry out any work necessary to maintain the above security arrangements. A record will be kept of such inspections
- (g) notice is to be given to **Us** when any untenanted or **unoccupied** building (or part thereof) is again occupied

We shall not be liable for any **damage** or **Injury** arising out of or in connection with any works of alteration demolition refurbishment or renovation.

Defined perils are hereby restricted to Fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom.

Definition of unoccupied is more than 30 consecutive days.

10 Tenanted Property

The following conditions will apply.

- **You** must meet all local and national authority regulations governing rented accommodation
- the bedrooms of the **private residence** must not be used for cooking, other than for tea and coffee making
- portable heaters, other than electric-powered fan or convector types, must not be used in any bedroom of the **private residence**
- **You** or an authorised person must inspect the inside of the **private residence** at the end of each tenancy and any fault must be logged and rectified before a tenant moves in
- all rubbish stored in the **buildings** must be removed each week

If all of the conditions shown above are not met, and a claim arises, **We** may decide not to pay them

11 Law Applicable to this Insurance

Notice to the Insured. The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law

COMPLAINTS' PROCEDURE

(Applying To The Whole **Policy** Except Section Six- Landlords Legal Expenses)

Please refer to the complaints procedure as detailed in the Policy Schedule

Section Six: Landlords Legal Expenses

(This Section is effective only if specified in **Your** certificate schedule)

Please read this Policy carefully to familiarise yourself with the terms and conditions, as well as the

- Legal and tax advice helpline
- Landlords' Legal Services website
- Claim procedures

If **You** are unsure about anything in this document please contact **Us**

What happens if the Insurer cannot meet its liabilities?

The **Insurer** is covered by the Financial Services Compensation Scheme ("FSCS"). **You** may be entitled to compensation from the scheme in the unlikely event that the **Insurer** cannot meet its liabilities. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS

REGISTER TODAY AT:

www.arag.co.uk/docs

and enter the voucher code **EC426C378CB8**

- access the law guide
- download legal documents to help **You** as a landlord or property owner.

HELP WHEN YOU NEED IT:

- Legal Advice available 24/7 on tenancy-related legal matters within UK law
- UK tax advice available between 9.00am and 5.00pm weekdays (except bank holidays)
Phone
0344 571 7975
- **You** can report a claim between 9.00am and 5.00pm weekdays (except bank holidays)
0117 917 1698 OR
www.arag.co.uk/newclaims

ARAG plc Registered in England number 02585818.

ARAG plc is authorised and regulated by the Financial Conduct Authority, registration number 452369 and this can be checked by visiting the FCA website at www.fca.gov.uk/register or by contacting the FCA on 0845 606 1234.

ARAG plc and HDI Global Specialty SE are covered by the Financial Ombudsman Service.

www.arag.co.uk

What is Landlords Legal Expenses?

Landlords Legal Expenses is a product that provides legal services and insurance. It will cover the legal costs if **Your** Company, including any subsidiary and/or associated company, is involved in certain legal disputes relating to the letting of residential property. The **Policy** is administered by ARAG plc, and underwritten by HDI Global Specialty SE.

Landlords Legal Expenses also provides access to a 24 hour, 365 day legal helpline, and a document service for the downloading of legal documents that will help **You** as a landlord or property owner.

HEPLINES

Legal & Tax Advice

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **Our** advisors consider that **Your** helpline usage is becoming excessive, they will tell **You**. If following that warning usage is not reduced to a more reasonable level, **We** can refuse to accept further calls.

If **You** have a legal or tax problem relating to **Your Property**, **We** recommend **You** call **Our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days a year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers tenancy-related legal matters and tax matters within the UK. **Your** query will be dealt with by a qualified specialist who is experienced in handling legal or tax-related matters. Use of this service does not constitute reporting of a claim.

You can get advice by telephoning 0344 571 7975.

Section 8 and Section 21 notices

We can arrange for Section 8 and Section 21 notices to be issued for a competitive fee. This service is available between 9am and 5pm on weekdays (except bank holidays).

You can access this service advice by telephoning 0344 571 7975.

SETTLING CLAIMS

How to make a claim

If **You** need to make a claim **You** must notify **Us** as soon as possible and, if **Your** claim concerns rent arrears, within 30 days of the rent first becoming overdue. When legally required, **You** must have first correctly issued the necessary notices informing **Your** tenant of **Your** intention to repossess the **Property**.

