

Residential Let Insurance Policy

Residential Let Property Insurance Policy

Welcome to your Residential Let Property Insurance Policy

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Introduction

Please take time to read your policy documents in full to make sure you understand the cover provided.

In return for the payment of your premium we will provide the insurance cover detailed in your policy schedule and this policy document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the period of insurance.

Your policy is valid for the period of insurance as shown on your policy schedule.

Please refer to the policy documents provided to you when the policy was purchased or amended, for details of the type and level of cover your policy provides.

Insured Values

It is up to you to make sure the amounts you are insured for represent the full value of your buildings and landlords contents.

If you do underinsure, payment made following a claim will be adjusted to reflect the percentage of underinsurance. You can increase your sums insured at any time by contacting your broker.

Changes in Your Circumstances

You must take reasonable care to provide accurate and complete answers to all the questions you are asked when you take out, make changes to, or renew this policy.

You must notify your administrator as soon as possible if any of the information in your policy documents is incorrect or if you wish to make a change to your policy.

If you do not provide accurate and complete answers to the questions you are asked, or you fail to notify your administrator of any incorrect information or changes you wish to make, your policy may not operate in the event of a claim, we may charge you an additional premium, we may not pay any claim in full or your policy could be invalid.

Changes that may affect your cover

You must tell your administrator as soon as possible about any changes to the information you provided when you purchased or renewed this policy, for example:

- If you or any other policyholder are declared bankrupt or are convicted of any criminal offence;
- If the type of tenant living in property changes;
- If you decide to carry out renovations, structural alterations or extensions;
- If the property becomes unoccupied for more than 60 days

- If the way **you** use the property changes (for example **you** will be using the **property** for business use or it becomes **your** permanent residence);
- If the cost of rebuilding **your property** or replacing **your landlords' contents** changes

This is not an exhaustive list and any changes you tell your administrator about may affect your cover or result in a change to **your** premium. If **you** are unsure whether a change may affect **your** cover, please contact your administrator.

Details about the regulator and Insurers

Cover under this Policy may be provided by a selection of insurance companies, each of whom are detailed below:

Sections 1 – Buildings, 2 – Landlord's Contents and 3 – Landlord's Legal Liability:

This insurance administered by One Commercial Ltd and is arranged by UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

One Commercial Ltd and UK General Ltd are authorised and regulated by the Financial Conduct Authority. **You** can check **Our** details on the Financial Services Register <https://register.fca.org.uk/>

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. You can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk/>.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

Section 4 – Residential Legal Expenses:

This insurance is arranged by One Commercial Limited, administered by Arc Legal Assistance Ltd and underwritten by Royal & Sun Alliance Insurance Ltd.

One Commercial Ltd, Arc Legal Assistance Ltd and Royal & Sun Alliance Insurance Ltd are authorised and regulated by the Financial Conduct Authority. **You** can check **Our** details on the Financial Services Register <https://register.fca.org.uk/>

Governing Law

This policy is governed by English law.

Definitions

The following definitions have the same meaning wherever they appear in **your policy or schedule** and are highlighted in bold.

Accidental Damage

Sudden and unexpected damage occurring at a specific time and caused by external means.

Building(s)

Used wholly or partially as private dwelling(s) and including domestic outbuildings, garages, domestic fixed fuel oil tanks, drives, patios and terraces, walls, gates and fences, swimming pools, tennis courts and including fixtures and fittings owned by **you** or for which **you** are legally responsible, all being situated at the address(es) in the **United Kingdom**.

Endorsement(s)

A specific term, condition or variation to the **policy**.

Excess(es)

The first amount of any claim for which **you** are responsible.

Flood/Floded/Flooding

An overflow of a large amount of water beyond its normal limits, especially over what is normally dry land

Insurers / We / Us / Our

- a) In respect of section 1 to 3, means UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited.
- b) In respect of section 4, means One Commercial Ltd on behalf of Arc Legal Assistance Ltd and Royal & Sun Alliance Insurance Ltd.

Landlords' Contents

Household furniture, furnishings, utensils, domestic appliances and aerals for which **you** are responsible, as detailed in the Landlords' property inventory forming part of the **tenancy agreement** and contained within the **buildings**, but excluding **valuables**, wearing apparel and pedal cycles.

Period of Insurance

Period stated in **your schedule** for which **we** agree to accept, provided full premium has been paid to **us**.

Policy

The **policy** incorporates this booklet, covers, terms, conditions and **endorsements** of **your** insurance contract with **us**.

Property

The **buildings** at the address stipulated in **your schedule**.

Schedule

The document which provides specific details of the insurance cover in force.

Sum Insured

The amount as specified in **your schedule** and being the most **we** will pay in the event of any claim on this **policy**.

Tenant(s)

A person occupying **your property** by virtue of a **tenancy agreement**.

Tenancy Agreement

1. A **tenancy agreement** in writing made between **you** and the **tenant** which is an assured shorthold **tenancy agreement** within the meaning of the housing acts 1988 and 1996 or a short-assured tenancy or a private residential tenancy as defined in the Housing (Scotland) act 1988. In Northern Ireland the agreement between **you** and the **tenant** to let the **property** must not be a protected tenancy or a statutory tenancy within the meaning of the rent (NI) order 1978 nor a protected shorthold tenancy within the meaning of housing (NI) order 1983 or a **tenancy agreement** in which the **tenant** is a limited company or a **tenancy agreement** or lease of a commercial premises or
2. Any other residential tenancy agreed and approved by the insurer.

Uninsurable Risks

Wear and tear; depreciation; fungus; rot; **vermin** or insect damage; mechanical or electrical fault; process of cleaning; repairing; restoration; renovating; any gradually operating cause or process.

United Kingdom

Great Britain, Isle of Man and Northern Ireland.

Unoccupied

The **property** is deemed as unoccupied when it is not lived in by a **tenant**. Unoccupancy is deemed to start from the date the last **tenant** vacated the **property**, which may pre-date the inception of this cover.

