

SPECIALIST OCCUPIED PROPERTY OWNERS INSURANCE

Your policy wording.



welcome.

Thank **You** for arranging **Your** insurance with **Us**.

This policy wording describes **Your** contract of insurance. Please read it carefully along with **Your Policy Schedule** which shows the insured **Property**, **Your** level of cover and **Your Excess** details

You will find these documents in **Your** Welcome/renewal pack, or with confirmation following a change to **Your** policy. Please check these documents as the information must be correct.

We have tried to make this document easy to read, however, **We** still had to use some words that have a special meaning these are listed and explained in the 'Definitions' section.

Your contract of insurance has been arranged for **You** by **Your Broker** who are responsible for arranging and administering **Your** insurance policy. Full details are set out in their 'Terms of Business' and covers their services, fees and charges.

The policy is insured by Bspoke **Property** Owners on behalf of Accelerant Insurance UK Limited. The authorised Insurers have agreed to cover **You**, subject to the terms and conditions contained in this document, against any liability, loss, or **Damage** that arises during a **Period of Insurance**. The authorised insurers' details appear in the About **Your** Policy section.

To make things easier, **You** only need to contact **Your Broker** to arrange everything for **You** with the authorised insurers on **Your** behalf.

Useful Contact Numbers

Claim Notification Lines	Claims helpline 02920 320839	If You need to make a claim, We will tell You the process to follow. Please read the conditions and process before ringing the claims line.
	Legal Claims Notification 01384 887585	
	Tax Claims Notification 01384 377000	
	Engineering Claims helpline 03301 003432	
	New.loss@hsbeil.com	

Thanks again for choosing Bspoke **Property** Owners, a trading name of Bspoke Commercial Ltd.

Wayne Tonge

Managing Director

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how to use this document.

We understand that insurance policies can be complicated and sometimes hard to understand. That's why we've written this Policy Wording to be a simple and easy to use as possible. In this document we'll explain the following things:

- How to make a claim
- How to make a complaint
- How to cancel or make a change to **Your** policy
- Information about **Us** and **Your** insurer
- Important words and definitions that apply to this document.
- What **You** are covered for
- What **You** are not covered for
- Certain conditions that apply to **Your** insurance policy
- How **We** use the **Data We** collect about **You**

Your Policy Wording is part of **Your** contract with **us**, along with **Your Policy Schedule** (sometimes referred to as **Your** Schedule of Insurance) and any Statement of Facts. **You** should read both documents to make sure **You** understand them.

You will also have received an Insurance Product Information Document (or IPID) when **You** took out **Your** policy or got a quote or renewal from **Us**. While this document isn't part of **Your** contract with **Us** it's a useful summary of the cover **You** have but does not fully outline all of the terms and conditions.

claims.

Making a Claim

We understand that when **You** have an accident or incident that means **You** need to make a claim it can be stressful. That's why **We** aim to make **Our** claims processes as quick and simple as possible.

Your claim will be handled promptly and by experienced claim handling staff. Any incident or loss that gives rise or may give rise to a claim should be notified immediately to:

For claims under Sections 1, 2, 3, 4 and 6	Claims helpline 02920 320839 Claims Email bspokecommercialclaims1@uk.sedgwick.com
For claims under Section 7 Legal Expenses	Legal Claims Notification 01384 887585 Tax Claims Notification 01384 377000
For claims under Section 5 Equipment Breakdown	Claims helpline 03301 003432 New.loss@hsbeil.com

In all correspondence, please tell **Us** that **You** are insured by Bspoke **Property** Owners and provide **Your** policy number which can be found on the schedule. This will help **Us** to confirm **Your** policy details and deal with **Your** claim as quickly as possible.

Claims will only be considered if **Your** premium payment has been paid from the commencement date of this policy.

If an incident occurs, **You** should take any immediate action **You** think is necessary to protect **Your Property** and **Landlord's Contents** from further **Damage**.

Claims Process

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

- 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).
- 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.
- Take all steps necessary to reduce further loss, **Damage** or Injury.
- Provide **Us** with all information and evidence, including written estimates and proof of ownership and value that **We** may request.
- Do not under any circumstances effect full repairs without **Our** prior consent.
- 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:

- Enter any **Building** following loss or **Damage**.
- Negotiate, defend or settle any claim made against **You**.
- Prosecute in **Your** name for **Our** benefit, any other person in respect of any claim **We** may have to pay.

We will not pay for **Damage** if **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders or obstructs **Us**.

If **You** receive any correspondence from any person claiming **Injury** or **Damage** against **You** or **Your** family, **You** should not respond. Please forward all correspondence to **Us** without delay. **We** reserve the right to deal with the defence or settlement of **Your** claim in **Your** name.

You may be required to produce proof of ownership in the event of a claim. Where possible **You** should keep proof of purchase/receipts, estimates for repair or replacement of **Damaged** articles and any **Damaged** articles for **Us** to inspect.

Sometimes **We** will need to ask a loss adjuster to help **Us** deal with **Your** claim. If so, **We** will tell **You** and arrange for the loss adjuster to visit **You**. The loss adjuster's role is to assess the claim, confirm what action **You** need to take and recommend to **Us** how to deal with the claim.

Fraudulent claims

If **You**, or anyone acting on **Your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect this insurance will become invalid. This means **We** will not pay the false or fraudulent claim, or any subsequent claim.

Other Insurance

Sometimes what is covered under one insurance policy may also be covered under another insurance policy. For example, the cover or maybe some of the cover that is insured under this policy could also be insured under another policy that **You** have.

For claims made under Section 3 –Property Owners Liability and Section 4 – Employers Liability **We** will only pay the **Excess** beyond the amount payable under **Your** other insurance policy.

For claims made under all other Sections insured of this policy **We** will either at **Our** option pay the full claim and claim half of this back from **Your** other insurance policy or pay **Our** rateable share of the claim.

Arbitration

If **We** accept liability but **You** disagree with the amount **We** offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions. This avoids having to use the courts to settle the dispute. Going to arbitration does not affect **Your** statutory rights.

An award made by the arbitrator will be a Condition Precedent to a right of legal action against **Us**.

Subrogation

We shall be entitled to pursue and, if necessary, instigate legal proceedings in **Your** name for **Our** benefit any claim for indemnity or **Damage** or otherwise against a third party and shall have full discretion in the conduct of any such action and **You** shall give to **Us** all such information and assistance as **We** may reasonably require.

how to make a complaint.

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:

If **You** have a complaint regarding the sale or service of **Your** policy, please contact **Your Broker** or Administrator.

Reason for complaint	Contact	Contact Details
Sales or Service Related	Complaints Department Bspoke Commercial Limited	Brookfield Court, Selby Road, Leeds West Yorkshire LS25 1NB complaints@bspokecommercial.co.uk 0113 345 1768
Claims (other than Legal Expenses or Equipment Breakdown claims noted below)	Complaints Department Sedgwick International UK	Oakleigh House 14- 16 Park Place Cardiff, CF10 3DQ bspokecommercialclaims1@uk.sedgwick.com 0345 850 0597
Legal Expenses Claims	Complaints Department Arc Legal Assistance Limited	PO Box 8921 Colchester CO4 5NE customerservice@arclegal.co.uk 01206 615 000
Equipment Breakdown Claims Other HSB Complaints	Complaints Department HSB Engineering Insurance	Chancery Place 50 Brown Street Manchester M2 2JT claims@hsbeil.com 0330 100 3443 complaints@hsbeil.com

In all correspondence, please state that **Your** insurance is provided by Bspoke **Property Owners** and quote **Your** policy number or claims reference.

Financial Ombudsman Service

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.financial-ombudsman.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>.

Compensation Arrangements

All sections other than 5 – Equipment breakdown and 7 – Legal expenses

If **You** are registered in (or a resident of) the **United Kingdom** **You** may be entitled to compensation from the Financial Services Compensation Scheme if Accelerant Insurance UK Limited is unable to meet its obligations to **You** under this insurance.

Sections 5 – Equipment breakdown and 7 – Legal expenses

You may be entitled to compensation from the Financial Services Compensation Scheme if Arc Legal Assistance Limited or HSB Engineering Ltd are unable to meet their obligations to **You** under either of these sections

If **You** are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their Website:

www.fscs.org.uk

You can obtain more information about Compensation Scheme arrangements from the FSCS by:

Telephone: 0800 678 1100 or 020 7741 4100

Website: <http://www.fscs.org.uk>

cancelling this policy.

Your Right to Cancel

You can cancel **Your** insurance policy at any time by contacting **Your Broker**.

If **You** cancel **Your** policy within 14 days of **Your** start date or renewal date, providing no claim has been submitted, **We** will refund **Your** premium, less any administration fee paid and proportionate to the unexpired **Period of Insurance** following cancellation.

You may cancel after 14 days and, providing no claim has been submitted, **You** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **We** have provided cover and any administration fee paid.

We can cancel **Your** policy immediately if the premium has not been paid. If a claim has been made or there has been any incident likely to lead to a claim during the current **Period of Insurance**, the annual premium remains due in full.

If **You** have received a claims payment, have a claim pending or an incident likely to give rise to a claim during the **Period of Insurance**, no refund of **Your** premium or any administration fee will be given.

Our Right to Cancel

We may at any time cancel this policy where there is a valid reason for doing so, sending at least 14 days' notice to **You** at **Your** last known correspondence or email address. Valid reasons include but are not limited to:

- Non-payment of premium – If payment is not made when due, **We** will write to **You** requesting payment by a specific date. If **We** receive payment by the date set out in the letter, **We** will take no further action. If **We** do not receive payment by this date, **We** will cancel the insurance from the cancellation date shown on the letter.
- **Your** Credit Agreement is cancelled.
- Where **We** reasonably suspect fraud
- Where **You** fail to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require, and this affects **Our** ability to process a claim or defend **Our** interests.
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask. See the Information **You** Provide clause.
- Where **You** harass or use abusive or threatening behaviour towards **Our** staff or representatives of Bspoke **Property** Owners or **Your Broker**.

If **We** cancel the policy, **You** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **We** have provided cover and any administration fee paid.

However, if a claim has been made or the reason for cancellation is fraud and/or economic, financial or trade sanctions, **We** are legally entitled to keep the premium.

about Your policy.

The documents provided are **Your** contract of insurance with **Us** and confirms the cover **You** have in place including any additional terms, conditions, exclusions and endorsements which may apply.

Insurance does not cover **Your Property** against everything that can happen, so please read the whole document carefully. The policy is arranged in the following sections:

- The cover **You** have requested and that **We** have provided.
- What this policy covers and any exclusions
- **Your** duty under this policy and any requirements **We** have
- **You** keep this policy and supporting documentation in a safe place.

It is important **You** understand the cover provided and if **You** have any questions or concerns **You** should contact **Us**.

Information You provide

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 **We** ask by ensuring that all information provided is a fair presentation. If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this policy as if it never existed, decline all claims and keep all premiums paid.

We may:

- (a) treat this Policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered as long as the misrepresentation or omission was not made deliberately or recklessly,
- (b) amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** careless omission to supply the information **We** required to consider the insurance cover provided,
- (c) charge **You** more for **Your** policy or reduce the amount **We** pay on a claim in the same proportion the premium **You** have paid bears to the premium **We** would have charged **You**,
- (d) cancel **Your** policy in accordance with **Our** Cancellation Rights above **We** will write to **Your** insurance **Broker** if **We**:
 - I. intend to treat **Your** policy as if it never existed, or
 - II. need to amend the terms of **Your** policy, or
 - III. require **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Your Broker** as soon as practicable.

Changes to Your Information

If any of the information detailed within **Your Policy Schedule** changes, please let **Your Broker** know as soon as possible. Changes to **Your** circumstances will not be insured unless **We** have agreed to provide cover, have issued a new insurance schedule and any change in premium is settled.

If **You** do not advise **Us** of any changes to **Your** circumstances, **We** will determine if **Your Failure** has been deliberate, reckless or careless and **Your** policy may be affected in accordance with the Information **You** provide clause above.

When **You** advise a change, **We** will reassess the premium and the terms of **Your** policy. **You** will be informed of any revised premium or terms and asked to agree before any change is made. In some circumstances **We** may not be able to continue **Your** policy following the changes. If this is the case, **You** will be notified and the policy may be cancelled as per the conditions applying to **Our** cancellation policy on page 10.

About Us

Your policy has been arranged by **Your Broker** on behalf of Bspoke **Property Owners**, a trading name of Bspoke Commercial Limited, who is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 709456. Registered in England and Wales Company Number. 09284678. **You** can check **Our** details on the Financial Services Register <https://register.fca.org.uk>.

About Your Insurer

Accelerant insurance UK Limited underwrite: Section 1 – **Property Damage**, Section 2 – Loss of Rent, Section 3 – **Property Owners Liability**, Section 4 – Employers' Liability and Section 6 – Terrorism.