1. Under no circumstances should **You** instruct **Your** own lawyer as the **Insurer** will not pay any costs incurred without **Our** agreement.
2. **You** can download a claim form at www.arag.co.uk/newclaims or **You** can request one by telephoning **Us** on 0117 917 1698 between 9am and 5pm Monday to Friday (except bank holidays).
3. **Your** completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself. **We** will send **You** a written acknowledgment by the end of the next working day after the claim is received.
4. Within five working days of receiving all the information needed to assess the availability of cover under the policy, **We** will write to **You** either:
 - a. confirming cover under the terms of **Your** policy and advising **You** of the next steps to progress **Your** claim; or
 - b. if the claim is not covered, explaining in full the reason why and advising whether **We** can assist in another way.
5. When a lawyer is appointed they will try to resolve **Your** dispute without delay. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

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ARAG plc and HDI Global Specialty SE are covered by the Financial Ombudsman Service.

www.ARAG.co.uk

YOUR POLICY COVER

This **Policy** is evidence of the contract between **You** and the **Insurer**. It is based on the information given to **Us** by or for **You** when **You** applied for this insurance. The **Policy** and any endorsement that may attach to this **Policy** shall be read together as one document.

WHAT IS INSURED

Following an Insured event the **Insurer** will pay **Your Legal Costs & Expenses** up to £50,000 for all claims related by time or originating cause subject to all of the following requirements being met:

1. **You** have paid the insurance premium.
2. **You** keep to the terms of this policy and cooperate fully with **Us**.
3. **Your** claim
 - a. always has **Reasonable Prospects of Success** and
 - b. is reported to **Us**
 - i) during the **Period of Insurance** and
 - ii) as soon as **You** first become aware of circumstances which could give rise to a claim and
 - iii) within 30 days of rent first becoming overdue if **Your** claim concerns rent arrears.
4. Unless there is a conflict of interest, **You** agree to use the **Appointed Advisor** chosen by **Us** in any claim
 - a. falling under the jurisdiction of the **Small Claims Court** and/or
 - b. prior to the issue of proceedings.
5. Any dispute will be dealt with by a court.

A claim is considered to be reported to **Us** when **We** have received **Your** fully completed claim form and all supporting documentation.

INSURED EVENTS COVERED

1 - REPOSSESSION

Cover to pursue **Your** legal rights to repossess **Your Property** that **You** have let under a **Tenancy Agreement** provided **You**:

- a) have demanded rent in writing from **Your** tenant as soon as it is overdue and can provide evidence of this
- b) have given the tenant the correct notices for the repossession of **Your Property**
- c) are seeking a right of possession where the court **MUST** find that the named ground of possession applies.

(Visit **Our** Landlords' Legal Services website to download notices demanding payment of late rent, and Sections 8 and 21 notices with covering letters.)

where **You** have a licence agreement for **Your Property** **You** will be seeking to invoke the termination clause or

(Visit **Our** Landlords' Legal Services website to download a licence agreement to let a room to a lodger.)

where **You** have a legal right to repossess property that has been let in accordance with the Private Tenancies (Northern Ireland) Order 2006.

What is not insured

Any claim where **You** are seeking a right of possession where the court **MAY** find that the named ground of possession applies.

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2 - PROPERTY DAMAGE, NUISANCE AND TRESSPASS

- a) An event which causes visible damage to **Your Property** and/or anything owned by **You** at **Your Property**, provided that in respect of a claim against **Your** tenant for damage **You** have prepared, prior to the granting of the tenancy, a detailed inventory of the contents and condition of the **Property** which the tenant has signed.
- b) A public or private nuisance or a trespass relating to **Your Property**.

Any claim arising from or relating to:

1. damage to **Your Property** that arises from or relates to a contractual agreement other than a **Tenancy Agreement**
2. trespass by **Your** tenant or ex-tenant
3. the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **Your Property** by any government, local or public authority.

3 - RECOVERY OF RENT ARREARS

Pursuit of **Your** legal right to recover rent due under a **Tenancy Agreement** for **Your Property**.

(Visit **Our** Landlords' Legal Services website to download initial letters to tenants regarding rent arrears).

4 - ACCOMMODATION & STORAGE COSTS

- a) **Your** accommodation costs while **You** are unable to get possession of **Your Property** and/or
- b) costs incurred for storage of **Your** personal possessions while **You** are unable to reoccupy **Your Property**;
provided that
 - a) possession is sought because **You** wish to live at **Your Property**; and
 - b) **You** book and pay for accommodation and storage with **Our** consent and seek reimbursement of the agreed costs from **Us**.

What is not insured under Insured Event 4

Any claim arising from or relating to:

1. accommodation costs exceeding £175 per day and in excess of £5,250 in total.
2. storage costs exceeding £50 for each complete week and in excess of £300.

5 - PROSECUTION DEFENCE

A prosecution against **You** that arises from **You** letting out **Your Property**.