Valuables

Articles of precious metals, jewellery, watches, stamps, medals, money, photographic equipment, furs, curios, works of art, home computer equipment and any other electrical gaming consoles.

Vermin

Various small animals or insects, such as brown or black rats, house or field mice, wasps or hornets, that are destructive, annoying or injurious to health.

You/ Your/ Yours

The person(s) as specified in the **schedule** or in the event of their death, their legally appointed representative.

Section 1 - Buildings

We cover **your buildings** against loss or damage caused by the following insured perils:

1. Fire, smoke, explosion, lightning, or earthquake

Excluding

- a) Loss or damage caused by smog, industrial or agricultural output.

2. Storm or flood

Excluding

- a) Loss or damage caused by frost
- b) Loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts
- c) Loss or damage caused by rising water table levels.

3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes

Excluding

- a) Loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- b) Loss or damage to the apparatus and/or pipes from which water and/or oil has escaped
- c) Loss or damage caused by gradual emission
- d) The **excess** for escape of water specified in your **schedule**.

4. Theft or attempted theft caused by violent and forcible entry or exit

Excluding

- a) Loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- b) Loss or damage caused by deception, unless deception is used solely to gain entry to **your property**.

5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.

6. Riot, civil commotion, labour and political disturbances.

7. Malicious damage or vandalism

Excluding

- a) Loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- b) Malicious damage or vandalism by any **tenant** or person lawfully on the **property**.

8. Subsidence, landslip or heave of the site upon which the buildings stand

Excluding

- a) Loss or damage caused by erosion of any coast or riverbank
- b) Loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main **building** is damaged at the same time
- c) Loss or damage caused by structural repairs, alterations, demolitions or extensions
- d) Loss or damage arising from faulty or defective workmanship, designs or materials

- e) Normal settlement, shrinkage or expansion
- f) The **excess** for subsidence specified in the **schedule**.
- g) Loss or damage that originated prior to the inception of this **policy**
- h) Loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause
- i) Loss or damage to **buildings** caused by the action of chemicals, or by the reaction of chemicals with any material which forms part of the **buildings**.

9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts

Excluding

- a) Loss or damage caused by maintenance to trees
- b) Loss or damage to gates and fences
- c) Loss or damage to aerials, dishes and masts.

10. Accidental damage to fixed glass, sanitary fixtures and ceramic hobs forming part of the property

Excluding

- a) Loss or damage whilst the **buildings** are **unoccupied**, for 60 days or more
- b) Loss or damage caused by chipping, denting or scratching
- c) Loss or damage to ceramic hobs in free-standing cookers.

11. Accidental damage to underground pipes, cables and services for which you are responsible

Excluding

- a) Loss or damage due to wear and tear or gradual deterioration
- b) Loss or damage caused by faulty materials, design, workmanship or as a consequence of any alterations, renovations or repairs.

12. Loss of rent and/or cost of alternative accommodation incurred by you as a result of the buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 1 of this policy

Excluding

- a) Any amount in excess of 20% of the **sum insured** on the **buildings**
- b) Losses incurred in any period exceeding 12 months from the date that the **property** became uninhabitable, unless stated otherwise in the **schedule**.
- c) Loss where a valid claim has not been accepted by the **insurers** under Section 1 of this **policy**

13. Increased metered water charges incurred by you, which result from the escape of water, for which a successful claim has been made under Section 1, Peril 3 of this policy

Excluding

- a) Any amount in excess of £750 in any **period of insurance**.

14. Expenses incurred by you as a result of the removal of debris, compliance with Government or Local Authority requirements, architect and surveyor fees incurred in the reinstatement of the building, following loss or damage caused by any of the perils listed in Section 1 of your policy

Excluding

- a) Any fees charged in the preparation of a claim.

15. Expenses incurred by you in locating the source and subsequent making good of damage, following loss or damage for which a successful claim has been made under Section 1, Peril 3 or Peril 11 of this policy

Excluding

- a) Any amount in excess of £5,000
- b) Loss or damage to the apparatus from which water or oil has escaped.

ADDITIONAL COVER – ONLY APPLICABLE IF SHOWN AS BEING COVERED ON THE SCHEDULE

16. Accidental Damage to the buildings in addition to the perils listed in paragraphs 1 to 11 of this section

Excluding

- a) Loss or damage caused by **uninsurable risks**
- b) Loss or damage caused by **vermin**; fungus; insects or domestic pets
- c) Loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- d) The cost of normal maintenance
- e) Loss or damage caused by wet or dry rot; faulty workmanship or design
- f) Loss or damage as a result of any building alterations, renovations or repairs
- g) Loss or damage if previously specifically excluded from cover.

17. Malicious Damage caused by the Tenants to the Buildings in addition to the perils listed in paragraphs 1 to 11 of this section

Excluding

- a) Loss or damage caused by **uninsurable risks**
- b) Loss or damage caused by **vermin**; fungus; insects or domestic pets.
- c) Loss or damage whilst the **buildings** are **unoccupied** for 60 days or more. An **excess** of £250 applies if the **property** is **unoccupied** for 30 days or more.
- d) Cost of normal maintenance.
- e) Loss or damage caused by wet or dry rot; faulty workmanship or design.
- f) Loss or damage as a result of any building alterations, renovations or repairs.
- g) Loss or damage if previously specifically excluded from cover.
- h) Any amount recoverable from the **tenant** up to the total amount of the initial deposit (proof of the deposit paid by the **tenant** must be submitted in the event of a claim).
- i) Any loss or damage which is insured by a **policy** issued to the **tenant**.

CONDITIONS THAT APPLY TO SECTION 1 – BUILDINGS

Index-linking Clause

If **you** have provided **your administrator** with the **sum insured** in:

- a) Section 1, these may be adjusted each month in accordance with the House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors,
- b) Section 2, these may be adjusted each month in accordance with the consumer durables section of the Retail Price Index, or another appropriate index.