Accelerant Insurance UK Limited is registered in England and Wales with the company number of 03326800 and the registered office of One Fleet Place, London, EC4M 7WS. Its trading address is Lodge Park Business Centre, Lodge Lane, Langham, Colchester, CO4 5NE. Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference number: 207658).

HSB Engineering Insurance Limited underwrite: Section 5– Equipment Breakdown.

HSB Engineering Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA register number 202738. The Registered Office of HSB Engineering Insurance Limited is Chancery Place, 50 Brown Street, Manchester, M2 2JT. Registered in England and Wales, number 2396114.

Section 7 of **Your** policy is arranged by Bspoke **Property Owners**, administered by **Arc Legal Assistance Ltd** and underwritten by **AmTrust Specialty Limited**.

Your duties

The cover in this policy is valid providing:

- **You** or any other insured person have kept to all the terms and conditions of the policy.
- The information confirmed on **Your** current schedule and when registering a claim is true and complete.

Fraud and misrepresentation

You must always answer **Our** questions honestly and provide true and accurate information. If **You**, any other insured person or anyone acting on **Your** behalf:

- Provides **Us** with false, exaggerated or misrepresented information.
- Submits false, altered, forged or stolen documents.

We will take one or more of the following actions:

- Amend **Your** policy to show the correct information and apply any change in premium.
- Cancel **Your** policy, under certain circumstances this may be with immediate effect.
- Declare **Your** policy void.
- Refuse to pay **Your** claim or only pay part of **Your** claim.
- Only pay a proportion of **Your** claim
- Keep the premium **You** have paid.
- Recover any costs incurred from **You** or any other insured person.

If **We** identify any fraud or misrepresentation, **We** will cancel or void any other Bspoke Underwriting policies **You** are connected with.

Governing law

Unless **We** have agreed otherwise this contract of insurance will be governed by the laws of the **United Kingdom**, the Isle of Man or the Channel Islands (depending on **Your** registered address) and the jurisdiction of the courts of England.

Use of Language

All communication shall be conducted in English unless otherwise agreed.

Rights of third parties

This contract is between **You** and the authorised insurers. Nobody else has any rights they can enforce under this contract, including under the Contract (Rights of Third Parties) Act 1999.

policy conditions.

The following conditions apply to this policy.

Notice of Building Works

You must notify **Us** before the start of any conversions, alterations and extensions to any **Buildings** specified on **Your Policy Schedule**.

If **You** do not comply with this condition **You** will not be covered, and **We** will not pay **Your** claim.

Property Inspections

You or a representative must inspect the **Property** internally, including the loft area and externally at least once every 6 months whilst there are tenants residing at the **Property**. If the **Property** is **Unoccupied** these inspections must be carried out at least once every 14 days. **You** must be able to provide evidence that these inspections took place in the event of a claim, for example through photographs or CCTV footage.

If **You** do not comply with this condition **You** will not be covered, and **We** will not pay **Your** claim.

Reasonable Precautions

You must take all reasonable precautions to prevent loss, destruction or **Damage** to the **Property** insured or any accident or **Injury** to any person or loss, destruction or **Damage** to their **Property** and must comply with all legal requirements and safety regulations. **You** should act at all times as if **You** were uninsured and this policy did not exist.

Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy if to do so would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, **United Kingdom** or United States of America or any of its states.

Subrogation

Anyone making a claim under this policy must, at **Our** request and expense, do everything **We** reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which **We** will become entitled or subrogated because of payment for or making good loss, destruction, **Damage**, accident or injury.

We may require **You** to carry out such actions before or after **We** make any admission of or payment of a claim.

The Contracts (Rights of Third Parties) Act 1999

We will not provide compensation in respect of any claim relating to any non-contracting party's rights to enforce all or any part of this policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy.

Unoccupancy

You must notify **Us** immediately if **Your Property** is about to be **Unoccupied**. While the **Buildings** are **Unoccupied**, **You** must comply with the following conditions unless expressly agreed to in writing: -

- (a) gas, water and electricity supplies are kept disconnected and that all water apparatus is drained except as otherwise agreed by **Us** in writing (other than those supplies required to operate fire and security protection or for other essential services)
- (b) all external doors are kept securely locked
- (c) ground floor window openings are kept securely fastened and, if specified by **Us** in writing, boarded up in accordance with **Our** requirements
- (d) the **Buildings** are maintained and all areas immediately surrounding the **Buildings** are kept free of all fuel and waste materials
- (e) all letterboxes are sealed to prevent insertion of material.

You must inspect the **Property** at least fortnightly to check that the foregoing Conditions are observed. In the event of any breach of security of the **Buildings** or of malicious **Damage** or any evidence of unlawful entry or attempted entry to the **Buildings** **You** shall immediately:

- i) carry out the necessary work to satisfy the above requirements
- ii) notify **Us**.

You must keep a record of these inspections and make this available for inspection by **Us** immediately upon request.

Inspection and Safety Measures

It is important that **You** comply with the following requirements below otherwise all **Damage** arising from or caused by the **Perils** of Fire and Explosion will be excluded.

- a) if the Premises or any part thereof is let as residential accommodation, comply with current gas safety regulations and laws and at the commencement and throughout the currency of this insurance be in possession of a current Gas Safety certificate issued by a Gas Safe registered engineer. Any necessary repairs and maintenance must be carried out promptly by a Gas Safe registered engineer.
- b) if **You** are responsible for gas installations at commercial Premises, undertake annual maintenance checks and at the commencement and throughout the currency of this insurance be in possession of a valid Gas Safety certificate issued by a Gas Safe registered engineer
- c) At the commencement of this insurance and throughout the currency of this insurance for all commercial Premises, be in possession of an electrical installation condition report (EICR) that:
 - covers the whole of the electrical installation(s);
 - for commercial or residential Premises is less than five years old for and issued by an approved contractor

Minimum Security Requirements

You must comply with the following conditions unless expressly agreed to in writing by **Us**;

- (a) **You** must ensure that all protections installed for the safety and security of the premises are kept in good working order. Such protections must not be removed, altered, or deactivated without our prior written consent, and must be fully operational whenever the premises are closed for business, left unattended, or at any other appropriate times.

- (b) **You** must ensure that any alarm system or similar protective device is maintained in full and efficient working order under a maintenance contract providing both preventive and corrective servicing with the installing company and/or in accordance with the manufacturer's recommendations.

- (c) **You** must ensure that:
 - i) All external doors are secured with locks complying with BS3621 (5-lever mortice deadlocks) or with locking bars secured by 5-lever close-shackle padlocks
 - ii) All windows and skylights accessible from ground or basement level, or from adjoining structures such as roofs, porches, walls, fire escapes, or downpipes, are either barred, grilled, or fitted with key-operated window locks.

- (d) **You** must notify **Us** immediately upon receiving any notice:
 - i) Indicating that police attendance or any contracted response to alarm signals or calls may be withdrawn, reduced, or delayed
 - ii) From a local authority or magistrate requiring abatement of nuisance relating to any alarm system; or
 - iii) Advising that any alarm system cannot be restored to or maintained in full working order.

Data and Privacy Notice

This privacy notice covers the processing of **Data** for individuals and companies that **We** have a prospective or existing business relationship with and as a result **We** process their **Data** to manage this relationship.

This privacy notice does not apply to any customers/policyholders related to Bspoke **Property Owners We** refer to these individuals as "**You/Your**" in this notice.

We are dedicated to being transparent and this privacy notice tells **You** what **We** do with the information that **We** collect about **You**.

We process **Your** personal **Data** in accordance with the relevant **Data** protection legislation. **We** are the **Data** controller for the **Data** that **We** process about **You** and **We** will not collect any information from **You** that **We** do not need for the purpose of managing the business relationship.

Contact details

We are Bspoke **Property** Owners referred to as “**we/us/our**” in this notice. **Our Data** controller registration number issued by the Information Commissioner’s Officer is ZA142428. **Our** registered address is: Brookfield Court, Selby Road, Leeds, LS25 1NB.

Anything You are not clear about

If **You** have any questions, or if there is anything that **You** are unclear about, please contact **Us** at dataprotection@bspokecommercial.co.uk and **We** will be happy to answer any queries **You** may have concerning this privacy notice or the way **We** process **Your** personal data.

Why is Your personal Data required?

The provision of **Your** personal **Data** is necessary for **Us** to manage the business relationship and meet any contractual obligations that **We** have with **You**. If **You** fail to provide the data, it may mean that **We** are unable to manage the business relationship and hinder the performance of **Our** contractual obligations.

What information do We collect about You?

We may collect the following personal **Data** about **You**:

- Information collected from **You**.
- When **You** provide **Your** business contact details to **Us** for potential business opportunities.
- When **We** collect personal **Data** as part of **Our** ongoing business dealings and development.
- Information collected from other sources.
- When one of Bspoke Property Owners’s business partners introduces **You** to **us**, they will provide **Your** contact details.

The information collected may include the following categories:

- **Your** name and job title.
- **Your** company name and address.
- **Your** contact details, including email address and telephone number.

Why do We process Your data

We may process **Your** personal **Data** for the following reasons:

- **We** use **Your** personal **Data** as it is necessary to manage **Our** business relationship, including meeting **Our** contractual obligations to **You** and sending **You** communications in relation to this relationship.
- **We** use **Your** personal **Data** to undertake necessary due diligence prior to entering into a contract, such as conducting credit checks and fulfilling **Our** onboarding requirements.
- **We** may also use **Your Data** where there is not contractual relationship, and where **We** need to process **Your Data** for potential business opportunities. **We** can use **Your** personal **Data** in this way because it is in **Our** legitimate interests to network and grow the business.
- **We** use **Your** personal **Data** to send **You** communications with opportunities/products that **We** deem to be of interest to **You**. **We** can use **Your**

personal **Data** in this way because it is in **Our** legitimate interests to network and grow the business.

- **We** use **Your** personal **Data** where required for **Us** to comply with **Our** legal obligations or to enforce or defend **Our** legal rights.

How do We protect Your data?

We take the security of **Your Data** seriously. **We** have internal policies and controls in place to try to ensure that **Your Data** is not lost, accidentally destroyed, misused or disclosed, and is not accessed by unauthorised individuals.

How long do We keep Your Data for?

As a rule, where there is a contractual relationship, **We** will keep **Your** personal **Data** for seven years following the end of **Your** relationship with **us**. Where there is no contractual relationship formed, **We** will retain **Your** personal **Data** for two years. Following the end of the retention periods, **Your** personal **Data** will be securely destroyed.

Who might We share Your Data with?

Your personal **Data** will be shared with Bspoke **Property** Owners employees and may be shared with the following categories of third parties:

- Insurers/Reinsurers
- Third-party service providers that Bspoke **Property** Owners is contracted with, who process **Data** on **Our** behalf.

Do We share Your Data outside the UK and EEA?

The personal **Data** that **We** process to manage the business relationship will not need to be shared with other organisations outside the UK or the EEA.

When do We make automated decisions about You?

We will not make any automated decisions about **You**.

Your rights as a Data subject

We thought it would be helpful to set out **Your** rights under the relevant **Data** protection legislation.

You have the right to:

- withdraw consent where that is the legal basis of **Our** processing.
- access **Your** personal **Data** that **We** process.
- rectify inaccuracies in personal **Data** that **We** hold about **You**.
- be forgotten, if the processing of **Your** personal **Data** is no longer necessary for the purposes it is collected for, **Your** details would be removed from systems that **We** use to process **Your** personal data.
- restrict the processing in certain ways.
- obtain a copy of **Your Data** in a commonly used electronic form (if the legal basis of **Our** processing is consent or necessary for contract)
- object to certain processing of **Your** personal **Data** by us

policy exclusions.

The following exclusions apply to this policy.

Asbestos	Exposure to, inhalation of, fears of the consequences of exposure to or the inhalation of or the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any Property arising out of the presence of Asbestos including any product containing Asbestos.
Computer	Computer breakdown or failure.
Cyber	<p>Any consequence, howsoever caused, including but not limited to Computer Virus resulting in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.</p> <p>For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable Data 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.</p> <p>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.</p>
Domestic Pets	Loss or Damage caused by domestic pets, insects or Vermin .
Drug Use	You being under the influence of drugs, solvents or alcohol, except those prescribed by a registered medical doctor.
Excluded Property	Property or structures in course of construction or erection and materials and supplies in connection with such Property in course of construction or erection.
Faulty Workmanship	Damage caused by faulty or defective workmanship caused by You or any of Your employees.
Illegal Activities	We will not pay for any loss, Damage or liability arising from any illegal or criminal act by You or any family member or employee, any paying guest, lodger, tenant or anyone lawfully in the Property .