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WHAT IS NOT INSURED

You are not covered for any claim arising from or relating to:

1. **Legal Costs & Expenses** incurred without **Our** consent
2. any actual or alleged act, omission or dispute happening before, or existing at the start of the policy, and which **You** knew or ought reasonably to have known could give rise to a claim
3. any claim occurring during the first 90 days of the first **Period of Insurance** where the **Tenancy Agreement** started before the start of this policy (except where **You** had equivalent cover in force immediately prior to the start of this policy)
4. any civil action brought against **You** by **Your** tenant
5. an allegation or prosecution against **You** involving:
 - a) assault, violence, indecent or obscene materials, dishonesty, malicious falsehood, defamation, the manufacture dealing in or use of alcohol, illegal drugs, illegal immigration
 - b) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
6. registering, assessing or reviewing rent, rent control, leasehold valuation or the jurisdiction of the First-tier Tribunal (Property Chamber)
7. a **Property** which is or should have been registered as a House of Multiple Occupation
8. a judicial review
9. a dispute with **Us** or the **Insurer** not dealt with under condition 6., a managing agent or the party who sold **You** this policy
10.
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
 - e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **Insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon **You**.

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CONDITIONS WHICH APPLY TO THIS SECTION

Where the **Insurer's** risk under this policy has increased due to **Your** failure to keep to these conditions the **Insurer** can cancel **Your** policy, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to claim back **Legal Costs & Expenses** from **You** if this happens.

1. Your responsibilities

You must:

- a) tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in **Your** favour
- b) cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **Legal Costs & Expenses** and, where recovered, pay them to the **Insurer**
- d) keep **Legal Costs & Expenses** as low as possible
- e) allow the **Insurer** at any time to take over and conduct in **Your** name, any claim.

2. Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2.b) below **You** can choose an **Appointed Advisor**.
In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.
- b) If:
 - i) **We** agree to start proceedings or proceedings are issued against **You**, or
 - ii) there is a conflict of interest

You may choose a qualified **Appointed Advisor** except where **Your** claim is to be dealt with by the **Small Claims Court** where **We** shall choose the **Appointed Advisor**.

- c) Where **You** wish to exercise the right to choose, **You** must write to **Us** with **Your** preferred representative's contact details. Where **You** choose to use **Your** preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them including rates which may be less than the rates available from other firms.)

- d) If **You** dismiss the **Appointed Advisor** without good reason, or withdraw from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for **You**, cover will end immediately.

3. Our consent

You must agree to **Us** having sight of the **Appointed Advisor's** file relating to **Your** claim. **You** are considered to have provided consent to **Us** or **Our** appointed agent to have sight of **Your** file for auditing and quality and cost control purposes.

4. Settlement

- a) The **Insurer** can settle the claim by paying the reasonable value of your claim.
- b) **You** must not negotiate, settle the claim or agree to pay **Legal Costs & Expenses** without **Our** written agreement.
- c) If **You** refuse to settle the claim following advice to do so from the **Appointed Advisor** the **Insurer** reserves the right to refuse to pay further **Legal Costs & Expenses**.

5. Barrister's opinion

We may require **You** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports **You**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which shall be binding on **You** and **Us**. This does not affect **Your** right under Condition 6. below.

6. Arbitration

If any dispute between **You** and **Us** arises from this policy, **You** can make a complaint to **Us** as described on page 38 of this policy and **We** will try to resolve the matter. If **We** are unable to satisfy **Your** concerns and the matter can be dealt with by the Financial Ombudsman Service

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You can ask them to arbitrate over the complaint. If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred.

If **We** and **You** fail to agree on a suitable person to arbitrate the matter **We** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

7. Other insurance

The **Insurer** will not pay more than their fair share (rateable proportion) for any claim also covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

8. Fraudulent claims and claims tainted by dishonesty

- a) If **You** make any claim which is fraudulent or false, the policy shall become void and all benefit under it will be lost.
- b) At all times **You** shall be entirely truthful and open in any evidence, disclosure or statement **You** give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that **You** have breached this condition and that the breach has:
 - i) affected **Our** assessment of **Reasonable Prospects of Success**, and/or
 - ii) prejudiced in any part the outcome of **Your** claim the **Insurer** shall have no liability for **Legal Costs & Expenses**.

9. Cancellation

- a) **You** may cancel the policy within 14 days of the date of issue of this policy with a full refund of **Your** premium paid unless **You** have notified a claim which has been or is subsequently accepted under this policy in which case no return of premium shall be allowed.
- b) **You** may cancel this policy at any time by giving at least 21 days' written notice to **Us**. The **Insurer** will refund part of the premium for the remaining **Period of Insurance** unless **You** have notified a claim which has been or is subsequently accepted under this policy in which case no return of premium shall be allowed.

- c) Where there is a valid reason for doing so, the **Insurer** has the right to cancel the policy at any time by giving **You** at least 21 days' written notice. The **Insurer** will refund the premium for the remaining **Period of Insurance**. **We** will set out the reason for cancellation in writing.

Valid reasons may include but are not limited to:

- i) where **You** fail to cooperate with or provide information to **Us** or the **Appointed Advisor** in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend the **Insurer's** interests,
- ii) where **You** use threatening or abusive behaviour or language, or intimidate or bully **Our** staff or suppliers,
- iii) where **We** reasonably suspect fraud.

The **Insurer** also reserves the right to withdraw from any claim in the circumstances noted in 9 c).

10. Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction

All legal instruments and rules referred to within the policy shall include equivalent legislation in Scotland and Northern Ireland and any subsequent amendment or replacement legislation.

This policy will be governed by English law.

11. Data Protection Act

It is agreed by **You** that any information provided to **Us** and/or the **Insurer** regarding **You** will be processed by **Us** and/or the **Insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. For our mutual protection and **Our** training purposes, telephone calls may be recorded.

12. Contracts (Rights of Third Parties) Act 1999

Except for any person or business appointed as **Your** agent to manage the letting of **Your Property** a person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

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MEANING OF WORDS & TERMS

Certain words and terms contained in this **Policy** have been defined as they have the same meaning wherever they appear

Appointed advisor

The solicitor or other advisor appointed by **Us** to act on **Your** behalf.

Insurer

HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

Legal costs & expenses

1. Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.
2. In civil claims, other side's costs, fees and disbursements where **You** have been ordered to pay them or pay them with **Our** agreement.
3. **Your** basic wages or salary from **Your** work as an employee while attending court at the request of the appointed advisor where **Your** employer does not pay **You** for time lost and payment is not recoverable from another party.
The maximum the insurer will pay is £100 per day and £1,000 in total.
4. Accommodation and/or storage costs for Insured event 4.

Property

The residential property shown in **Your** certificate schedule to which this policy attaches and which is located in England, Wales, Scotland or Northern Ireland.

Reasonable prospects of success

1. Other than as set out in 2. and 3. below, a greater than 50% chance of successfully pursuing **Your** claim against another person. If **You** are seeking damages or compensation, there must also be a greater than 50% chance of enforcing any judgment that might be obtained.
2. In criminal prosecution claims where **You**:
 - a) plead guilty, a greater than 50% chance of reducing any sentence or fine or
 - b) plead not guilty, a greater than 50% chance of that plea being accepted by the court.

In all claims involving an appeal, a greater than 50% chance of **You** being successful.

Where it has been determined that **Reasonable Prospects of Success** do not exist, **You** shall be liable to pay any legal costs incurred should **You** pursue or defend **Your** claim irrespective of the outcome.

Small claims court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014; a court in Northern Ireland where the sum in dispute is less than £3,000.

Tenancy agreement

An agreement to let **Your Property**:

1. under an assured shorthold tenancy; or
2. under an assured tenancy;
as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010; or
3. under a Scottish private residential tenancy as defined by the Private Housing (Tenancies) (Scotland) Act 2016; or
4. under a short assured tenancy or assured tenancy as defined by the Housing (Scotland) Act; or
5. in accordance with the Private Tenancies (Northern Ireland) Order 2006; or
6. to a limited company or business partnership for residential purposes by its employees; or
7. where **You** live at **Your Property** and have one or two written licence agreement(s) which contain(s) a termination clause.

We/us/our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**, HDI Global Specialty SE.

You/your

The person(s) named in the certificate schedule and/or any person or business appointed as their agent to manage the letting of the named person's **Property** to the extent that any such agent has acted on behalf of the person named in the certificate schedule.

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COMPLAINTS' PROCEDURE

(Applying Just To Section Six - Landlords Legal Expenses)

Step 1

We are committed to providing a first class service at all times. However, if a complaint arises, then this should be addressed to our Customer Relations Department who will arrange to have it reviewed at the appropriate level.

We can be reached in the following ways:

Address: ARAG plc, 9 Whiteladies Road,
Clifton, Bristol BS8 1NN

Telephone: 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For **our** mutual protection and training purposes, calls may be recorded).

Email: customerrelations@arag.co.uk

Step 2

If we are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS). They can be contacted at:

Address: Financial Ombudsman Service,
Exchange Tower, London, E14 9SR.

Telephone: 0800 0234 567 or 0300 123 9123

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

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

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TERRORISM INSURANCE POLICY (INCLUDING SABOTAGE INSURANCE)

This section is only included if Terrorism cover is shown as "Insured" in your Policy Schedule.

The **Insurers** for the terrorism insurance are Lancashire Insurance Company (UK) Ltd.

This is **Your** Terrorism Insurance Policy Wording which set out **Your** insurance protection in detail.

The Policy Booklet must be read together with the Policy Schedule and Statement of Facts as one document.

It is an important document so **You** should keep it somewhere safe – **You** will need it if You need to make a claim.

Please read it carefully to make sure that it meets **Your** requirements and that the details on the Policy Schedule and Statement of Facts are correct. **Your** premium has been based upon the information shown in the Policy Schedule and recorded in **Your** Statement of Facts.

If after reading **Your** Policy Booklet **You** have any questions, any details are incorrect or the Policy does not provide the cover **You** need then **You** should contact **Your** broker immediately.

1 Policy Introduction

Your Policy is a contract between **The Insurers**, Lancashire Insurance Company (UK) Ltd ('Us'), and **You**, the Policyholder. The Statement of Fact and declaration which **You** have accepted will be the basis of the contract.