No additional premium will be charged for each monthly increase.

At each renewal **you** will be requested to provide or confirm the **sum insured** which will be used as the basis to calculate the premium required. The **sum insured** will be shown on the renewal **policy schedule**

Basis of Claims Settlement

In the event of loss or damage to the **buildings**, **we** will pay the full cost of reinstatement, as long as the **buildings** are maintained in a good state of repair and they are insured for the full cost of reinstatement. If the **buildings** have not been maintained in a good state of repair, **we** will make a deduction for wear and tear or gradual deterioration.

In respect of any claim made under this **policy**, **our** liability will:

1. Not exceed the proportion that the sum(s) insured bears to the full cost of reconstruction of the **property**, as stated in the **schedule**.
2. Not exceed the **sum insured** for the **property**, as stated in the **schedule**.

It is your responsibility to ensure that, at all times the buildings sum insured reflects the total cost of reinstatement and associated fees.

We will not pay for the cost of replacing or repairing any undamaged part(s) of the **building** which forms part of a pair, set, suite or part of a common design.

We will not reduce the **sum insured** under this section following a claim, provided that **you** agree to carry out any recommendations which **we** make to prevent further loss or damage.

Section 2 – Landlord's Contents

We will cover **landlord's contents** against loss or damage caused by the following insured perils:

1. Fire, smoke, explosion, lightning, or earthquake

Excluding

- a) Loss or damage caused by smog, industrial or agricultural.

2. Storm or flood

Excluding

- a) **Landlords contents** in the open
- b) Loss or damage caused by frost

- c) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts
- d) Loss or damage caused by rising water table levels.

3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes

Excluding

- a) Loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- b) Loss or damage to the apparatus and/or pipes from which water and/or oil has escaped
- c) Loss or damage caused by gradual emission
- d) The **excess** for escape of water specified in the **schedule**.

4. Theft or attempted theft caused by violent and forcible entry or exit

Excluding

- a) Theft or attempted theft by any **tenant** or person lawfully on the **property**
- b) Loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- c) Any amount in excess of £500 in respect of **landlord's contents** contained within detached domestic outbuildings and garages
- d) Loss of any item whilst in the open.

5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.

6. Riot, civil commotion, labour and political disturbances.

7. Malicious damage or vandalism

Excluding

- a) Loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- b) Malicious damage or vandalism by any **tenant** or person lawfully on the **property**.

8. Subsidence, landslip or heave of the site upon which the Buildings stand

Excluding

- a) Loss or damage caused by erosion of any coast or riverbank
- b) Loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main **building** is damaged at the same time
- c) Loss or damage caused by structural repairs, alterations, demolitions or extensions
- d) Loss or damage arising from faulty or defective workmanship, designs or materials
- e) Normal settlement, shrinkage or expansion
- f) The **excess** for subsidence as specified in the **schedule**
- g) Loss or damage that originated prior to the commencement of this insurance
- h) Loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause
- i) Loss or damage to **landlord's contents** caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the **buildings**.

9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts

Excluding

- a) Loss or damage caused by maintenance to trees
- b) Loss or damage to aerials, dishes and masts.

10. Costs of alternative accommodation incurred by you, as a result of the buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 2 of this policy

Excluding

- a) Any amount in excess of 20% of the **sum insured** on the **landlord's contents**.
- b) Losses incurred in any period exceeding 12 months from the date that the **property** became uninhabitable, unless stated otherwise in the **schedule**.
- c) Loss where a valid claim has not been accepted by the **insurers** under Section 2 of this **policy**.

11. Legal liability to the public, subject to a limit of indemnity of £2,000,000 (unless stated otherwise on the schedule) in respect of all sums for which you are legally liable, as the owner of the landlord's contents, to pay as compensation for accidental death or injury to any person, or loss or damage to third party property, including defence costs and expenses incurred with our prior consent

Excluding

- a) Bodily injury or death to any person who is engaged in **your** service, or is a member of **your** family or household
- b) Any claim arising directly or indirectly from the transmission of any communicable disease
- c) Damage to **property** under **your** custody or control
- d) Any claim arising out of any profession, occupation or business, other than through private letting of the **property**
- e) Any claim arising out of the ownership, possession or operation of:
 - i) Any mechanically propelled vehicle (other than a private garden vehicle) operated within **your property**
 - ii) Any power operated lift
 - iii) Any aircraft or watercraft
 - iv) A caravan, whilst being towed
 - v) Any dogs designated as dangerous under the Dangerous Dogs Act 1991
- f) Any claim arising out of pollution or contamination
- g) Any claim where **you** are entitled to indemnity under any other insurance
- h) Any cost or expense not agreed by **us** in writing.

ADDITIONAL COVER – ONLY APPLICABLE IF SHOWN AS BEING COVERED ON THE SCHEDULE

12. Accidental Damage cover to landlord's contents contained within the property in addition to those perils as listed in paragraphs 1 to 9 of this section

Excluding

- a) Loss or damage if previously specifically excluded from cover
- b) Loss or damage caused by normal wear and tear
- c) Loss or damage caused by **vermin**, insects, fungus or atmospheric or climatic conditions
- d) Loss or damage caused by cleaning or making repairs or alterations

- e) Loss or damage caused by pets
- f) Loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- g) Loss or damage as a result of mechanical or electrical breakdown.

CONDITIONS THAT APPLY TO SECTION 2 – LANDLORD’S CONTENTS

Index-linking Clause

The **sums insured** in Section 2 may be adjusted each month in accordance with the Consumer Durable section of the General Index of Retail Prices, or its equivalent.

No additional premium will be charged for each monthly increase, but at each renewal the premium will be calculated on the revised sums insured, which will show on the renewal **schedule**.