<p>Northern Ireland</p>	<p>This policy does not cover loss or Damage to any Property in Northern Ireland resulting from, caused by, happening through or in consequence of: (a) civil commotion (b) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any Unlawful Association.</p>
<p>Other Insurances</p>	<p>We will not pay any claim where there is another insurance policy in force in Your name which covers You for the same loss or liability.</p>
<p>Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS) Exclusion</p>	<p>This Endorsement modifies insurance provided under the following:</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART</p> <p>Bodily Injury And Property Damage Liability:</p> <p>Exclusions</p> <p>This insurance does not apply to:</p> <p>Perfluoroalkyl And Polyfluoroalkyl Substances</p> <p>(a) "Bodily injury" or "Property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".</p> <p>(b) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.</p> <p>The following definition applies:</p> <p>"Perfluoroalkyl or polyfluoroalkyl substances" means any:</p> <ol style="list-style-type: none"> 1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to: <ul style="list-style-type: none"> (a) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;

- (b) Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
- (c) Perfluoropolyethers (PFPE);
- (d) Fluorotelomer-based substances; or € Side-chain fluorinated polymers; or
- (a) Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph 1 above.

Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

Personal And Advertising Injury Liability:

Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

(a) "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".

(b) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

The following definition applies:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1) Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:

(a) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;

(b) Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;

(c) Perfluoropolyethers (PFPE);

(d) Fluorotelomer-based substances; or

(e) Side-chain fluorinated polymers; or

2) Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph 1 above.

Definition

Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) in any form, including but not limited to:

(a) any organic molecule, salt, free radical or ion, the composition of which includes at least one:

- perfluorinated methyl group (-CF₃); or
- perfluorinated methylene group (-CF₂-); or

(b) any breakdown of any organic molecule, salt, free radical or ion, the composition thereof; or

(c) any good, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS); or

(d) its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances.

Exclusion

There is no cover under this policy for:

1) any bodily injury, **Property Damage**, personal and advertising **Injury** loss, liability, **Damage**, compensation, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the actual, alleged, or threatened contaminative, pathogenic, toxic or other hazardous properties of PFAS; and

	<p>2) any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to, any of the following conducts, included but not limited to:</p> <p>(a) Actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of PFAS containing products or materials; or</p> <p>(b) Design, manufacturing, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar business-related activity relating to PFAS- containing products or materials; or</p> <p>(c) Testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of or in any way responding to, or assessing the effect(s) of PFAS- containing products or materials; or</p> <p>(d) Failure to report any PFAS-containing products or materials to authorities; or</p> <p>(e) Failure to warn of potential consequences arising from, or the inadequacy of any warning, relating to any of the conduct described in a) through d) above.</p>
<p>Pressure Waves and Sonic Bangs</p>	<p>Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.</p>
<p>Radioactive, Biological or Chemical Contamination</p>	<p>This policy does not cover any death or disablement, loss or destruction of or Damage to any Property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from</p> <ul style="list-style-type: none"> • Ionising radiation or Contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel. The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or its nuclear components or using atomic or nuclear fission and/or fusion or other like reaction. • Biological or chemical Contamination or malicious use of pathogenic or poisonous biological or chemical materials due

	<p>to an Act of Terrorism including steps taken to prevent, suppress, control,</p> <ul style="list-style-type: none"> • or reduce the consequences of any actual, attempted, threatened, suspected, or perceived Act of Terrorism • the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of the Business for the purposes for which they Were intended.
Sanctions	<p>The Insurer shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder, to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America</p>
Terrorism	<p>An Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.</p> <p>This Policy also excludes loss, Damage, cost, or expense of whatsoever nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.</p> <p>In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.</p>
Virus, Disease and Pandemic	<p>(not applicable to Employers' Liability Section)</p> <p>Notwithstanding any provision to the contrary within this policy, within any Endorsement to this policy or within any extension to this policy, this policy and its endorsements (if any) and its extensions (if any) exclude any loss, Damage, liability, claim, cost or expense (whether such loss, Damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:</p> <ul style="list-style-type: none"> a) Coronaviruses; b) Coronavirus disease (COVID-19); c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); d) any mutation of or variation of a), b) or c) above; e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation;

	<p>f) any fear or anticipation of a), b), c), d) or e) above;</p> <p>g) Government Regulation, advice or restriction(s) as a result of the aforesaid matters regardless of any other cause or event contributing concurrently or in any other sequence thereto.</p>
<p>War or Conflict</p>	<p>The policy does not cover any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event</p> <p>a)</p> <ul style="list-style-type: none"> I. war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power II. mutiny or military uprising, martial law 16 Property Owners 19.04.23 V1 <p>b) nationalisation, confiscation, requisition, seizure, Damage or destruction by or by order of any government or any local or public authority, and</p> <p>c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above.</p> <p>However, exceptions (a) (b) and (c) do not apply to the following Sections, when insured by this policy (i) Section 4 – Employers’ Liability (ii) Section 6 – Terrorism</p>
<p>Wear and Tear</p>	<p>Wear and tear, depreciation, fungus, Wet or dry rot, infestation, toxic mould, Vermin or insect Damage, mechanical or electrical fault, rusting or corrosion, process of cleaning, repairing, restoration, renovating or any anything which happens gradually.</p>

policy definitions.

Wherever the following words or phrases appear within this policy they will always have the same meaning. Under certain sections cover will be limited, please refer to individual sections for full terms and conditions.

Accidental Damage	Sudden and unintentional physical Damage which happens unexpectedly.
Broker	The insurance Broker or intermediary You purchased this policy through and who is authorised and regulated by the Financial Conduct Authority.
Building	<p>The Buildings at the premises, unless more specifically described, being built mainly of brick, stone, concrete or otherwise non combustible materials and including: -</p> <ul style="list-style-type: none"> • small outBuildings, annexes, gangways, fire escapes, sheds, garages and other such ancillary structures; • fixed fuel oil or water tanks, hoists and their ancillary equipment and pipework; • cess pits and septic tanks; • roads, carparks, yards, forecourts, pavements, drives, footpaths, patios and terraces; • telephone, gas, water and electrical instruments, meters, piping, cabling or similar belonging to You at the premises and which extends to the public mains • walls, gates, hedges, fences and railings; • swimming pools, ornamental ponds and tennis courts • all landlords Fixtures and Fittings including fixed glass and fixed sanitaryware <p>owned by You, or for which You are legally responsible, and located at the address(es) shown on Your Policy Schedule.</p>
Damage/ Damaged	Physical loss or destruction of or Damage to the Property Insured
Data	<p>All information which is:</p> <ul style="list-style-type: none"> (a) electronically stored (b) electronically represented (c) contained on any current and back-up disks, tapes or other materials or devices used for the storage of Data <p>including but not limited to operating systems, records, programmes, software or firmware, code or series of instructions.</p>

Employee	<p>Anyone under a contract of service or apprenticeship with You. Anyone who is:</p> <ul style="list-style-type: none"> • employed by You or for You on a labour only basis • self-employed • hired to You or borrowed by You from another employer • a voluntary helper or taking part in a work experience or training scheme and under Your control or supervision.
Endorsement	A change in the terms and conditions of this Policy that can extend or restrict cover.
Excess	The first amount of each claim payable by You as detailed on the Policy Schedule for the relevant section.
Fixtures and Fittings	Permanent Fixtures and Fittings of Your Property which You own or are responsible for including any built in furniture, kitchen and bathroom fittings, built in appliance, fixed glass and sanitary ware, fixed pipes, ducts, tanks, wires, cables, switches, fires, central heating equipment, boilers and storage heaters.
Failure	<p>Any partial or complete reduction in the:</p> <ul style="list-style-type: none"> (a) performance (b) availability (c) functionality (d) ability to recognise or process any date or time of any: <ul style="list-style-type: none"> i. computer and electronic equipment ii. electronic means of communication <p>Web site.</p>
Injury	Bodily Injury including death, illness, disease or nervous shock.
Insurer	<p>(a) In respect of sections 1, 2, 3, 4 and 6, means Accelerant Insurance UK Limited.</p> <p>(b) In respect of section 5, means HSB Engineering Insurance Limited.</p> <p>(c) In respect of section 7, means Arc Legal Assistance Limited underwritten by AmTrust Specialty Limited.</p>
Landlord's Contents	Household goods and furniture, carpets and fittings Domestic appliances, televisions, radios, satellite dishes and associated equipment for which You are responsible, as detailed in the landlord's Property inventory forming part of the Tenancy Agreement and contained within the Buildings ,

	Landlord's Contents does not include Valuables , mobile phones and computer equipment, clothing, sports equipment and pedal cycles.
Lived In	Regularly carrying out day-to-day activities such as bathing, cooking, eating and sleeping in the Property . This does not include occasional visits or stays.
Loss of Data	Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of, or Damage to, Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from Damage to Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.
Money	Cash (notes and coins), cheques, giro cheques, travellers cheques, postal or Money orders, banker's drafts, current postage and revenue stamps, unused units in postage stamp franking machines, national insurance stamps, stamped or franked national insurance cards, national savings stamps, national savings certificates, premium bonds, holiday-with-pay stamps, bills of exchange, credit and debit card sales' vouchers, luncheon vouchers, consumer redemption vouchers, trading stamps, gift tokens and VAT purchase invoices all pertaining to the Business and belonging to You or which are Your responsibility
Peril	Fire, lightning, explosion, aircraft or other aerial device or article dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, Storm , flood, escape of water from any tank apparatus or pipe, leakage of fuel from any fixed oil or heating installation, impact by any vehicle or animal, theft or attempted theft, and, subsidence, ground heave or landslip.
Period of Insurance	The period specified on Your Policy Schedule .
Pollution and/or Contamination	(a) Pollution or Contamination of Buildings or other structures or of water or land or the atmosphere and (b) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such Pollution or Contamination .
Policy Schedule	The document attaching to this policy that contains details of the Insured, the Premises, the Sections of cover, any Excess(es) and Endorsements that are operative.
Property	The Buildings at the address(es) in the United Kingdom and shown on Your Policy Schedule .

Storm	<p>A period of violent weather defined as:</p> <ul style="list-style-type: none"> • Wind speeds with gusts of at least 48 knots (55mph)* or; • Torrential rainfall at a rate of at least 25mm per hour or; • Snow to a depth of at least one foot (30 cm) in 24 hours or; • Hail of such intensity that it causes Damage to hard surfaces or breaks glass <p>*Equivalent to Storm Force 10 on the Beaufort Scale.</p>
Sum Insured	The amounts insured by Us which are shown on the Policy Schedule .
Tenancy Agreement	<p>A Tenancy Agreement, in writing, made between You and the tenant, which is:</p> <ul style="list-style-type: none"> • an Assured Shorthold Tenancy Agreement, within the meaning of the Housing Acts 1988 and 1996; or • a Short-Assured Tenancy or an Assured Tenancy as defined in the Housing (Scotland) Act 1988; or • a Private Residential Tenancy as defined in the Private Housing (Tenancies) (Scotland) Act 2016; or • a Tenancy Agreement in which the tenant is a limited company; or <p>Any other residential tenancy as agreed by Us in writing.</p> <p>In Northern Ireland, the agreement between You and the tenant to let the Property must not be a:</p> <ul style="list-style-type: none"> • Protected Tenancy; nor 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; nor a • Tenancy Agreement in which the tenant is a limited company; nor a • Tenancy Agreement; nor a • lease of a commercial premises.
Territorial Limits	Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
United Kingdom	England, Scotland, Wales and Northern Ireland.
Unoccupied	When the premises are not attended, closed for business and/or not Lived In for a period more than 60 consecutive days for residential premises and 30 days for commercial premises.
Valuables	Items made from or containing precious stones, jewellery, watches, works of art, money, coins or stamps in a collection, furs, items or sets or collections of precious metals.

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.
We/Us/Our	Bspoke Property Owners on behalf of the Insurer
You/Your	The person or persons named in the Policy Schedule who is a permanent resident in the United Kingdom .

Your cover.

The following sections outline the cover **You** have under this policy, the sections **You** have selected will be shown on **Your** Schedule.

SECTION 1 | PROPERTY DAMAGE

standard cover.

What is Covered	What is Not Covered
<p>We will pay up to the Sum Insured shown on Your Policy Schedule for loss or Damage to the Buildings as a result of.</p>	<p>The Excess as detailed in Your Policy Schedule</p>
<p>1. Fire, smoke, explosion, lightning, or earthquake.</p>	<p>Loss or Damage caused by tobacco burns, unless accompanied by flames.</p> <p>Fire caused by the application of heat whilst undergoing any renovation works.</p>
<p>2. Storm, flood or weight of snow.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> caused by frost to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates, hedges and fences, swimming pools, ornamental ponds and tennis courts caused by rising water table levels. to Landlord's Contents in the open

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

- whilst the **Property** is **Unoccupied**
- caused by **Failure** or lack of sealant and/or grout
- caused by the overflowing of water from sinks, wash basins, bidets, showers and baths as a result of taps being left on in **Your Property**
- caused to the apparatus from which water and/or or oil has escaped
- caused by subsidence, heave or landslip
- to the plumbing outside **Your Property**

The costs of removing and replacing any part of the **Buildings** to find and repair the source of any escape of water or oil.