In return for **You** having paid or agreed to pay the premium, **We** will indemnify **You** by payment or, at our option, by reinstatement or repair, in respect of loss, destruction, **Damage**, accident or injury occurring or other insured contingency arising during the Period of Insurance, subject to the terms conditions and exclusions contained in the Policy or endorsed on The Schedule.

1.1 Important Notice – Fair Presentation of Risk

Your duty of disclosure (Changes **You** must tell **Us** about)

This Policy is a legal contract and should be kept in a safe place. **You** have a duty to make a fair presentation of the risk which is covered by this Policy, Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any Statement of Fact is accurate and complete.

You must also tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since the Policy started or since the last renewal date.

If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your** Policy may not be valid or the Policy may not cover **You** fully or at all.

Please tell **Your** insurance advisor to immediately let **Us** know if there are any changes to the information set out in the Statement of Facts or on **Your** Schedule. **You** must also tell **Your** insurance advisor to let **Us** know immediately about the following changes for example:

- Any change or addition to the contents of the property to be insured that results in the need to increase the amount insured or the limits that are shown on **Your** Policy Schedule;
- Any changes to the Business description or activities undertaken;
- Any change of address;
- If the Business ceases to trade.

If **You** are not sure whether certain facts are relevant please ask **Your** insurance advisor. If **You** do not tell **Us** about relevant changes, **Your** Policy may not be valid or the Policy may not cover **You** fully or at all.

You should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance advisor.

1.2 Choice of Law

The appropriate law as set out below will apply unless **You** and **Us** agree otherwise:

- (i) The law applying to that part of the United Kingdom, Channel Islands or the Isle of Man in which **You** normally live or (if applicable) the first named Policyholder lives; or
- (ii) In the case of a business, the law applying to that part of the United Kingdom, Channel Islands or the Isle of Man where it has its principal place of business; or
- (iii) Should neither of the above be applicable, the law of England and Wales will apply.

TERRORISM INSURANCE POLICY (INCLUDING SABOTAGE INSURANCE)

1.3 How to Make a Claim

If **You** need to make a claim, please contact **Us** straightaway by calling the telephone number:- +44 (0) 344 856 2326 and have **Your** Policy Number to hand when calling. **Your** Policy Number appears on **Your** Policy Schedule.

Alternatively please contact us straightaway by sending an e-mail to newclaims.lancashire@davies-group.com. Please quote **Your** Policy Number when making a claim via e-mail.

A claim form will be sent out by e-mail, fax or post within 24-hours.

The claim form is required to be completed and returned along with supporting documentation within five days of it being received unless otherwise agreed with **Us** or Tristar Underwriting Limited.

2 Insuring Clause

Subject to the exclusions, limits and conditions hereinafter contained, this Insurance insures property as stated in the Schedule attaching and forming part of this Policy (hereinafter referred to as the "Schedule") against physical loss or physical **Damage** occurring during the period of this Policy caused by:

2.1 **Damage** to Property Insured by an **Act of Terrorism**;

2.2 Loss resulting from **Damage** to any building or other property used by the Insured at the Premises for the purpose of the Business by an **Act of Terrorism**,

as more fully described and defined herein occurring during the period of this Policy as stated in the Schedule attaching to and forming part hereof, (hereinafter referred to as the "Schedule").

The Insurers will pay to the Insured as indemnity:

- (a) in respect of **Damage** under 2.1 above the value of the property at the time of its loss or destruction or the amount of the **Damage** or at the Insurers' option reinstate or replace such property or any part of it;
- (b) in respect of 2.2 above the amount of the loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises consequent upon loss or destruction of or **Damage** to property used by, or for the benefit of, the **Insured** at the Premises,

provided that the liability of the **Insurers** under this Policy shall not exceed in the whole the Overall Limit of Liability or in respect of any item its sum insured or any other relevant Limit of Liability or sub-limit stated in the Schedule.

This Policy incorporates the Schedule and Endorsements, which shall be read together as one contract. Words and expressions to which specific meaning is given in any part of this Policy shall have the same meaning wherever they appear.

TERRORISM INSURANCE POLICY (INCLUDING SABOTAGE INSURANCE)

3 Definitions

- (a) **You** or **Your** shall mean The Insured
- (b) **Us, We** or the **Insurers** shall mean Lancashire Insurance Company (UK) Ltd
- (c) The word "**Damage**" shall mean direct physical loss or destruction of or physical **Damage**
- (d) The words "**Consequential Loss**" shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of **Damage** caused by an **Act of Terrorism**, to property used by the **Insured** at the Premises for the purposes of the Business.
- (e) The words "**Act of Terrorism**" shall mean an act or series of acts, involving the use of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public, in fear.

An "**Act of Terrorism**" shall include an act of **Sabotage**.