Basis of Claims Settlement

In the event of loss or damage to **your landlord’s contents**, **we** will replace the damaged **landlord’s contents** as new, provided that the **sum insured** is at least equal to the cost of replacing all the **landlord’s contents**. At **our** option, **we** may either pay the cost of replacing the lost or damaged item as new or pay the cost of repairing the item.

In respect of any claim made under this **policy**, **our** liability will:

1. Not exceed the proportion that the sum(s) insured bears to the full cost of replacement of **your landlord’s contents**, as stated in the **schedule**.
2. Not exceed the **sum insured** for **your landlord’s contents**, as stated in the **schedule**.

It is your responsibility to ensure that, at all times the landlord’s contents sum insured reflects the total cost of replacement as new.

We will not pay for the cost of replacing or repairing any undamaged item(s) of the **landlord’s contents** of **your property** which forms part of a pair, set, suite or part of a common design.

We will not reduce the **sum insured** under this section following a claim, provided that **you** agree to carry out any recommendations which **we** make to prevent further loss or damage.

Section 3 – Landlord’s Legal Liability

1. **Legal liability to the public, subject to a limit of indemnity of £2,000,000 (unless stated otherwise on the schedule) in respect of all sums for which you are legally liable to pay as compensation for accidental death or injury to any person, or loss or damage to third party property, arising directly as a consequence of your ownership of the property, including defence costs and expenses incurred with our prior consent**

Excluding

- a) Bodily injury or death to any person who is engaged in **your** service, or is a member of **your** family or household
- b) Any claim arising directly or indirectly out of the transmission of any communicable disease
- c) Damage to **property** under **your** custody or control
- d) Any claim arising out of any profession, occupation or business, other than through private letting of the **property**
- e) Any claim arising out of the ownership, possession or operation of:
 - i) any mechanically propelled vehicle (other than a private garden vehicle) operated within **your property**
 - ii) any power operated lift
 - iii) any aircraft or watercraft
 - iv) a caravan, whilst being towed
 - v) any dogs designated as dangerous under the Dangerous Dogs Act 1991
- f) Any claim arising out of ownership or use of any land or **building** not situated within the **buildings**, as specified in the **schedule**
- g) Any claim arising out of pollution or contamination
- h) Any claim, if **you** are entitled to indemnity under any other insurance
- i) Any cost or expense not agreed by **us** in writing.

This **policy** includes **your** landlord’s legal liability under Section 3 of the Defective Premises Act 1972, or Article 5 of the Defective Premises (Northern Ireland) Order 1975, for injury to a third party, or loss or damage to third party property arising from a defect in **your property**, including defence costs that **we** have agreed in writing to pay.

Section 4 - Residential Legal Expenses

(Only operative if specified as covered in the *Schedule*)

In addition to the cover provided by this section **You** also have access on an unrestricted basis to a taxation advice helpline which operates between the hours of 09.00 – 17.00 Monday to Friday excluding Bank Holidays and an emergency assistance helpline service which operates 24 hours a day, 365 days a year.

Landlord Legal Helpline

01384 887580

Tax Advice Helpline Service

01384 885744

This Helpline Service is only in respect of taxation issues and cannot assist with any other insurance matter.

Commercial Emergency Service

01384 884109

This Service is in respect of Emergency Assistance only and cannot assist with any other matter. **Any services utilised via this facility are the responsibility of, and must be paid for by, You.**

This Section is written on a 'Claims Made' basis. It only covers claims notified to **Us** within 90 days of any circumstance which may give rise to any claim. **You** must have obtained and be able to produce a satisfactory **Tenant** Reference on each **Tenant** prior to granting a tenancy. Failure to do so could lead **Us** to decline that claim.

This is a Section where **You** must notify **Us** during the **Period of Insurance** and within 90 days of any circumstances which may give rise to any claim under this Section.

If **You** can convince **Us** that there are sensible prospects of being successful in **Your** claim and that it is reasonable for **Professional Fees** to be paid **We** will:-

- (a) take over the claim on **Your** behalf.
- (b) appoint a specialist of **Our** choice to act on **Your** behalf.

We may limit the **Professional Fees** that **We** will pay under the Section where:

- (a) **We** consider it is unlikely a reasonable settlement of **Your** claim will be obtained, or
- (b) the potential settlement amount of **Your** claim is disproportionate compared with the time and expense incurred in pursuing or defending **Your** claim, or

(c) there are insufficient prospects of obtaining recovery of any sums claimed.

Where it may cost **Us** more to handle a claim than the amount in dispute **We** may at **Our** option pay to **You** the amount in dispute which will then constitute the end of the claim under this Section.

- If **Legal Proceedings** have been agreed by **Us**, **You** may at this stage decide to nominate and use **Your** own solicitor or indeed, **You** may wish to continue to use **Our** own specialists. If **You** decide to nominate **Your** own solicitor **We** must agree this in advance and **You** will be responsible for any **Professional Fees** in excess of those which **Our** own specialists would normally charge **Us** (details are available upon request).
- At conclusion of **Your** claim if **You** are awarded any costs (not **Your** damages), these must be paid to **Us**.

Please note that if **You** engage the services of anyone prior to making contact with the Helpline or Notification Service and incur any costs without **Our** prior written approval these costs will not be covered by this insurance

Definitions

The words or expressions detailed below have the following meaning wherever they appear in this Section

Aspect Enquiry

An enquiry where the Inspector of Taxes enquires into one or more aspects of the self-assessment tax return which may involve clarification of particular entries to detailed consideration of whether those entries have been treated correctly for tax purposes. It may involve a check on the records upon which the particular entries were based.

Authorised Professional

A solicitor, counsel, claims handler or mediator, or other appropriately qualified person appointed and approved by **Us** under the terms and conditions of this Section to represent **Your** or an **Insured Person's** interests.