4. Theft or attempted theft.

loss or **damage**:

- caused by deception (unless deception is used solely to gain entry to **Your Property**)
- by any tenant, guest or person lawfully on **Your Property**
- whilst the **Property** is **Unoccupied**
- where there is no evidence of violent and forcible entry or exit.
- Of **Property** in the open or from any open fronted **Buildings**
- any amount in **Excess** of £500 for **Landlord's Contents** contained within detached out**Buildings** and garages
- where there is no evidence of forcible or violent entry or exit
- theft of **Valuables**, mobile phones or computer equipment
- loss of any item whilst in the open

5. Impact by any animal, vehicle, aircraft or flying objects (including items dropped from them).

Loss or **Damage** caused by pets or any domestic animal.

<p>6. Riot, civil commotion, strike and political disturbances.</p>	<p>Loss or Damage whilst the Property is Unoccupied.</p>
<p>7. Subsidence, landslip or heave of the site upon which the Buildings stand.</p>	<ul style="list-style-type: none"> • Loss or damage: • caused by erosion of any coast or riverbank • to domestic fixed fuel-oil tanks, sunken swimming pools, ornamental ponds, tennis courts, drives, patios and terraces, walls, gates and fences (unless the main Building is Damaged at the same time and by the same cause) • caused by structural repairs, alterations, demolitions or extensions that You make • caused by the movement of solid floors, (unless the foundations beneath the outside wall of the main Building are Damaged at the same time and by the same cause) • Damage caused by the action of chemicals, or by the reaction of chemicals with any material which forms part of the Buildings. • Normal settlement, shrinkage or expansion.
<p>8. Falling trees, telegraph poles, fixed aerials, satellite dishes, solar panels and masts.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> • caused by maintenance to trees • to gates, fences and hedges • to aerials, satellite dishes and masts. • The costs of removal if the fallen tree has not Damaged the Property.
<p>9. Accidental Damage to fixed glass, sanitary fixtures and ceramic hobs which forms part of the Property.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> • caused by chipping, denting or scratching • whilst the Property is Unoccupied • to ceramic hobs in free-standing cookers.

<p>10. Accidental Damage to underground pipes, tanks, cables and services for which You are responsible.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> • due to gradual deterioration • caused by any alterations, renovations or repairs that You make • whilst the Property is Unoccupied
<p>11. Malicious Damage or vandalism</p>	<p>Loss or Damage whilst the Property is Unoccupied</p> <p>Any amount recovered from the tenant or legally recoverable from the tenant whether recovered.</p>

section 1 cover enhancements.

The following extensions of cover are automatically included within **Your** policy and will show as insured on **Your** Schedule.

Alterations Additions and Inadvertent Failure to Insure

We will pay **You** in respect of **Damage** to:

- (a) any newly built or newly acquired **Building** situated within the **United Kingdom**, the Isle of Man and the Channel Islands
- (b) alterations, additions and improvements to an insured Building, but not in respect of any appreciation in value

where **You** have:

- (i) an obligation to insure whether owned or leased by **You**, but which has been, inadvertently, left uninsured
- (ii) agreed to insure with **Us** all **Buildings** owned by **You** or for which **You** are responsible to insure.

The most **We** will pay is:

- (a) £100,000 for any one newly built or acquired **Property**
- (b) £100,000 or 20% of the existing **Buildings Sum Insured**, whichever is less, for alterations, additions or improvements to an insured Building.

Provided that **You**:

- (i) advise **Us** in writing immediately **You** become aware of a **Building** inadvertently left uninsured
- (ii) provide **Us** with details of alterations, additions, extensions or improvements to existing **Buildings** as soon as possible, but at least within six months
- (iii) specifically insure such **Buildings**, alterations, additions, extensions or improvements with **Us**, from the date **Our** liability commenced
- (iv) pay the appropriate premium due from the date **Our** liability commenced
- (v) before inception of the cover and before the start of each **Period of Insurance** complete a full review of all properties to ensure that effective insurance is in force on each of them.

We will not pay **You** in respect of

- 1) any **Buildings** more specifically insured
- 2) any appreciation in value.

This Extension does not apply to **Unoccupied** properties or properties which are purchased for redevelopment or due for demolition.

Metered Water

Increased metered water charges incurred by **You**, which result from the escape of water, for which a successful claim has been made under Escape of Water **Peril** under Section 1 of this policy.

The most **We** will pay in any **Period of Insurance** is £2,500

Trace and Access

We will pay reasonable costs and expenses incurred with **Our** consent:

- (a) in locating the actual source of **Damage**, and
- (b) any repairs directly arising from escape of water from any tank apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such **Damage** is insured by this Section.

We will not pay **You** in respect of costs or expenses incurred where **Damage** results solely from a change in the water table level.

The most **We** will pay in any one **Period of Insurance** is £10,000

Emergency Services

We will pay **You** in respect of **Damage** to the Premises resulting from the actions of the emergency services, including deliberate acts where such deliberate acts are for the purposes of safeguarding human life or minimising **Damage**. This extension does not include cover where **Damage** is caused during a criminal investigation or as a result of unlawful activities.

The most **We** will pay for any one occurrence is £10,000.

Debris Removal

The **Sum Insured** for each item on **Buildings** and Contents includes costs and expenses **You** incur with **Our** consent for removal of debris, dismantling or demolishing, shoring or propping up of **Property** which has suffered **Damage** and is insured by this Section.

We will not pay **You** for costs and expenses to remove debris from anywhere other than the site of the **Damage** and adjacent areas or where the costs are incurred from **Pollution** and/or **Contamination** of **Property** which is not insured under this Section or **Property** which is more specifically insured.

Legal Expenses for the Eviction of Squatters

We will pay legal costs and expenses payable to a lawyer or other suitably qualified person who has been appointed to act for **You** with **Our** prior written agreement in any civil action to evict anyone in the Premises who does not have **Your** permission to be there. All legal proceedings will be dealt with by a Court or other body that **We** agree to within the **United Kingdom**, the Channel Islands or the Isle of Man.

We will not pay costs and expenses

- (a) for any dispute where the cause of the action arises within 90 days of the inception date of the policy
- (b) for any dispute where the cause of the action involves **Your** tenant

- (c) for any dispute which is recoverable under Section 3 – **Property Owners Liability** – or the optional Legal Expenses Section of this policy
- (d) more specifically insured elsewhere.

The most **We** will pay in any one **Period of Insurance** is £2,500.

Tenant Debris Removal

We will pay **You** in respect of costs necessarily and reasonably incurred following **Damage** at the Premises for the removal of contents debris including **Fixtures and Fittings** not **Your Property** for the purpose of accelerating the reinstatement of the Premises.

We will not pay **You** where a more specific insurance policy is in force.

The most **We** will pay for any one occurrence is £5,000.

Transfer of Interest

If at the time of **Damage** to **Buildings** insured under this Section **You** have entered into a contract to sell **Your** interest in it, but:

- (a) the contract has not yet been completed
- (b) the **Building** has not yet been insured by or on behalf of the purchaser and the purchase is subsequently completed, **We** will pay the purchaser to the extent that this Section insures those **Buildings**. This will not affect either **Your** or **Our** rights and liabilities up to the date of completion of the purchase.

Clearing of Drains

We will pay **You** for the costs and expenses necessarily and reasonably incurred in cleaning, clearing or repairing drains, gutters or sewers at the Premises for which **You** are responsible following **Damage**.

The most **We** will pay for any one occurrence is £10,000

Fly Tipping

We will pay for the reasonable costs of clearing and removing any **Property** illegally deposited in or around the **Buildings** insured under this policy.

We will not pay **You** in respect of the first £1,000 of each and every loss at each of the Premises.

The most **We** will pay in any one **Period of Insurance** is £5,000.

Non-Invalidation

The insurance by this Section will not be invalidated by any act, omission or alteration, either unknown to **You** or beyond **Your** control, which increases the risk of **Damage**.

However, **You** must

- (a) notify **Us** immediately **You** become aware of any such act, omission or alteration
- (b) pay any additional premium **We** require.

Malicious Damage or vandalism

Where loss or **Damage** is caused by legal tenants or guests the most **We** will pay is £25,000 or up to the sums insured, whichever is the lowest amount.

We will not pay **You** where;

- (a) The **Property** is **Unoccupied**.
- (b) Where an amount is recovered 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.)
- (c) Loss or **Damage** is caused by **Vermin**; fungus; insects or domestic pets.
- (d) Loss or **Damage** is caused by wet or dry rot; faulty workmanship or design.
- (e) Loss or **Damage** is as a result of any **Building** alterations, renovations or repairs.
- (f) Any loss or **Damage** is insured by a policy issued to the tenant.

Illegal Cultivation of Drugs

We will pay **You** in respect of **Damage** arising from **Your** tenant's use of the Premises for the manufacture, cultivation, harvest or processing by any other method of drugs classed as a controlled substance under the Misuse of Drugs Act (1971).

We will not pay **Your** claim if **You**, or anyone acting on **Your** behalf, does not

- (a) carry out internal and external inspections of the **Buildings** at least every three months or as permitted under the **Tenancy Agreement**
 - maintain a log of such inspections and retain that log for at least 24 months
 - carry out a six monthly management check of the inspections log
- (b) obtain and record written formal identification of any prospective tenant
- (c) obtain and retain a written employer's reference for any new tenant
- (d) obtain and record details of **Your** tenant's bank account and verify those details by receiving at least one payment from such account
- (e) advise **Your** tenant, where sub-letting is allowed by the **Tenancy Agreement**, that they must follow the measures laid out in paragraphs (b), (c) and (d) above for all lettings that they arrange.

The most **We** will pay under this extension is £10,000 in any one **Period of Insurance**.

Extinguishment and Alarm Resetting Expenses

We will pay **You** for costs and expenses incurred in:

- (a) refilling, recharging or replacing any:
 - (i) portable fire extinguishing appliances
 - (ii) local fire suppression system
 - (iii) fixed fire suppression system
 - (iv) refilling sprinkler tanks where costs are metered
 - (v) used sprinkler heads

- (b) re-setting fire and/or intruder alarms and/or closed-circuit television equipment following **Damage** insured by this Section.

The most **We** will pay for any one occurrence is £5,000. Costs recoverable from **Your** maintenance company or the Fire and Rescue service are not payable under this policy.

We will not pay a claim if **You** have not maintained the equipment **You** are claiming for in accordance with the manufacturer's instructions.

Insect Nests Removal

We will pay the cost of removing the nests of wasps, bees or hornets and other insects harmful to humans from the Premises.

We will not pay the cost of removing such nests that Were already in the **Buildings** prior to the inception of the policy.

The most **We** will pay for any one occurrence is £500.

Removal of Vermin

The insurance by this Policy is extended to include the reasonable costs incurred by the Insured where they are required by a local authority or similar body to have **Vermin** removed from any **Buildings** insured by this Policy

The most **We** will pay for any one occurrence is £2,500

Tree Felling and Lopping

We will pay **You** in respect of costs incurred by **You** with **Our** consent in removing or lopping trees which are an immediate threat to the safety of life or of **Damage** to **Buildings** insured under this Section.

We will pay for:

- (a) legal or local authority costs involved in removing trees.
- (b) costs incurred solely to comply with a preservation order.

The most **We** will pay for any one occurrence is £5,000.

Underground Services

Where **We** provide indemnity in respect of **Your Buildings**, or **You** are liable as tenant, **We** will pay **You** in respect of **Accidental Damage** to underground:

- (a) pipes
- (b) cables

which extend from the **Buildings** to the public mains. **We** will not pay **You** in respect of:

- (i) the cost of maintenance
- (ii) **Accidental Damage** caused by:
 - a. gradual deterioration or Wear and tear
 - b. corrosion, rust, rot or fungus
 - c. **Vermin** or insects
 - d. atmospheric or climatic conditions
 - e. normal settlement or shrinkage

- f. faulty workmanship, defective design or the use of defective materials. The most **We** will pay for any one occurrence is £25,000.

Replacement of Locks and Keys

We will pay up to £500 to replace and fit locks on the outside doors of **Your Property**, or to any safe or alarm system in **Your Property**, if the keys have been lost or stolen.

Where loss or **Damage** is caused by legal tenants or guests the most **We** will pay is £5,000.

optional additional cover.

The following extensions of cover are included if shown as insured on **Your** Schedule.

Accidental Damage

Where loss of **Damage** is caused by **Accidental Damage** to the **Buildings**. **We** will not pay **You** for Loss or **damage**:

- whilst the **Property** is **Unoccupied**
- because of any **Building** alterations, renovations or repairs that **You** make
- that is specifically excluded from cover under the whole of Section 1 **Property Damage**, other than caused by
 - Tobacco burns, or
 - Fire caused by the application of heat whilst undergoing any renovation works
 - The overflowing of water from sinks, wash basins, bidets, showers and baths as a result of taps being left on in **Your Property**.
- The cost of normal maintenance.
- Any amount recovered from the tenant or legally recoverable from the tenant whether recovered or not.

section 1 conditions.