- (f) The word "**Sabotage**" shall mean a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
- (g) The words "**Associated Policy**" shall mean the policy issued by the Insurers as set forth in the Schedule.
- (h) The word "**Occurrence**" shall mean any one loss and/or series of losses occasioned by, happening through, arising out of and in consequence of any one **Act of Terrorism** for the same purpose or cause. The duration and extent of any one **Occurrence** shall be limited to all losses sustained by the Insured during any period of 72 consecutive hours. However no such period of 72 consecutive hours may extend beyond the expiration of this Policy unless **Damage** first occurs prior to expiration. No period of 72 consecutive hours shall commence prior to the attachment of this Policy.

4 Application of Associated Policy Provisions

This Policy is subject to the same warranties, terms and conditions, definitions, clauses, extensions and exclusions as the **Associated Policy**, except as regards:

- (a) the premium;
- (b) the Overall Limit and sub limits of Liability;
- (c) the Excess subject to the Amount stated in the Schedule;
- (d) any renewal or long term agreement;
- (e) and as otherwise provided herein;

all as are contained in **Associated Policy** prior to the happening of an **Occurrence** for which a claim is made hereunder.

For the avoidance of any doubt, where there is conflict between this Policy and the **Associated Policy**, the terms and conditions of this Policy shall prevail.

TERRORISM INSURANCE POLICY (INCLUDING SABOTAGE INSURANCE)

5 Extensions –Consequential Loss

This Policy is extended to include:

(a) **Denial of Access including civil or military order.**

- (i) Loss resulting from interruption of or interference with the Business in consequence of **Damage** caused by an **Act of Terrorism** to property within one (1) mile radius of the Premises, such **Damage** to which shall prevent the use of the Premises or access thereto whether the Premises or Property Insured shall be damaged or not.
- (ii) Loss resulting from interruption of or interference with the Business in consequence of closure, confiscation, requisition or sealing off of the Premises or any right of way by order or action of civil or military authority as a result of an **Act of Terrorism** which prevents the use of the Premises by the Insured.

The Maximum Indemnity Period under this extension is: 90 days subject to the Sub-limit and Excess shown in the Schedule.

(b) **Utilities**

Loss resulting from interruption of or interference with the Business caused by **Damage** by an **Act of Terrorism**, to installations and/or equipment, pipes, lines, wires and the like used for the supply of gas, electricity, water, effluent, telecommunications or internet provision services which results in failure of supply or services at the terminal ends of the service feeders or receivers or meters at the Premises. Loss arising from transmission distribution or feeder lines however, will be limited to **Damage** to such lines located within one (1) mile of the Insured's Premises.

The Maximum Indemnity Period under this extension is: 90 days subject to the Sub-limit and Excess shown in the Schedule.

6 Conditions

All as per the **Associated Policy** except as herein expressly varied.

(a) **Automatic Reinstatement**

Any clause included in the **Associated Policy** relating to the automatic reinstatement of sums insured or limits of liability does not apply to this Policy.

(b) **Other Insurance**

This Policy shall be excess of any other insurance available to the Insured covering a loss covered hereunder except such other insurance which is written specifically as excess insurance over this Policy. When this Policy is written specifically in excess of other insurance covering the peril insured hereunder, this Policy shall not apply until such time as the amount of the underlying insurance, (whether collectible or not), has been exhausted by loss and **Damage** covered by this Policy in excess of the deductible with respect to each and every covered loss.

(c) **Reasonable precautions**

The **Insured** shall take all reasonable steps and precautions to prevent loss, destruction or **Damage**.

(d) **Associated Policy**

The **Associated Policy** shall be maintained in full force and effect for the full duration of the Policy Period or shall be so deemed.

TERRORISM INSURANCE POLICY (INCLUDING SABOTAGE INSURANCE)

(e) Claims conditions

(i) Notification

In the event of any **Occurrence** likely to give rise to a claim hereunder, the Insured shall as soon as reasonably practicable notify the **Insurers** and/or the Broker, named for that purpose in the Schedule.

(ii) In the event of **Damage** caused by an **Act of Terrorism**, the Insured must deliver to the Insurers such relevant information and evidence as may reasonably be required including:

(i) full information in writing of the property lost, destroyed or damaged and the amount of the **Damage**;

(ii) details of any other insurances on any property hereby insured;

(iii) all such proofs and information relating to the claim including time, place and cause of loss;

(iv) if required by the **Insurers**, a statutory declaration of the truth of the claim and of any matters connected to it; which shall be submitted as soon as reasonably practical but in all cases this must be within 60 days of the **Occurrence**.

(iii) In the event of a claim being made under **Business Interruption** as included under this Policy, the **Insured** must deliver to the **Insurers**:

(i) not later than 30 days after the expiry of the Indemnity Period or within such further time as the **Insurers** may allow, particulars of his claim together with details of all other insurances covering property used by the Insured at the Premises for the purpose of the Business or any part of it or any resulting **Business Interruption**.