Comprehensive Enquiry

An extensive examination which considers all aspects of the self-assessment tax return. It will involve a comprehensive review by the Inspector of Taxes of all books and records underlying the entries made on the return.

Event

The initial event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for indemnity against **Us**.

In-Depth Investigations

A fundamental review of the accounts and the underlying records as signalled by the issue of the relevant departmental notification or as otherwise stated in writing.

Insured Person

The **Policyholder** who rents the **Property** to the **Tenant** and is named in the **Tenancy Agreement**.

Legal Proceedings

When formal Legal Proceedings are issued against an opponent in a Court of Law.

National Insurance Contributions (NIC) Dispute

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted in accordance with Social Security regulations.

Sum Insured

The sums specified in the **Schedule** being the maximum **We** will pay including Insured **Events** related by time or cause.

Pay As You Earn (PAYE) Dispute

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted in accordance with PAYE regulations.

Professional Fees

Legal fees and costs reasonably and properly incurred by the **Authorised Professional**, with **Our** prior written authority including costs incurred by another party for which **You** are made liable by Court Order, or may pay with **Our** consent in pursuit of a civil claim in the **Territorial Limits** arising from an Insured **Event**. Professional Fees will include VAT where it cannot be recovered.

Rent

The monthly amount payable by the **Tenant** to the **Insured Person** as set out in the **Tenancy Agreement** and shown in the **Schedule**.

Rent Arrears

Money owed to **You** by an accepted **Tenant** under a **Tenancy Agreement** (less the Deposit or the balance of the Deposit following sight of accounted receipts relating to dilapidations caused to the **Property** by the **Tenant**).

Standard Professional Fees

The level of **Professional Fees** that would normally be incurred by **Us** in using a nominated **Authorised Professional** of **Our** choice.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Time of Occurrence

Civil Cases - when the **Event** occurred or commenced whichever is the earlier.

Value Added Tax (VAT) Dispute

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted.

The Cover

We will pay **You**, and where requested by **You**, any other **Insured Person** up to the **Sum Insured** subject to the terms, conditions and exclusions of this Section, against **Professional Fees** arising from an Insured **Event** within the **Territorial Limits** where **You** notify **Us** during the **Period of Insurance** and within 90 days of the **Time of Occurrence** of the **Event**.

1. Breach of Tenancy Agreement

A breach by the **Tenant** of any of his obligations under the **Tenancy Agreement**.

We will not pay any claim where the **Tenant** has behaved anti-socially.

2. Pursuit of Rent Arrears

The pursuit of **Rent Arrears** which commenced during the **Period of Insurance**.

We will not pay for **Professional Fees** incurred in connection with:

- (a) interest on **Rent** or service charges payable by the **Tenant**.
- (b) any **Rent** payable after **You** shall have recovered full and vacant possession.
- (c) where the amount in dispute is less than £250 including VAT.

We will not pay any claim where the amount in dispute is less than £1000.

3. Eviction

The eviction of anyone in the **Property** without **Your** permission.

4. Legal Defence

The defence of civil or criminal proceedings in respect of any act or omission or alleged act or omission by **You** arising out of **Your** ownership or management of the **Property**.

5. Property Damage

The pursuit of **Your** legal rights as a consequence of physical damage being caused to **Your Property** by another party.

6. Hotel Expenses & Storage Costs

The payment of:

- (a) hotel costs up to £150 per day for a maximum of 30 days
- (b) storage costs up to £10 per day for a maximum of 28 days where these are necessary as a consequence of **You** being unable to gain vacant possession of **Your Property** at the time of the termination of the **Tenancy Agreement** and it was **Your** intention to move into the **Property**.

7. Tax, VAT, PAYE and NIC Investigations

Professional Fees incurred to represent and negotiate on **Your** behalf with HM Revenue & Customs in respect of a:

- Comprehensive Enquiry** or **Aspect Enquiry**
- In-Depth Investigation** arising out of **Your** tax affairs
- VAT Dispute**
- PAYE Dispute**
- NIC Dispute**

As a result of a written enquiry received from HM Revenue & Customs issued in accordance with the relevant Act of Parliament.

Provided that in relation to an **Aspect Enquiry**, cover is limited to a maximum of £2,000 and an excess of £200 applies.

Cover extends to investigations instigated by HM Revenue & Customs into the personal tax affairs of a **Director**.

Section Exclusions

(also refer to the General Policy Exclusions)

The following Exclusions apply to this Section

This Section does not cover: -

1. **Professional Fees** incurred:
 - (a) in respect of any **Event** where the cause of action commenced prior to the commencement of the insurance.
 - (b) where the **Insured Person** should reasonably have realised when purchasing this insurance that a claim under this insurance might occur.
 - (c) before **Our** written acceptance of a claim.
 - (d) before **Our** approval or beyond those for which **We** have given **Our** approval.
 - (e) where **You** fail to give proper instructions in due time to **Us** or to the **Authorised Professional**.
 - (f) where **You** are responsible for anything which in **Our** reasonable opinion prejudices **Your** case.

- (g) if **You** withdraw instructions from the **Authorised Professional** or withdraw from the **Legal Proceedings** or the **Authorised Professional** refuses to continue to act for **You**.
- (h) where **You** decide that **You** no longer wish to pursue **Your** claim as a result of disinclination. All costs incurred up until this stage will become **Your** responsibility.
- (i) in respect of the amount in excess of **Our Standard Professional Fees** where **You** have elected to use an **Authorised Professional** of **Your** own choice.
2. the pursuit, continued pursuit or defence of any claim if **We** consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
 3. damages, fines, compensation or other penalties **You** are ordered to pay by a Court tribunal or arbitrator.
 4. claims arising from an **Event** arising from **Your** deliberate act, omission or misrepresentation.
 6. claims which are conducted by **You** in a manner different from the advice or proper instructions of **Us** or those of the **Authorised Professional**.
 7. a dispute with **Us** not dealt with under the Arbitration Condition.
 8. appeals unless **You** notify **Us** in writing of **Your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **We** consider the appeal to have a reasonable chance of success.
 9. **Legal Proceedings** outside the United Kingdom and proceedings in constitutional international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.
 10. any **Professional Fees** incurred arising out of **Rent** registration or reviews, purchasing the freehold of the **Property, Rent** tribunals, land tribunals or rate tribunals unless defending action brought against **You** by the **Tenant**.
 11. any **Professional Fees** relating to **Your** alleged dishonesty, criminal act, or violent behaviour.
 12. an **Event** which **You** notify to **Us** more than 30 days after it occurred or ought to reasonably have come to **Your** knowledge.
 13. dilapidation claims which fall to be determined by way of the Small Claims Procedure in the County Court with respect to **Property** situated in England, Wales or Northern Ireland or in Scotland the Small Claims Procedure in the Sheriff Court or damage or loss of fixtures and