Settling Claims

We can choose to settle **Your** claim by rebuilding, repairing or replacing the **Damaged** part or item(s) using **Our** suppliers. If **We** choose to replace **Your** part or item(s), this will either be on a like for like basis or with the nearest currently available equivalent.

We may agree to settle **Your** claim with a cash payment or by using **Your** suppliers, but **We** will only pay **You** what it would have cost **Us** to settle **Your** claim using **Our** suppliers.

Any work carried out by **Our** suppliers is guaranteed for 12 months. **We** don't provide any guarantee for work carried out by **Your** suppliers. If the **Buildings** were not in a good state of repair at the time the **Damage** occurred, **We** may reduce **Our** settlement to reflect wear and tear.

How much We will pay

The maximum amount **We** will pay for any claim is

- the sums insured shown on **Your Policy Schedule** or
- the full cost of re**Building Your Buildings**, if this a lower amount

If **We** accept a claim under Section 1 | **Property Damage**, **We** will also pay any amounts due under any Additional Covers **You** have selected or are insured for.

Your Sum Insured

It is **Your** responsibility to ensure that the **Sum Insured** reflects the total cost of re**Building** the **Buildings** to the same specification, including debris removal and architects' and surveyors' fees, and the total cost of replacing all of the contents of **Your Property** as new

If the **Sum Insured** is not enough to cover the cost to rebuild **Your Buildings**, **We** will reduce any payment in line with the premium shortfall. For example, if **Your** premium was 75% of what it would have been if the **Sum Insured** was enough to rebuild **Your Buildings**, **We** will pay no more than 75% of **Your** claim.

We will not reduce the **Sum Insured** under this policy following a claim, provided that **You** agree to carry out any recommendations which **We** make to prevent further loss or **Damage**.

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**.

What We will not pay

We will not pay for the cost of rebuilding, repairing or replacing any undamaged part of the **Buildings** and/or any undamaged item which forms part of a pair, set, suite or part of a common design.

Index Linking

If **You** have provided **Your Broker** with the **Sum Insured** in Section 1, any **Buildings** may be adjusted each month in accordance with the House Re**Building** Cost Index issued by the Royal Institute of Chartered Surveyors. For any Contents these may be adjusted each month in accordance with the consumer durables section of the Retail Price Index, or another appropriate index

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** and **You** may be required to pay any additional premium for the increase.

SECTION 2 | LOSS OF RENT

(only Operative if Stated in the Schedule)

section 2 definitions.

(also refer to the Policy Definitions)

Indemnity Period	The period during which the Business results are affected due to the Damage , starting from the date of the Damage and lasting no longer than the number of months shown as the Indemnity Period in the Schedule.
Loss of Rent	The amount by which the Rent during the Indemnity Period falls short of the Rent which but for the Damage would have been received.
Records	Your books of account or other Business books or records.
Rent	The Money paid or payable to You in the course of Your Business from the letting of the Premises

standard cover.

What is Covered	What is Not Covered
<p>Loss of Rent resulting from Damage as insured by Section 1 – Property Damage – and where liability is admitted under a policy of insurance covering Your interest in such Property.</p> <p>The amount payable will be:</p> <p>(a) Loss of Rent</p> <p>less any savings during the Indemnity Period in respect of business charges or expenses payable out of Rent which reduce or stop due to the Damage.</p> <p>If, at the time of the Damage, the Sum Insured for Loss of Rent is less than the Rent which would have been receivable during the twelve months from the date of the Damage (proportionately increased where the Indemnity Period exceeds twelve months), You will be responsible for the difference and bear a proportionate share of the loss.</p>	<p>We will not compensate You if:</p> <p>(a) You:</p> <ul style="list-style-type: none">(i) agree a composition or arrangement with creditors(ii) agree a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act)(iii) have an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator(iv) have a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or have a provisional liquidator, receiver, or receiver and manager of the Business duly appointed(v) have an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or have possession taken by or on behalf of the holders of any debentures secured by floating charge or of any Property comprised in or subject to the floating charge <p>(b) Your interest ceases otherwise than by Your death</p> <p>unless We issue written agreement stating otherwise</p>

section 2 cover enhancements.

Alternative Accommodation or Loss of Rent

If **Your Property** is uninhabitable due to loss or **Damage**, due to a valid claim under this section **We** will pay for:

- i) the cost of alternative accommodation for **Your** tenant(s) while **Your Property** is being repaired, or
- ii) rent which should have been paid to **You**, until the **Property** is fit for habitation again.

Payments will continue for the shortest amount of time necessary to restore **Your Property** to a habitable condition.

The most **We** will pay for Residential Loss of Rent or Alternative Accommodation is 20% of the **Buildings Sum Insured**

This extension will not respond where a valid claim has not been accepted by **Us** under this section. **We** will not pay any costs which have not been agreed by **Us** in advance.

SECTION 3 | PROPERTY OWNERS LIABILITY

standard cover.

What is Covered	What is Not Covered
<p>We will pay up to the Sum Insured shown on Your Policy Schedule for Your legal liability in the areas below.</p>	<p>The Excess as detailed in Your Policy Schedule</p>
<p>Property Owners Liability</p> <p>We will pay for Your legal liability to any person, in respect of all sums for which You are legally liable, as the owner of the Buildings</p> <ul style="list-style-type: none"> i) to pay as compensation for accidental death or Injury to any person, or ii) loss or Damage to third party Property. <p>We will also pay legal costs and expenses You become subject to with Our written permission in the defence of any claim made against You.</p> <p>We will pay up to a maximum of £2,000,000 in total for a claim in connection with any one claim or series of claims made against You, arising out of any one event occurring during the Period of Insurance and arising out of and in the course of employment within the United Kingdom.</p>	<p>Any liability relating to or arising from:</p> <ul style="list-style-type: none"> a) death or illness or bodily Injury to You, Your family or any person who is engaged in Your service b) loss or Damage to any Property that You, Your family, or Your domestic employees own or are responsible for c) any claim arising directly or indirectly from the transmission of any communicable disease d) Damage to Property under Your custody or control e) any claim arising out of any business, other than through private letting of Your Property f) any claim arising out of the ownership, possession or operation of: <ul style="list-style-type: none"> i) any power operated lift ii) any aircraft or watercraft iii) a caravan, whilst being towed iv) any dogs designated as dangerous under the Dangerous Dogs Act 1991

- g) any claim arising out of ownership or use of any land or **Building** not situated within the **Buildings** as specified in **Your Policy Schedule**
- h) any claim arising out of **Pollution** or **Contamination** (unless it is caused by oil leaking from:
 - i) any fixed heating installation in **Your Property**
 - ii) any domestic appliance in **Your Property**)
- i) any claim where **You** are entitled to indemnity under any other insurance.
- j) 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.

Public Liability

We will pay for **Your** legal liability as the owner of the **Landlord's Contents** for **damages You** have to pay if someone makes a claim against **You** for:

- i) accidental death or illness of, or bodily **Injury** to, any person
- ii) accidental loss of or **Damage** to third party **Property**

that happens within the **Period of Insurance** on **Your Policy Schedule**.

We will also pay legal costs and expenses **You** become subject to with **Our** written permission in the defence of any claim made against **You**.

We will pay up to a maximum of £2,000,000 in total for a claim in connection with any one claim or series of claims made against **You**, arising out of any one event occurring during the **Period of Insurance** and arising out of and

Any liability relating to or arising from:

- a) death or illness of or bodily **Injury** to **You, Your** family or any person who is engaged in **Your** service
- b) loss or **Damage** to items belonging to or being looked after by **You, Your** family, or **Your** domestic staff
- c) death, illness, injury, loss, or **Damage** caused by an agreement (unless that liability would have existed anyway).
- d) **You** owning, keeping or using any:
 - i) mechanically propelled vehicle (other than a private garden vehicle) operated within **Your Property**
 - ii) a caravan, whilst being towed

in the course of employment within the **United Kingdom**.

- iii) aircraft, watercraft, drones or model aircraft
 - iv) hoverboards, air boards, self-balancing boards or scooters
 - v) animals (including horses, ponies, donkeys, or mules) but not domestic pets
 - vi) power operated lift
 - vii) dangerous dogs as described under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1983 and any updates to that legislation.
- e) any claim arising directly or indirectly from the transmission of any communicable disease
 - f) any claim arising out of **Pollution** or **Contamination** (unless it is caused by oil leaking from:
 - i) any fixed heating installation in **Your Property**
 - ii) any domestic appliance in **Your Property**)
 - g) any claim arising out of any business, other than through private letting of **Your Property**
 - h) any claim where **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

SECTION 4 | EMPLOYERS LIABILITY

(only operative if stated in the Schedule)

What is Covered	What is Not Covered
<p>We will pay up to the Sum Insured shown on Your Policy Schedule for You legal liability in the areas below.</p>	<p>The Excess as detailed in Your Policy Schedule</p>
<p>Accidents to Employees</p> <p>We will pay for damages and claimants' costs and expenses which You become legally liable to pay as compensation for</p> <ul style="list-style-type: none"> (a) accidental death of, or (b) bodily injury <p>sustained by an Employee arising out of the course of employment by You in connection with the maintenance, care or upkeep of the Property during the Period of Insurance.</p> <p>We will also pay legal costs and expenses You become subject to with Our written permission in the defence of any claim made against You.</p> <p>We will pay up to a maximum of £5,000,000 in total for a claim in connection with any one claim or series of claims made against, arising out of any one event occurring during the Period of Insurance and arising out of and in the course of employment within the United Kingdom.</p>	<p>a) Any liability:</p> <ul style="list-style-type: none"> i) arising directly or indirectly from the transmission of any communicable disease or virus by You or any member of Your family ii) arising from any business or profession other than through private letting of Your Property iii) for death of, bodily Injury to, or illness or disease to You or Your family iv) for which compulsory insurance or security is required by any road traffic legislation. <p>b) Any agreement (unless You would have been liable had the agreement not been made).</p> <p>c) Any claim or other proceedings against You or Your family lodged or prosecuted in a court outside the United Kingdom.</p>

SECTION 5 | EQUIPMENT BREAKDOWN

(only Operative if Stated in the Schedule)

how We use Your information.

We are the controller of any personal information (for example, names, addresses, telephone numbers, job titles or dates of birth) **You** provide to **us**, or which is processed in connection with **Your** policy. **We** collect and process information about **You** that **We** consider to be necessary in order to make decisions about the cover **We** provide to **You**, any claims **You** make, or to detect and prevent fraud. **We** also may record incoming and outgoing telephone calls with **You** for training, monitoring and quality control purposes.

We may share **Your** information with, and obtain information about **You** from, companies within the Munich Re Group, other insurers, **Brokers**, loss adjusters, credit reference agencies, fraud prevention agencies or other third parties who provide services on **Our** behalf.

For further details on how **Your** information is used and **Your** rights in relation to **Your** information, please see **Our** Privacy statement at <https://www.munichre.com/HSBEIL>.

The above firms' FCA details can be checked on the Financial Services Register by visiting the FCA Website: www.fca.org.uk or by contacting the FCA on 0800 111 6768.

Insuring Agreement

Subject to all of the provisions stated herein and in the policy of which this Section is intended to be part, **We** agree to provide insurance for direct physical loss or **Damage** and any specified consequential loss from an Accident to Covered equipment at the premises specified in the **Policy Schedule** subject to a maximum liability of £5,000,000 for any one Accident.

This cover will apply only where the **Property Damage** and Loss of Rent sections of the policy are shown as effective under the **Policy Schedule** for the current **Period of Insurance**.

section 5 definitions.