(ii) deliver to the **Insurers** such books of account and other business books, vouchers, invoices, balance sheets, and other documents, proofs, information, explanation and other evidence as may reasonably be required by the Insurers for the purpose of investigating the claim together with, if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.

(iv) The **Insured** must co-operate fully in the investigation or adjustment of any claim.

(f) Proof of Loss

In any claim and/or action, suit or proceeding to enforce a claim for loss under this Policy, the burden of proving that the loss is recoverable under this Policy and that no limitation or exclusion of this Policy applies and the quantum of loss shall fall upon the Insured.

(i) Subrogation

Any release from liability entered into in writing by the **Insured** prior to loss hereunder shall not affect this Policy or the right of the **Insured** to recover hereunder. The right of subrogation against any of the **Insured's** subsidiary or affiliated companies or any other companies associated with the Insured through ownership or management is waived;

In the event of any payment under this Policy, the **Insurers** shall be subrogated to the extent of such payment to all the **Insured's** right of recovery therefor. The **Insured** shall execute all papers required, shall cooperate with the Insurers and, upon the **Insurers'** request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. The **Insurers** will act in concert with all other interests concerned (including the Insured) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, such amount shall be distributed in the following priorities:

(i) Any interest, (including the **Insured's**), exclusive of any deductible or self insured retention, suffering a loss of the type covered by this Policy and in excess of the coverage under this Policy shall be reimbursed up to the amount of such loss (excluding the amount of the deductible);

(ii) Out of the balance remaining, the **Insurers** shall be reimbursed to the extent of payment under this Policy;

(iii) The remaining balance, if any, shall inure to the benefit of the **Insured**, or any insurer providing insurance primary to this Policy, with respect to the amount of such primary insurance, deductible, self insured retention, and/or loss of a type not covered by this Policy.

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The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned, including that of the **Insured**, in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are instituted solely on the initiative of the **Insurers**, the expense thereof shall be borne by the **Insurers**.

(ii) **Payments on Account**

Payments on account will be made to the **Insured** if the **Insured** wishes, subject to any necessary adjustment at the termination of such period.

(g) **Fraud and Misrepresentation**

This Policy shall be voidable in the event of fraud or if any fraudulent means or devices are used by the **Insured** or anyone acting on their behalf to obtain benefit under this Policy, or in the event of deliberate misrepresentation, misdescription or non-disclosure of any material particular relevant to the risk insured or any claim hereunder.

The **Insurers'** rights, in the event of non fraudulent non-disclosure or innocent or negligent misrepresentation or misdescription of material particulars relevant to the risk insured or any claim hereunder by the **Insured** are limited to the right to charge an increased premium which could reasonably have been demanded had such non-disclosure, misrepresentation or misdescription not occurred.

(h) **Abandonment**

There shall be no abandonment to the **Insurers** of any property.

(i) **Inspection and Audit**

The **Insurers** or their agents shall be permitted but not obligated to inspect the **Insured's** property at any time.

Neither the **Insurers'** right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **Insured** or others, to determine or warrant that such property is safe.

The **Insurers** may examine and audit the **Insured's** books and records at any time up to two years after the final termination of this Policy, as far as they relate to the subject matter of this Insurance.

(j) **Arbitration**

Any dispute which may arise under, out of or in connection with or relating to this Policy or the determination of the amount of loss hereunder shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules in accordance with its rules at the date of such submission. The number of arbitrators shall be three. The seat of the Arbitration shall be London and the language used in the arbitral proceedings shall be English.

The parties shall be jointly and severally liable to the Arbitral Tribunal and the LCIA for the arbitration costs (other than the legal or other costs incurred by the parties themselves).

(k) **Cancellation**

This Policy shall be non-cancellable by the **Insurers** or the **Insured** except in the event of non-payment of premium where the **Insurers** may cancel the Policy at their discretion. In the event of non-payment of premium this Policy may be cancelled by or on behalf of the **Insurers** by delivery to the **Insured** or by mailing to the **Insured** or the Broker by registered, certified, or other first class mail, at the **Insured's** address as shown in this Policy, written notice stating when, not less than fifteen (15) days thereafter, the cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

TERRORISM INSURANCE POLICY (INCLUDING SABOTAGE INSURANCE)

(l) **Data Protection Information**

We collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

In certain circumstances, **We** may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where **We** need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector, for example insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

You have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice, please contact **Us**, or the agent or broker that arranged **Your** insurance who will provide **You** with **Our** contact details.

(m) **Index Linking – included within current ‘Lancashire Insurance Company (UK) Limited’ Wording Renewal.**

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices. **We** may select alternative measures if any of these indices are unavailable

- (i) any building and tenants’ improvements item. The General Building Cost index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors
- (ii) other items. The Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department.