fittings, furniture or equipment not referred to in an existing inventory signed by the **Tenant** prior to or at the commencement of the **Tenancy Agreement**.

14. an application for judicial review.
15. the **Tenancy Agreement** having been granted without first obtaining the requisite consent or licence.
16. payment or non payment of service charges.
17. subsidence, mining, actual or proposed works by public or local authority.
18. disputes between the **Insured Person** and their mortgage lender.
19. disputes where the **Tenant** is not aged 18 years or over.
20. any **Professional Fees** incurred in defending or pursuing new areas of law or test cases.
21. any direct or indirect liability, loss or damage caused:
 - (i) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
 - (ii) by computer viruses.This does not apply to legal proceedings connected with claiming compensation following **Your** death or bodily injury.
22. any claim or expense of any kind caused directly or indirectly by:
 - (i) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
 - (ii) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;

Section Conditions

(also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Acts of Parliament

Any reference to an Act of Parliament within this Section shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland and under European Law where applied in the United Kingdom.

2. Arbitration

If there is a dispute between **You** and **Us**, which is not solved by the Section, either side may refer it to the Arbitration of an independent arbitrator who will be either a solicitor or barrister, to be agreed by the two sides. If no agreement can be reached the Law Society shall name an arbitrator. The arbitrator's decision will be final and binding on both sides. The Arbitration will be governed by the rules set out in the Arbitration Acts then in force.

3. Claims

You must tell **Us** in writing within 90 days about any matter which could result in a claim being made under this Section, and must obtain in writing **Our** consent to incur **Professional Fees**.

We will give such consent if **You** can satisfy **Us** that there are sufficient Prospects of Success in pursuing or defending **Your** claim and that it is reasonable for **Professional Fees** to be paid and **You** have paid the Excess.

We may require **You** at **Your** expense to obtain the opinion of an expert or counsel on the merits of a claim or **Legal Proceedings**. If **We** subsequently agree to accept the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **We** decide that:

- (a) **Your** Prospects of Success are insufficient
- (b) it would be better for **You** to take a different course of action
- (c) **We** cannot agree to the claim

We will write to **You** giving **Our** reasons and **We** will not then be bound to pay any further **Professional Fees** for this claim.

We may limit any **Professional Fees** that **We** will pay under the Section in the pursuit, continued pursuit or defence of any claim:

- (a) if **We** consider it is unlikely a reasonable settlement will be obtained; or
- (b) where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
- (c) where there are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively **We** may at **Our** option pay to **You** the amount in dispute which shall be deemed to represent full and final settlement under this Section.

In the event that **You** make a claim under this Section which **You** subsequently discontinue due to **Your** own disinclination to proceed, any legal costs incurred to date will become **Your** own responsibility and will be required to be repaid to the **Insurer**.

4. Conduct of Claim

- (a) **You** shall at all times co-operate with **Us** and give to **Us** and the **Authorised Professional** evidence, documents and information of all material developments and shall attend upon the **Authorised Professional** when so requested at **Your** own expense.
- (b) **We** shall have direct access at all times to and shall be entitled to obtain from the **Authorised Professional** any information, form, report, copy of documents, advice

computation, account or correspondence relating to the matter whether or not privileged, and **You** shall give any instructions to the **Authorised Professional** which may be required for this purpose. **You** or **Your Authorised Professional** shall notify **Us** immediately in writing of any offer or payment into Court made with a view to settlement.

- (c) **We** will not be bound by any promise or undertaking given by **You** to the **Authorised Professional** or by either of **You** to any court, witness, expert or agent or other person without **Our** agreement.

6. Helpline Service

The Legal Helpline Service provides advice on any problem affecting the **Policyholder**. All potential claims must be reported initially to the appropriate Claims Helpline Service for advice and support. Legal Claims Notification & Advice Helpline Service: 01384 887585

We will not accept responsibility if the Helpline Services fail for reasons beyond **Our** control.

7. Law

This Section shall be governed by and construed in accordance with the Law of England and Wales unless the **Policyholder's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

8. Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

9. Observance

Our liability to make any payment under this Section will be conditional on **You** complying with the terms and conditions of this insurance.

10. Reasonable Care

You must not breach any of the conditions of the **Tenancy Agreement(s)** or Legal Charge affecting the **Property**.

You must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by **Us**. This includes ensuring that it is reasonable to grant a **Tenancy Agreement** to the **Tenant**.

You must act promptly to gain vacant possession of the **Property** and recover **Rent Arrears**.

11. Rent Arrears

- (a) If **Rent** is overdue **You** must contact the **Tenant** within 7 days to establish the reason for the default.
- (b) If the **Rent** is not paid within a further 7 days the **Tenant** must be contacted again. If the **Tenant** cannot be contacted, and it is lawful to do so, **You** must serve notice of a requirement to undertake an inspection and visit the **Property** in accordance with **Your** obligations within the **Tenancy Agreement**. **You** should contact the Claims Helpline Service if **You** are unsure that such an inspection is lawful.