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

<p>Accident(s)</p>	<ul style="list-style-type: none"> (a) electrical or mechanical Breakdown including rupture or bursting caused by centrifugal force.artificially generated electrical current including electric arcing that damages electrical devices, appliances or wires. (b) Explosion or Collapse of Covered Equipment operating under steam or other fluid pressure. (c) loss or Damage to hot water boilers other water heating equipment, oil or water storage tanks or other Covered Equipment operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment. (d) loss or Damage caused by operator error that results in the overloading of covered equipment. <p>All Accidents that are the result of the same event will be considered one Accident</p>
<p>Biomass and biogas installations</p>	<p>any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant, including anaerobic digesters, storage tanks, augers, screeners, scrubbers, boilers, gas engines, generators, heat exchangers, pumps and motors.</p>
<p>Breakdown</p>	<ul style="list-style-type: none"> (a) the actual breaking, failure, distortion or burning out of any part of the Covered Equipment whilst in ordinary use arising from defects in the Covered Equipment causing its sudden stoppage and necessitating repair or replacement before it can resume work; (b) fracturing of any part of the Covered Equipment by frost when such fracture renders the Covered Equipment inoperative; (c) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary; (d) Electronic Derangement
<p>Collapse</p>	<p>the sudden and dangerous distortion (whether or not attended by rupture) of any part of the Covered Equipment caused by crushing</p>

	stress by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents)
Computer equipment	Building management control systems
Computer media	all forms of electronic, magnetic and optical tapes and discs for use in any Computer Equipment
Covered equipment	<p>equipment owned by You or for which You are responsible at the premises specified in the</p> <p>Policy Schedule:</p> <ul style="list-style-type: none"> i) which is built to operate under vacuum or pressure (other than the weight of its contents); or ii) that generates, transmits, stores or converts energy; or iii) which is Computer Equipment. <p>Excluding:</p> <ul style="list-style-type: none"> (a) any supporting structure, foundation, masonry, brickwork or cabinet. (b) any insulating or refractory material. (c) any vehicle, aircraft, floating vessels or any equipment mounted thereon (other than vehicle recovery crane or equipment which is included but not the actual vehicle). (d) self propelled plant and equipment (other than fork lift trucks and pallet trucks used by You at Your premises) dragline, excavation or construction equipment. (e) equipment manufactured by You for sale. (f) safety or protective devices due to their functioning. (g) tools, dies, cutting edges, crushing surfaces, trailing cables, non-metallic linings, driving belts or bands or any part requiring periodic renewal. (h) any electronic equipment (other than computer equipment) used for research, diagnostic, treatment, experimental or other medical or scientific purposes with a new replacement value in Excess of £30,000, (i) any manufacturing production or process equipment including linked Computer Equipment. (j) any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw. (k) any kitchen and food preparation equipment, laundry and cleaning equipment, audio-visual equipment and computer equipment whilst in a private dwelling or private dwelling quarters (unless such equipment is Your Property or for which You are responsible). (l) any Biomass or Biogas installation

	(m) any Hydroelectric Installation
Cyber event	<p>(a) a Failure of electronic equipment to correctly recognise, process or store any data.</p> <p>(b) a hostile, malicious, illegal or transgressive act committed through electronic systems or, including but not limited to:</p> <ol style="list-style-type: none"> I. a virus (a program, code, programming instruction or any set of instructions intended to Damage, interfere with or have a negative effect on computer programs, Data or operations); II. hacking (unauthorised access to any computer or other electronic equipment); III. a denial of service attack (any actions or instructions intended to Damage, interfere with or affect the availability or performance of networks, network services, network connectivity or telecommunication systems).
Electronic derangement	<p>Malfunction of the computer equipment or electronic circuitry controlling or operating the</p> <p>Covered Equipment that is not accompanied by visible Damage and requires replacement of one or more insured components of the Covered Equipment in order to restore it to its normal operation.</p> <p>Electronic derangement does not include:</p> <ol style="list-style-type: none"> (a) the rebooting, reloading or updating of software or firmware. (b) the incompatibility of Covered Equipment with any software or equipment installed, introduced or networked within the previous 30 days. (c) the Covered Equipment being of insufficient size, specification or capacity. (d) malfunction resulting from causes excluded under Exclusion 2 of this Section.
Explosion	the sudden and violent rending of Covered Equipment by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the Covered Equipment together with forcible ejection of the contents
Hazardous substance	any substance, other than ammonia, that has been declared to be hazardous to health by a governmental agency
Hired in plant	mechanical, electrical or manually powered implements; materials containment; preparation and handling equipment; scaffolding, staging ladders and similar equipment; site huts, cabins or similar contractors plant and equipment hired in by You

Hydroelectric installations	<p>Any equipment, machinery, dam and weir used in connection with running a hydroelectric-power station, including turbines, sluice gates, screens, screeners, pumps, motors, generators, gearboxes, engines, alternators and associated equipment.</p> <p>Hydroelectric installations also include any substation and distribution transformer, switchgear, meter, cabling, telecommunication and monitoring device, Building and converter housing (including fixtures and fittings), and security equipment.</p>
Infectious agent	any transmissible bacterium, microorganism, virus or other pathogen that induces or is capable of inducing an infectious disease
Manufacturing production or process equipment	any machine or apparatus (other than boilers, lifts, fork lift trucks, dock levellers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by You and any equipment which exclusively serves such machinery or apparatus
Pandemic impact	<p>any of the following if they are caused by, result from, arise out of or related to a pandemic:</p> <ul style="list-style-type: none"> (a) sickness, disability or death; (b) civil or military actions or orders, including confiscation; curfews; evictions; quarantines; restricted access to Buildings or other Property and restricted travel; (c) strikes, riots or civil commotion; (d) actions taken or refused to be taken by individuals or businesses: (e) any other actions, advice or restrictions put in place by either the Government or competent, local, civil or military authority in order to hinder, defend against or respond to any infectious agent or pandemic or fear or threat of an infectious agent or pandemic
Service provider	a business that You hire under a written contract to perform services on Your behalf in connection with Your business
Transit	the loading, unloading and movement of Covered Equipment (owned by You or for which You are responsible) other than by air or sea unless the sea transit is by roll-on/roll-off ferry

section 5 extensions of cover and sub limits.

The following Extensions of cover apply to loss or **Damage** caused by or resulting from an Accident to Covered equipment.

Our liability for the extensions of cover shall be £5,000,000 unless there is a sub limit shown in the extension text.

1. Away from premises

We shall provide insurance for direct physical loss or **Damage** and any specified consequential loss from an Accident to Covered Equipment:

- (a) during Transit anywhere in the **United Kingdom**, the Channel Islands, the Isle of Man.
 - i) whilst temporarily removed from the premises specified in the **Policy Schedule** to anywhere within the **United Kingdom**, the Channel Islands, the Isle of Man: as long as the Covered Equipment remains under **Your** control, or
 - ii) if it is removed for the purpose of repair, replacement, restoration, service or modification.

2. Hazardous Substances

We shall be liable for the additional cost to repair or replace Covered Equipment because of **Contamination** by a Hazardous Substance including any additional expenses incurred to clean up or dispose of such **Property**.

Our liability shall not exceed £10,000 any one Accident in respect of such additional costs.

3. Reinstatement of Data and Computer Increased Costs of Working

Unless otherwise excluded, **We** shall be liable for the following costs incurred in consequence of an Accident to or Electronic Derangement of Computer Equipment, including such loss or **Damage** which occurs at **Your** service Provider(s) premises:

- A) Reinstating **Data** lost or **damaged**.

Our liability shall not exceed £50,000 any one Accident. Provided that:

 - (a) liability is limited solely to the cost of reinstating **Data** onto Computer Media.
 - (b) **We** shall not be liable for loss of or **Damage** to software.
- B) Reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to **Your** computer operations.

Our liability shall not exceed £50,000 any one Accident in respect of such additional costs.

Loss of Rental Income

Provided that the Loss of Rent extension of this Policy is operative **We** shall be liable for financial loss caused by or resulting from an Accident to Covered Equipment, including such loss or **Damage** which occurs at **Your** Service Provider(s) premises.

Our liability in any one **Period of Insurance** shall not exceed £100,000 under this extension.

We shall not be liable under this extension for any loss resulting from Extension 10 **Damage** to Own Surrounding **Property**.

Public Authorities/Law or Ordinance

If an Accident to Covered Equipment **Damages** a **Building** that is covered under this Policy and the loss is increased by enforcement of any public authority ordinance or law in force at the time of the Accident that regulates the construction or repair of **Buildings** or establishes zoning or land use requirements **We** shall be liable for the following additional costs to comply with such ordinance or law:

- a) **Your** actual expenditures for the cost to demolish and clear the site of undamaged parts;
- b) **Your** actual expenditures for increased costs to repair rebuild or construct the building. If the **Building** is repaired or rebuilt it must be intended for similar use or occupancy as the current **Building** unless otherwise required by zoning or land use ordinance or law.

We shall not be liable for:

- i) any fine.
- ii) any liability to a third party.
- iii) any increase in loss due to a Hazardous Substance (other than as specifically insured under Extension of Cover 2).
- iv) increased construction costs until the **Building** is actually repaired or replaced.
- v) This extension is within and does not increase the limit of liability shown above.

4. Public Relations Costs

In the event of financial loss, and with **Our** prior written agreement, **We** will pay the cost for the services of a professional public relations firm to assist **You** in creating and disseminating communications to:

- a) the media.
- b) the public.
- c) **Your** customers and clients.

5. Expediting Expenses

With respect to **Damaged** Covered Equipment **We** shall be liable for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement.

Our liability shall not exceed £20,000 any one accident under this extension.

6. Hire of Substitute Item

If Covered Equipment is **Damaged** as a result of an Accident **We** shall be liable for the cost of hire charges actually incurred by **You** during the **Period of Insurance** for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or **Damaged**.

Our liability shall not exceed £10,000 any one Accident under this extension.

7. Storage Tanks and Loss of Contents

The insurance under this Policy extends to include **Damage** caused by an Accident to oil storage tanks or water tanks including connected pipework belonging to **You** or for which **You** are responsible at the premises. In addition this extension covers loss of the contents of oil storage tanks caused by:

- a) escape of contents – leakage discharge or overflow from the oil storage tanks caused by or resulting from an Accident;
- b) **Contamination – Contamination** of the contents of oil storage tanks caused by or resulting from an Accident

including cleaning costs incurred as a result of such loss.

Our liability shall not exceed £10,000 any one accident under this extension.

8. Damage to Own Surrounding Property

We will pay for **Damage to Property** at the premises belonging to **You** or in **Your** custody and control and for which **You** are responsible directly resulting from the Explosion or Collapse of any Covered Equipment operating under steam pressure.

Our liability shall not exceed £2,000,000 any one accident under this extension.

9. Additional Access Costs

Provided that the Loss of Rent section of this Policy is operative **We** shall be liable under this extension for any necessary additional costs incurred in order to gain access to repair or replace the Covered Equipment following an Accident.

Our liability shall not exceed £20,000 any one Accident under this extension.

10. Debris Removal

We shall be liable under this extension for costs incurred in the removal of debris and protection of Covered Equipment following an Accident.

Our liability shall not exceed £25,000 any one Accident.

11. Repair Costs Investigation

With **Our** prior written agreement **We** will pay costs relating to repair investigations and tests by consulting engineers for **Damage** to Covered Equipment following an Accident for an amount not exceeding £25,000 any one Accident.

We shall not be liable under this extension for fees incurred in preparing a claim.

12. Hired In Plant Extension

We will indemnify **You** in respect of Hired in Plant against **Your** legal liability under the terms of the hiring agreement to pay:

- a) for physical loss of or **Damage** to the plant;
- b) continuing hiring charges for the plant following loss or **Damage** insured under a) whilst the plant is at any premises stated in the **Policy Schedule** and whilst in Transit (other than by sea or air) from one premises to another.

Provided that:

The insurance provided by this extension will only indemnify **You** to the extent required by:

1. The Model Conditions for the Hiring of Plant recommended by the Construction Plant-hire Association or the Scottish Plant Owners Association or conditions not more onerous; or
2. specific conditions agreed by **Us** in writing and endorsed hereon.

In the event of a loss involving hire conditions more onerous than those covered by this extension the indemnity provided will be limited to liability under 1. Or 2. Above as applicable.

For the insurance provided under this extension to be operative during any operation in which a load is shared between any items of lifting plant or lifting equipment (whether insured under this extension or not), the lifting operation must be conducted in accordance with BS7121.

We will not be liable for:

1. loss or **Damage** to any **Property** on free loan or hire purchase to **You**.
2. loss or **Damage** to:
 - a) licensed cars, lorries, vans, trucks or other road vehicles which are used in circumstances requiring insurance under any road traffic legislation (other than contractors plant as a tool of trade);
 - b) quad bikes or motorcycles.
3. unaccountable losses or losses discovered on the occasion of checks or inventories unless the Insured can produce reasonable proof that such losses are as a result of an identifiable incident.
4. loss of use of the **Property** insured by this extension or consequential loss of any kind.
5. Where legal proceedings have been initiated against **You** with respect to an indemnifiable incident under this extension the **Insurer** will, with its written consent, pay all legal expenses actually incurred by **You**.

This extension is subject to a limit of £20,000 in the aggregate during any one **Period of Insurance**.

13. Energy Efficiency Improvements

With **Our** prior written agreement **We** will pay the additional cost to replace the **Damaged** Covered Equipment following an Accident with similar equipment that is better for the environment, safer and more efficient than the Covered Equipment being replaced.

Our liability shall not exceed 25% of the new replacement cost of the **Damaged** Covered Equipment or £25,000 whichever is less.

14. Basis of Claims Settlement

As described in the **Property Damage** and Loss of Rent sections of this policy.

section 5 additional conditions.

1. Precautions

You shall exercise due diligence in:

- a) complying with any statute or order.
- b) ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations, and in taking reasonable precautions to prevent loss or **Damage**.