(n) **Claims – included within current ‘Lancashire Insurance Company (UK) Limited’ Wording**

These adjustments will continue during the

- (i) Period of Insurance
- (ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

TERRORISM INSURANCE POLICY (INCLUDING SABOTAGE INSURANCE)

7 Exclusions

Other than in respect of cover expressly provided herein, in addition to the exclusions of the **Associated Policy**, this policy does not cover:

- (a) **Damage** or **Consequential Loss** arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however caused.
- (b) **Damage** or **Consequential Loss** occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, military or usurped power or martial law.

For the avoidance of doubt, the fact that an **Act of Terrorism** is committed by an agent of the sovereign or government entity operating covertly and not in connection with any operation of armed forces or where the **Act of Terrorism** is funded by a sovereign or government entity, will not of itself give rise to the application of this war exclusion.

- (c) **Damage** or **Consequential Loss** caused by or consisting of confiscation, requisition, detention, seizure, legal or illegal occupation, embargo, quarantine acts of contraband or illegal transportation or illegal trade or any result of any order of public or government authority which deprives the Insured of the use or value of the property.
- (d) (i) (1) **Damage** or **Consequential Loss** caused by chemical or biological release or exposure of any kind;
(2) **Damage** or **Consequential Loss** directly or indirectly arising from or in consequence of the seepage and/or discharge of pollutants or contaminants including but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment unless otherwise specifically insured herein,
(ii) but this shall not exclude **Damage** to Property Insured or **Consequential Loss** resulting therefrom caused by seepage and/or pollution and/or contamination (including that involving chemical and/or biological and/or mineral agent) which itself results from Damage caused by an Act of Terrorism.

Provided that:

- (i) such **Damage** is derived from pollutants and/or contaminants owned by, or in the care, custody or control of the Insured, and
 - (ii) such pollutants and/or contaminants are insured by this Policy; and
 - (iii) such **Damage** shall be subject to the sub-limit stated in the Schedule
- (e) **Damage** or **Consequential Loss** caused by attacks by electronic means including computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.

This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

- (f) **Damage** or **Consequential Loss** caused by malicious **Damage**, strikes, riots or civil commotion unless **Damage** is caused directly by an **Act of Terrorism**.
- (g) Loss or increased cost as a result of threat or hoax.
- (h) **Damage** or **Consequential Loss** caused by cessation, fluctuation or variation in or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service unless otherwise specifically insured herein.
- (i) **Consequential Loss** other than expressly provided under Insuring Clause 2.2 of this policy
- (j) Loss of use, delay or loss of markets, loss of income, depreciation, or reduction in functionality

How to make a complaint

Tristar Underwriting Limited are committed to delivering the highest standards of customer care. **We** are always interested in **Your** feedback and **You** can contact **Us** on the following telephone number or via email:

Tel: +44 (0) 208 663 3366

Email: complaints@tristarunderwriting.com

Our commitment to You

- **We** will make sure all the information we give **You** will be clear, fair and not misleading.
- **We** will always try to be fair and reasonable whenever **You** need the protection of this policy.
- **We** will also act promptly to provide that protection.

If things go wrong

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

- To acknowledge any formal complaint in 5 working days or less.
- To have the issues reviewed fairly by a person of appropriate seniority and authority.
- To identify the person managing **Your** complaint in our original letter of response.
- To respond fully to **Your** concern or complaint within a maximum of 4 weeks. If for any reason this is not possible, **We** will write to **You** promptly to explain why **We** have been unable to finalise the matter quickly. **We** will also let **You** know when **We** will contact **You** again.

If **You** are still not satisfied with the way in which **Your** complaint has been dealt with **You** can contact:

Financial Ombudsman Service

If **You** are still unhappy following receipt of our final response if the Insurer subscribes to the service, **You** may be able to also refer the dispute to the Financial Ombudsman Service who will review Your case on an independent basis.

Their address is:

The Financial Ombudsman Service
Exchange Tower, London E14 9SR

Tel No: 0800 0234 567

(free for people phoning from a "fixed line", for example, a landline at home)

Tel No: 0300 1239 123

(free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

E-mail: complaint.info@financial-ombudsman.org.uk

If **You** take any of the action mentioned above, it will not affect **Your** statutory right to take legal action.

Authorisation

Lancashire Insurance Company (UK) Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our FCA Firm Reference Number is 450965.

You can check this on the FCA's register by visiting the website www.register.fca.org.uk or by contacting the FCA on 0800 111 6768 or 0300 500 8082.

The Tristar family of products



Tristar Bespoke

- *Select*

- *Property Owner Occupied*

- *Property Owner Unoccupied*



Tristar Commercial



Tristar Residential



Tristar Leisure



Tristar Retailers' Premier Package



Tristar Liability



Tristar Terrorism

Tristar Underwriting Limited
6 Chancery Lane, Beckenham
Kent BR3 6NR

Registered in England number 06687940
Authorised and regulated by the Financial Conduct
Authority Firm Reference Number 496746

Lloyd's coverholder (lloyds.com/Coverholders)

Registered Office:
6 Chancery Lane, Beckenham
Kent BR3 6NR

Trading platform: tristarunderwriting.com

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