12. Representation

We will take over and conduct in **Your** name the prosecution, pursuit, defence or settlement of any claim. The **Authorised Professional** nominated and appointed by **Us** will act on **Your** behalf and **You** must accept **Our** nomination.

If **Legal Proceedings** have been agreed by **Us**, **You** may nominate **Your** own **Authorised Professional** whose name and address **You** must submit to **Us**. In selecting **Your Authorised Professional** **You** shall have regard to the common law duty to minimise the cost for **Your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Section Conditions.

When **You** have elected to use **Your** own nominated **Authorised Professional** **You** will be responsible for any **Professional Fees** in excess of **Our Standard Professional Fees**.

General Conditions – APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

Duty of Care

(This Condition is not applicable to Section 4 – Residential Legal Expenses.)

You must take actions to prevent loss or damage to **your property** and ensure that **your property** is maintained in a good state of repair. All protections installed for the protection of the **building** must be regularly maintained and be in use when the **building** is left unattended, or when any occupants have retired for the night

Subrogation

If a third party is believed to be responsible for any claim, we may take over, defend or settle the claim, or take up any claim in your name for our own benefit. This is known as exercising our right of subrogation. You must give us all the help and information we reasonably require for the purpose of exercising this right. You will take no action or make any agreements that may weaken or remove our rights under this clause without our prior written permission. We will pay any costs or expenses involved in exercising our right of subrogation.

Unoccupancy

If the **buildings** as specified in the **schedule** will be left **unoccupied** or **tenants** will be away from the **property** for 14 days or more during the period 1st November to 31st March, **you** must immediately ensure that one of the following precautions is put in place:

- a) The gas and water system is turned off and drained at the mains;

Or

- b) Any heating system in place must be set to maintain a continuous minimum temperature of 14 degrees Celsius.

Failure to comply with this condition may affect **your** ability to make a claim.

Contracts (Rights of Third Parties Act)

No person, company or entity who is not party to this **policy** shall have any rights to enforce any terms or conditions of this **policy**. This shall not affect the right or remedy of the third party that exists or is available apart from this act.

Other Insurance

If there is any other insurance policy covering the same loss, damage or liability we will not pay more than our rateable share.

Fraudulent / False Claims

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;

- sending **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **you** caused deliberately or
- Acting dishonestly or exaggerating a claim

We;

- a) are not liable to pay the claim: and
- b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- c) may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid.

This information may also be shared with the police and other insurers for fraud prevention purposes.

General Exclusions – APPLICABLE TO ALL SECTIONS OF THIS POLICY

This Policy does not cover the following:

a) Radioactivity

Loss or damage from any direct or indirect consequence of:

- Irradiation, or contamination by nuclear material; or
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

b) War and Civil Risks

Loss or damage from any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

c) Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation

d) Deliberate Act

(This Exclusion does not apply to Section 4 – Residential Legal Expenses)

Loss or damage caused intentionally by **you**, or anyone working on **your** behalf.

e) Existing Damage

Loss or damage occurring prior to the commencement of **your** insurance cover.

f) Sonic Pressure

Loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.

g) Wear and Tear

Loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.

h) Electronic Data Exclusion

Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature

i) Motor Vehicles

Loss or damage caused to any motor vehicles (other than a private garden vehicle), caravans, trailers or watercraft and/or their accessories.

j) Domestic Pets

Loss or damage caused by domestic pets, insects or **vermin**.

k) Pollution

Loss including any loss of value, damage, injury or liability occasioned by, happening through or in consequence of the pollution or contamination of any land where such pollution or contamination occurred outside a **period of cover** provided by this policy or was a deliberate act or was expected and not the result of a sudden unforeseen incident.

l) Faulty workmanship, Design or Materials

Loss or damage or legal liability directly or indirectly arising from faulty workmanship, faulty design or using faulty materials.

m) Infectious or Contagious Disease

Notwithstanding any other provision herein, **Your** Insurance Policy does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly from:

- (a) Infectious or contagious disease;
- (b) any fear or threat of (a) above; or
- (c) any action taken to minimise or prevent the impact of (a) above

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Cancelling Your Policy

You have the right to cancel this policy within 14 days of the date **you** purchased the policy or when **you** received the policy documents, if this is later. **You** do not need to provide a reason for cancellation, and **we** will provide a full refund of any premium paid, unless **you** have made a claim or there has been an incident likely to result in a claim.

If **you** wish to cancel the policy after 14 days, **we** will provide a refund, less a proportionate charge for any cover already provided, unless a claim has been made or there has been an incident likely to result in a claim.

Where a claim has occurred or there has been an incident likely to result in a claim no refund of premium will be provided. If **you** pay for **your** policy by monthly instalments **you** must pay the remainder of **your** monthly instalments or pay the remainder of the annual premium in full.

We may at any time cancel any insurance policy by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- a) non-payment of premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with policy terms and conditions.
- e) a change in your circumstances means that we can no longer provide cover
- f) where we identify your involvement in, or association with, insurance fraud or financial crime
- g) where you have misrepresented or provided false information to the questions asked you when purchased, renewed or amended your policy

If we cancel your policy, we will provide a refund of your premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on pages 25 and 26.

Renewal of Your Policy

We reserve the right not to invite the renewal of your policy. In this event we will notify you in writing to let you know.

Policy Limits

All sections of the policy have limits to the amount that we will pay under that section. Sometimes there are limits within the section for specific items. Full details are contained within this policy document and on your policy schedule.

Policy Excess

You will have to pay any excess shown on your policy schedule. We will only deduct one excess for each claim. If we have asked a supplier to deal with all or part of your claim, we may ask them to collect the excess from you.

How Do I Make A Claim Under My Insurance Policy?