2. Back-Up Records

You must back up original **Data** at least every 7 days

If a Service Provider processes or stores **Data** for **You**, **You** must make sure that the terms of the contract with the Service Provider allows for **Data** to be backed up in line with this condition.

You must take precautions to make sure that all **Data** is stored safely.

If **You** fail to keep to this condition, **We** may still pay a claim if **You** can show that formal procedures are in place to keep to this condition and that the **Failure** was an accidental oversight or as a result of circumstances beyond **Your** control.

3. More Than One Insured

If more than one Insured is named in the schedule, the first named Insured will receive all notices and agree any changes to the policy and will be treated as acting for all the named Insureds. **We** will not remove any named Insured without their permission.

For any claim, the total amount **We** will pay will not be more than the amount stated under 'Basis of Claims Settlement', regardless of the number of people or organisations insured by the Policy.

section 5 exclusions.

The following exclusions are in addition to those in the Policy to which this Section is attached.

1. **We** will not be liable for loss or **Damage** caused by or resulting from a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment.
2. **We** will not be liable for loss or **Damage** of any kind caused by a Cyber Event.
3. **We** will not be liable for loss or **Damage to Data** or Computer Media of any kind caused by:
 - (a) programming error or programming limitation;
 - (b) **Loss of Data** (other than as specifically provided for under Extension of Cover 3Areinstatement of Data);
 - (c) loss of access;
 - (d) loss of use;
 - (e) loss of functionality.
4. **We** will not be liable for loss or **Damage** caused by:
 - a) depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions.
 - b) any condition which can be corrected by resetting, calibrating, realigning, tightening, adjusting or cleaning or by the performance of maintenance.

But if loss or **Damage** from an Accident results **We** will be liable for that resulting loss or **Damage**.

5. **We** will not be liable for loss or **Damage** recoverable under any maintenance agreement or any warranty or guarantee.
6. **We** will not be liable to pay for any claim, cost or loss caused by or resulting from **Your** commercial decision to stop trading, or the decision of a Service Provider to stop or reduce trade with **You** or restrict services.
7. **We** will not be liable for any loss, **Damage**, cost or expense caused by, either directly or indirectly, in connection with, or any action taken to hinder, defend against or respond to any Infectious Agent, Pandemic or Pandemic Impact or the fear or threat (whether actual or perceived) of any Infectious Agent, Pandemic or Pandemic Impact.

This exclusion applies regardless of any other cause or event that in anyway contributes concurrently or in any sequence to the loss, cost or expense, and regardless whether or not there is any declaration of an outbreak of a pandemic by the World Health Organisation or any authorised national or international body or legal jurisdiction.

8. **We** will not be liable for any claim for loss or **Damage** caused to or liability arising from **Damage** to any:
 - a) nuclear material;
 - b) Covered Equipment in the high radioactivity zone or area of any nuclear installation; or
 - c) Covered Equipment at sites or installations directly involved in the production use or storage of nuclear material.

9. **We** will not be liable for any claim caused by or resulting from **Pollution**, except as shown in Extension of cover 2 – Hazardous substances.

10. **We** will not be liable for any claim caused by or resulting from any intentional act or **Failure** by **You**, unless this is a measure to prevent or reduce **Damage** or financial loss.

SECTION 6 | TERRORISM

(only operative if stated in the Schedule)

section definitions.

(also refer to the Policy Definitions)

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

Act of Terrorism	Means acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of His Majesty's government in the United Kingdom or any other government de jure or de facto.
Computer System	Means a computer or other equipment or component or system or item which processes stores transmits or receives Data.
Covered Loss	Means all losses arising under any of the Heads of Cover as a result of Damage to or the destruction of Property in the Territory, the proximate cause of which is an Act of Terrorism.
Damage	Means loss destruction or damage
Data	Means Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, file interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, Websites, or any information whatever.
Denial of Service Attack	Means any actions or instructions constructed or generated with the ability to Damage , interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems. Denial of Service Attacks include, but are not limited to, the generation of Excess traffic into network addresses, the exploitation of system or network Weaknesses, the generation of Excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems

Event	Means all individual losses arising in respect of a continuous period of seventy two (72) hours of which the proximate cause is the same Act of Terrorism and You may choose the date and time when any such period of 72 hours shall commence provided that no two periods overlap and no period commences earlier than the date and time of the happening of the first recorded individual loss to You as a result of the Act of Terrorism in question; and an Event shall be taken to arise when which such 72 hour period commences, notwithstanding that it may extend beyond the time limit of the expiry of the contract of insurance concerned.
Excess	The amount(s) specified in this Section and the Schedule which We will deduct from each and every claim at each separate location. The amount(s) to be deducted after the application of any Average condition
Hacking	Means unauthorised access to any Computer System, whether Your Property or not.
Heads of Cover	Means any of the following types of cover: <ul style="list-style-type: none"> a) Buildings and Completed Structures b) Other Property (including contents, engineering, contractors and computers) c) Business Interruption d) Book Debts <p>Provided always that each Head of Cover shall be deemed to be a separate Head of Cover whether the item insured is insured under separate policies, under separate terms of a policy or under separate sections of combined or package policies</p>
Nuclear Installation	Means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for: <ul style="list-style-type: none"> a) the production or use of atomic energy; b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.
Nuclear Reactor	Means any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process

	in which a controlled chain reaction can be maintained without an additional source of neutrons.
Phishing	Means any access or attempted access to Data made by means of misrepresentation or deception.
Private Individual	<p>Means any person other than</p> <ul style="list-style-type: none"> • a beneficiary trustee or body of trustees where insurance is arranged in accordance with the terms of a trust • a person who owns or is otherwise insured in respect of Residential Property for their business as a sole trader • a person who owns or is otherwise insured in respect of Residential Property of which in Excess of 20% is commercially occupied provided that if the Property is a private dwelling house or a self-contained unit insured as part of a block of flats and is occupied as a private residence by a beneficiary or a trustee of the trust in question or sole trader or by a beneficiary or an executor of the will in question or the Property is located in premises owned by any such person the Property insured shall be deemed to be insured in the name of a Private Individual. <p>The definition of Private Individual shall include two or more persons where insurance is arranged in their several names and/or the name of the Insured includes the name of a bank or Building society or other financial institution for the purpose of noting their interest in the Property insured.</p>
Property	<p>For the purposes of this Section only, all Property whatsoever, but excluding:</p> <ol style="list-style-type: none"> (1) any land or Building which is occupied as a private residence or any part thereof which is so occupied, unless <ol style="list-style-type: none"> (a) insured under the same contract of direct insurance as the remainder of the Building which is not a private residence or (b) not insured in the name of an individual (2) any Nuclear Installation or Nuclear Reactor and all Fixtures and Fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.
Residential Property	Means private dwelling houses and flats (including household contents and personal effects as insured).

Territory	Means England, Wales, and Scotland but not the territorial sea adjacent thereto as defined by the Territorial Sea Act 1987 nor the Channel Islands, the Isle of Man or Northern Ireland.
Treasury	The Lords Commissioners of HM Treasury from time to time or any successor relevant authority.
Virus or Similar Mechanism	<p>Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to Damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not.</p> <p>The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to Damage, interfere with, adversely affect, infiltrate or monitor as above.</p>

Cover

In consideration of the payment of the Terrorism Premium for the relevant **Period of Insurance** the insurance by this Policy is extended (subject to the Exclusions below) to include

a) all losses under any of the Heads of Cover as a result of **Damage** or destruction of the **Property** in the Territory, the proximate cause of which is an Act of Terrorism.

As insured by this Policy in the Territories stated below

Provided that **Our** liability shall not exceed in any one **Period of Insurance**

- in all the total **Sum Insured**
- for any item its **Sum Insured** or any other stated limit of liability in the Schedule or elsewhere in the Policy

whichever is the less

Subject always to the Limits applying to Terrorism insurance shown against the Territories stated below after application of all insurance provisions including any excess

Territory	Limit of Liability
England, Wales, and Scotland	As specified in policy
Elsewhere in the world	Not insured

Exclusions

The insurance by this Section is not subject to any of the Exclusions of this Policy, except the following:

This terrorism Insurance does not cover

- (a) any loss whatsoever directly or indirectly caused by or contributed to by or arising from riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power;
- (b) any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from;
 - 1) **Damage** to or the destruction of any Computer System or
 - 2) any alteration, modification, distortion, erasure or corruption of Data

in each case whether **Your Property** or not, where such loss is directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack.

Proviso to Exclusion b)

save that Covered Loss otherwise falling within this Exclusion b) will not be treated as excluded by Exclusion b) solely to the extent that such Covered Loss:

- (i) results directly (or, solely as regards (ii) (c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, **Damage** to or movement of **Buildings** or structures, plant or machinery other than any Computer System; and
- (ii) comprises;
 - (a) the cost of reinstatement, replacement or repair in respect of **Damage** to or destruction of **Property** insured by **You**; or
 - (b) the amount of business interruption loss suffered directly by **You** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either **Damage** to or destruction of **Property** insured by **You** or as a direct result of denial, prevention or hindrance of access to or use of the **Property** insured by **You** by reason of an Act of Terrorism causing **Damage** to other **Property** within one mile of the **Property** insured by **You** to which access is affected; or
 - (c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result

of **Damage** to or destruction of **Property** and any additional costs or charges reasonably and necessarily paid by the **You** to avoid or diminish such loss and is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

(iii) The meaning of "**Property**" for the purposes of this Proviso shall (additionally to those exclusions in the definition of "**Property**" below and anywhere else) exclude:

- (a) any **Money** (including "Money" as defined in any insurance policy), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
- (b) any Data

(iv) Notwithstanding the exclusion of **Data** from **Property**, to the extent that **Damage** to or destruction of **Property** within the meaning of sub-paragraph

(ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph (i) above results directly or indirectly from any alteration, modification, distortion erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from **Damage** to or destruction of such **Property** and otherwise falling within sub-paragraphs (i) and (ii) above from being recoverable under this Terrorism Insurance. In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **Data** be recoverable under this Terrorism Insurance.

(v) For the avoidance of doubt, the burden of proof shall be on **You** to prove or establish all the matters referred to in sub-paragraphs (i) to (ii) above.

(c) **Damage** or consequential loss arising from such **Damage** to any Nuclear Installation or Nuclear Reactor and all **Fixtures and Fittings** situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor, but this Exclusion shall not exclude loss arising from **Damage** to other types of **Property** arising from an Act of Terrorism occurring at the site of a Nuclear Installation or Nuclear Reactor.

(d) any Residential **Property** insured in the name of a Private Individual Special Conditions Applicable to Terrorism Insurance

1. **We** will not indemnify **You** unless and until
 - a. HM Treasury has certified that an event or events have been an Act of Terrorism; or
 - a Tribunal constituted under the terms of Schedule 3 to a Retrocession Agreement between Pool Reinsurance Company Ltd and HM Treasury has determined that an event or events have been an Act of Terrorism
2. Any conditions or terms which provide for adjustments of premium based on declarations on expiry of the **Period of Insurance** shall not apply to Terrorism insurance
3. Any long-term agreement or undertaking applying to this Policy shall not apply to Terrorism insurance.

section 6 conditions.

(also refer to the Policy Conditions)

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

- (1) **We** may cancel the cover provided by this Section by sending **You** 30 days written notice to **Your** last known address. **We** will refund a proportionate part of any premium paid for the unexpired period provided that there has been no
 - (a) claim(s) made under this Section for which **We** have made a payment or which are still under consideration
 - (b) incident(s) which **You** are aware of and are likely to give rise to a claim which has already been or is yet to be reported to **Us** during the current **Period of Insurance**. If in relation to any claim **You** have failed to fulfil any of the following conditions, **We** will not pay that claim.

You must

- (2) declare to **Us** all **Property** and/or premises owned by **You**, or for which **You** are responsible, and, if applicable, all Business Interruption and Book Debt exposures, including all **Property** and/or premises, Business Interruption and Book Debts of subsidiary companies
- (3) purchase Terrorism cover from a Pool Reinsurance Company Limited member company in respect of all
 - (a) such **Property** and/or premises and
 - (b) such Business Interruption and Book Debts unless **We** agree otherwise in writing

SECTION 7 | LEGAL EXPENSES

(only Operative if Stated in the Schedule)

This Section is an optional extension in cover to the Bspoke **Property** Owners Policy Wording and it is underwritten independently of the main Bspoke **Property** Owners Policy.

terms of cover.

This insurance is managed and provided by Arc Legal Assistance Limited. The insurance elements of this section are underwritten by the Insurer, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a conflict of interest arises. Where it is necessary to start court proceedings or a conflict of interest arises and **You** want to use a legal representative of **Your** own choice, Advisers' Costs payable by **Us** are limited to no more than (a) **Our** Standard Advisers' Costs; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

Claims must be reported to **Us** within 180 days of the Insured Event other than in relation to section of cover Tenant Eviction where claims must be submitted within 45 days of the Insured Event. Notification will only be deemed to have been made upon receipt by **Us** of a fully completed claim form accompanied with all requested supporting documentation.