CLAIMS UNDER SECTION 1 & 2 – BUILDINGS & CONTENTS

Davies Group

Telephone Number: 0343 227 7289

E-mail address: newclaims.ukgeneral@davies-group.com

Address: Two Smithfield, Leonard Coates Way, Stoke-On Trent, ST1 4FD

CLAIMS UNDER SECTION 3 – LIABILITY

Kennedys

Telephone Number: 0113 531 4496

Email address: ukg@kennedyslaw.com

Address: Kennedys Claims Handling, 6 Queen Street, Leeds, LS1 2TW

UK General Ltd is an insurers' agent and in the matters of a claim act on behalf of Watford Insurance Company Europe Limited.

CLAIMS UNDER SECTION 3 – RESIDENTIAL LEGAL EXPENSES

Arc Legal Assistance Ltd

Telephone Number for Tax Advice Claims Notification Service: 0138 437 7000

Telephone Number for Legal Claims Notification Service: 0138 488 7580

Address: PO Box 89221, Colchester, CO4 5NE

Claims Procedures – APPLICABLE TO ALL SECTIONS OF THIS POLICY

If **you** do need to make a claim under this **policy**, **you** must do the following:

- a) Provide **us** with full details of **your** claim as soon as possible after the event and always within 30 days (or 90 days for Legal Expenses claims).
- b) Immediately notify the Police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain the Crime Reference Number.
- c) Take all steps necessary to reduce further loss, damage or injury.
- d) Provide **us** with all information and evidence, including written estimates and proof of ownership and value that **we** may request.
- e) Do not under any circumstances effect full repairs without **our** prior consent.
- f) Under no circumstances admit, negotiate or settle any claim without **our** permission in writing.

On receipt of a notification of a claim, **we** may do the following:

- a) Enter any **building** following loss or damage.
- b) Negotiate, defend or settle any claim made against **you**.
- c) Prosecute in **your** name for **our** benefit, any other person in respect of any claim **we** may have to pay.

- d) Appoint a loss adjuster to handle the claim on **our** behalf.
- e) Arrange to repair the damage to the **building** and handle any salvage appropriately.

Complaints Procedure

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

SALE OF THE POLICY

Please contact the broker who arranged the insurance on **your** behalf.

CLAIMS

SECTION 1 & 2 BUILDINGS & CONTENTS

Davies Group
Two Smithfield
Leonard Coates Way
Stoke-on-Trent
ST1 4FD

Tel: 0333 400 2193
Email: crt@davies-group.com

In all correspondence please state that your insurance is underwritten by UK General Insurance Limited Insurance and quote your unique policy number from your policy schedule

SECTION 3 – LIABILITY

Kennedys Claims Handling,
6 Queen Street,
Leeds,
LS1 2TW

Tel: 0113 531 4496
Email: ukg@kennedyslaw.com

In all correspondence please state that your insurance is underwritten by UK General Insurance Limited Insurance and quote your unique policy number from your policy schedule.

SECTION 4 – RESIDENTIAL LEGAL EXPENSES

Arc Legal Assistance Limited
PO Box 8921
Colchester
CO4 5NE

Tel: 0120 661 5000
Email: customerservice@arclegal.co.uk

Following our complaints procedure does not affect your legal rights as a consumer. For further information you can contact the Citizens Advice Bureau or Trading Standards.

If we have not completed our investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, **you** should do so within 6 months of receiving **our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financialombudsman.org.uk.

The Financial Ombudsman Service,
Exchange Tower, London E14 9SR
Tel: 0800 023 4567

Get in touch online: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>

Regulatory Information

Claims and Underwriting Exchange Register

We may use **your** personal information to prevent crime. In order to prevent crime **we** may share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass **your** personal information to the operators of these registers, including but not limited to information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers.

Compensation Scheme

Watford Insurance Company Europe Limited and Royal & Sun Alliance Insurance Limited are members of the Financial Services Compensation Scheme (FSCS). If either of them cannot meet their obligations, you may be entitled to compensation from the FSCS. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Privacy Policies

Commented [GC1]: New contents header and each insurers policy statement now numbered.

1. UK General Insurance Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as “we/us/our” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is **Z7739575**.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as “you/your” in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General’s full privacy notice

You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Brookfield Court, Selby Road, Leeds LS15 1NB.

2. Watford Insurance Company Europe Limited Information Notice

Personal Data provided in connection with this policy will be used and processed in line with the Privacy Policy. A copy of this is available at <https://www.watfordre.com/privacy-policy/>

3. Royal & Sun Alliance Insurance Ltd Privacy Policy

Your privacy is important to **Us** and **We** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **We** use the information **We** collect about **You** and how **You** can exercise **Your** data protection rights. **You** can view our full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If **You're** unable to access the link or have any questions or comments about **Our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA.

You can also email us at crt.halifax@uk.rsagroup.com

4. Arc Legal Assistance Privacy and Data Protection Notice

1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit www.arclegal.co.uk

2. How We Use Your Personal Data and Who We Share it With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.

4. Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy

of the personal information We hold about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask Us to provide a copy of Your data to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with Our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with You, unless We are required to retain the data for a longer period due to business, legal or regulatory requirements.

5. One Commercial Limited Privacy Notice

One Commercial Ltd are registered under the UK Data Protection Act 1998 and comply with the EU General Data Protection Regulation in all our dealings with **Your** personal data. **Your** personal information will be kept secure. We undertake to ensure **Your** personal data is:

- processed lawfully, fairly and in a transparent manner;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- accurate and, where necessary, kept up to date and every reasonable step will be taken by One Commercial Ltd to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without delay;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed;
- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

As part of One Commercial's day-to-day communications with **You**, we will generally use e-mail and unless **You** advise us to the contrary in writing then **You** accept this is a valid communication enforceable as written communication for legal and regulatory purposes.

One Commercial's full Privacy and Cookie policy can be found here: [privacy-and-cookies](#)

If You have any questions concerning One Commercial's use of **Your** personal data, please contact The Data Protection Officer, please see website for full address details.