Failure to notify the claim within this time will invalidate the insurance.

The insurance covers Advisers' Costs up to the Maximum Amount Payable where:-

- a) The Insured Event takes place in the **Period of Insurance** and within the **Territorial Limits** and
- b) The Legal Action takes place in the **Territorial Limits**.

This insurance does not provide cover where something **You** do, or fail to do, prejudices **Your** position or the position of the **Insurer** in connection with the Legal Action.

important conditions.

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Two of the main conditions to this insurance are that:

Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of **Money** at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent Adviser. If the Adviser determines that there is not a 51% or greater chance of success, then **We** may decline or discontinue support for **Your** case.

Proportional Costs

An estimate of the Advisers' Costs to deal with **Your** claim must not be more than the amount of **Money** in dispute. The estimate of the Advisers' Costs will be provided with the assessment of **Your** case and will be carried out by the independent Adviser. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

Giving the Insurer all the important information

If You are a private individual the following applies to You:

When the **Insurer** accepts **Your** application for this insurance, it relies on the information **You** give. **You** must take reasonable care to give full answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information **You** give is not full or is untrue **Your** cover may be affected and the **Insurer** might

- might cancel **Your** policy and refuse to pay any claim or
- not pay the full amount of the claim.

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

- is going to cancel **Your** policy; or
- needs to change the terms of **Your** policy; or
- needs **You** to pay more for **Your** insurance.

If **You** realise that information **You** have given is incomplete or untrue, **You** must inform **Us**.

If You are part of a partnership, a sole trader, a limited company or other legal entity the following applies to You:

Your Duty of Disclosure

Under the Insurance Act 2015 **You** have a duty to make fair presentation of the risk to the **Insurer** before this policy starts, each time it renews and when **You** make any changes to the cover.

This means **You** must:

- (a) tell **Us** about all the 'material facts' that **You** know about (or ought to know about).
- (b) tell **Us** in a reasonably clear and accessible way.
- (c) make sure that everything **You** state as fact is mainly correct and made in good faith.

What is a Material Fact?

A material fact is information that will influence the Insurers' decision whether or not to insure **You** and, if it does, the terms that will apply.

For the purposes of the duty of fair presentation, **You** are expected to know the following;

- (a) If **You** are an individual (such as a sole trader or individual partner):
 - what is known to **You** and anybody who is responsible for arranging this insurance, or
- (b) if **You** are not an individual (such as a limited company or partnership):
 - what is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised or anybody who is responsible for arranging this insurance).
 - what should reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation (for example by, subsidiaries, affiliates, the **Broker** or any other person who will be covered under this insurance).

if the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform **Us** if **You** have not done so. The reasonable search may be conducted

- by making enquiries or by any other means.
- (c) Whether **You** are an individual or not,
 - what should reasonably be revealed by a reasonable search of the information available to **You**.

Breach of duty

If **You** breach **Your** duty to make fair presentation of the risk to the Insurer, then:

- where the breach was deliberate or reckless, the **Insurer** may avoid this policy, refuse all claims and keep all premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, the **Insurer** would not have agreed to provide cover under the policy on any terms, it might avoid this policy and refuse all claims, but it will return any premiums paid.

- where the breach was neither deliberate nor reckless and, but for the breach, it would have agreed to provide cover under this policy but on different terms (other than premium terms), it might require that this policy includes such different terms with effect from its commencement, and/or
- where the breach was neither deliberate nor reckless and, but for the breach, the **Insurer** would have agreed to provide cover under this policy but would have charged higher premiums, the Insurer's liability for any loss amount payable shall be limited to the proportion that the premium charged bears to the higher premium that would have been charged.

For example: if, due to a breach of fair presentation, **You** were charged a premium of £x but should have been charged £y, then for any claim submitted and agreed at a settlement value of £z, **You** will only be paid £a.

SECTION 7A | RESIDENTIAL AND COMMERCIAL LANDLORDS LEGAL EXPENSES INSURANCE

Legal Helplines

You can use the helpline service to discuss any legal problem occurring within the **United Kingdom**, the Channel Islands and the Isle of Man, and arising during the **Period of Insurance**.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer to act for **You** and **Your** problem is covered under this insurance, the advice line will ask **You** to complete a claim form. If **Your** problem is not covered under this insurance, the advice line may be able to offer **You** assistance under a private funding arrangement.

Simply telephone **01384 887585** and quote “**Bspoke – Specialist Let Landlords**”. To maintain an accurate record **Your** telephone call may be recorded.

sections 7A definitions.

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

Adviser	Our panel solicitor, their agents, or other appropriately qualified person, firm or company appointed by Us to act for You .
Advisers’ Costs	Reasonable legal fees incurred by the Adviser up to the hourly rate shown in Our fee scale ruling at the time the Adviser is instructed and disbursements essential to Your case. Legal costs shall be assessed on the standard basis and third party’s costs shall be covered if awarded against You and paid on the standard basis of assessment.
Data Protection Legislation	The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the Insured Event

Deposit	<p>The sum of Money collected from the Tenant in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) in respect of a Tenancy Agreement to which it applies and held by You or Your agent as an indemnity for losses incurred by You arising from the Tenant failing to perform his obligations set out in the Tenancy Agreement. A minimum amount equal to one month's Rent must be retained as the Deposit.</p> <p>Deposit replacement insurance may be purchased in lieu of a Deposit, however this must meet or exceed the minimum sum above.</p>
Dilapidations Inventory	A full and detailed inventory of Your contents and their condition within the Insured Property which has been signed by the Tenant.
Guarantor	The individual or organisation assigned to the Tenancy Agreement that has received a Tenant Reference and provided a financial guarantee of the Tenant's performance of his obligations under the Tenancy Agreement .
Insured Event	The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.
Insured Property	The Insured Property shown in the Insurance schedule and declared to Insurers.
Insurers	<p>For policies up to and including 31st January 2025 AMTrust Europe Limited</p> <p>For policies from and after 1st February 2025 AMTrust Specialty Limited.</p>
Legal Action	The pursuit of civil legal cases for damages or injunctions and the defence of criminal prosecutions.
Legal Helpline	The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which might give rise to a claim under this insurance.

Maximum	The maximum payable in respect of an Insured Event is stated below:
Amount Payable	<p>Tenant Eviction and £50,000 any one claim Rent Arrears Pursuit:</p> <p>Property Infringement: £50,000 any one claim</p> <p>Property Damage: £50,000 any one claim</p> <p>Legal Defence: £50,000 any one claim</p> <p>Hotel Expenses: £150 per day up to a maximum of 30 days</p> <p>Storage Costs £10 per day up to a maximum of 28 days</p> <p>For the purposes of the Maximum Amount Payable, only one Insured Event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.</p>
Period of Insurance	This insurance provides cover for the same period covered by the insurance product or benefit to which it attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn
Rent	The monthly amount payable by the Tenant to You as set out in the Tenancy Agreement .
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a specialist panel solicitor or their agents
Tenancy Agreement/ Occupation Contract	<p>A Tenancy Agreement between You and the Tenant in relation to the Insured Property which is:</p> <p>a) an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or the Renting Homes (Wales) Act 2016 (as amended) or its equivalent outside of England and Wales but within the Territorial Limits, or</p> <p>(b) a Company Residential Tenancy (Company Let) created after 28th February 1997 where the Tenant is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the Territorial Limits and the Insured Property is let purely for residential purposes of the Tenant's employees and their family, or</p>

	<p>(c) a written common law residential Tenancy Agreement created after 28th February 1997 between individuals where the Rent is in Excess of £100,000 per annum or its equivalent outside of England and Wales but within the Territorial Limits, and which is:-</p> <ul style="list-style-type: none"> i) Appropriate for the tenancy; and ii) Where relevant, signed and independently witnessed by You, the Tenant(s) and if required as a condition of the Tenant Reference, the Guarantor; and iii) Free from any unreasonably restrictive covenants <p>If the Tenancy Agreement is for a commercial Tenant it must be compliant with the Landlord and Tenant Act 1954 (Part 2). The Tenancy Agreement must be for a fixed term of no more than 12 months or if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months.</p> <p>In Wales, a break clause is only possible if it is inserted into a fixed term Occupation Contract of at least two years, and You are not able to enforce this break clause within the first 18 months of an Occupation Contract.</p>
<p>Tenancy Period</p>	<p>The period of the tenancy unless notice to terminate the tenancy was issued by the landlord or Tenant prior to any breach of the terms of the Tenancy Agreement by the Tenant, in which case the Tenancy Period will end at expiry of such notice.</p>
<p>Tenant</p>	<p>The occupier of the Insured Property named in the Tenancy Agreement as the Tenant and who has received a Tenant Reference confirming that he/she can, solely or jointly with another Tenant or other Tenants, afford to cover the cost of the Rent in full.</p>
<p>Tenant Reference</p>	<p>For residential Tenants:</p> <p>A credit check against the Tenant and any Guarantor obtained from a licensed credit referencing company showing no County Court Judgments in the past three years and no outstanding County Court Judgments, together with copies of two forms of identification, one of which must contain a photograph, and a written employers' reference on company letter headed paper confirming their permanent and current employment and that their gross monthly salary is at least a multiple of 2.5 of the Tenant's Rent. If all of the above are not available or in the case of student Tenants or Tenants receiving any income or housing related government</p>

	<p>benefit, a full Tenant Reference showing a Pass on the Tenant and Guarantor must be obtained from Our approved Tenant Referencing Company. Details of these companies are available by referring to the Arc Legal website;</p> <p>http://www.arclegal.co.uk/informationcentre/approved-referencing-list.php.</p> <p>For commercial Tenants:</p> <p>A full comprehensive referencing check showing a pass on the Tenant and Guarantor must be obtained from one of Our approved tenant referencing companies.</p> <p>Details of Our approved tenant referencing companies are available online at http://www.arclegal.co.uk/informationcentre/index.php</p>
Territorial Limits	The United Kingdom .
We/Us/Our	Arc Legal Assistance Limited who administer claims under this insurance on behalf of the Insurers.
You / Your	The individual or organisation shown in the insurance schedule as the policyholder and defined in the Tenancy Agreement as the 'Landlord' who has paid the premium and been declared to Insurers. If You die Your personal representatives will be covered to pursue cases covered by this insurance on behalf of You that arose prior to Your death.

sections 7A standard cover.

Tenant Eviction and Pursuit of Rent Arrears

What is insured

You are covered for Advisers' Costs to pursue:-

- (a) Legal Action against a Tenant or Guarantor to recover possession of the Insured **Property** where the Tenant fails to perform his obligations set out in the **Tenancy Agreement** relating to the rightful occupation of the Insured **Property**
- (b) a Tenant or Guarantor for Rent arrears owed on a tenancy relating to the Insured **Property** once possession has been gained

What is not insured:-

Claims

- a) where **You** fail to provide evidence that **You** successfully completed a Tenant Reference on the Tenant (and Guarantor if required) prior to the start of the **Tenancy Agreement** or where the **Tenancy Agreement** started more than 31 days after the Tenant Reference arising from or connected to **Your** performance of **Your** obligations under the **Tenancy Agreement**
- b) arising from dilapidations unless the missing or **Damaged** items were contained within a Dilapidations Inventory
- c) falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within the **Territorial Limits**
- d) relating to the payment or non-payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended) or any equivalent Act outside of England and Wales but within the **Territorial Limits**
- e) where the eviction of the Tenant is dealt with by a notice issued by the Home Office
- f) where the Insured **Property** is not solely residential
- g) where the Tenant is not aged 18 years or over
- h) where **You** have allowed the Tenant into possession of the Insured **Property** before the **Tenancy Agreement** has been signed by all parties, a Tenant Reference has been obtained, the first month's Rent and the Deposit have been received in cash or cleared funds and the Dilapidations Inventory has been signed by the Tenant
- i) where **You** have failed to keep full and up to date rental records or have allowed the **Tenancy Agreement** to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with
- j) if **You** or **Your** agent gave any false or misleading information when **You** applied for the Tenant Reference
- k) where the Tenant received a Tenant Reference subject to a Guarantor and the Guarantor was not correctly assigned to the **Tenancy Agreement**
- l) where **You** are in breach of any rules, regulations or Acts of parliament relating to the Deposit

- m) in relation to dilapidations by the Tenant to the Insured **Property** or its contents where **You** have a policy of insurance that covers the dilapidations
- n) relating to any occupant of the Insured **Property** over the age of 18, other than the Tenant
- o) where Advisers' Costs have been incurred as a result of **Your Failure** to follow the advice of the Adviser or arising from **Your Failure** to take any action recommended by **Us** or the Adviser to recover possession of the Insured **Property** as promptly as possible
- p) in connection with Occupation Contracts in Wales where **You** are not registered with 'Rent Smart Wales' or **You** do not hold a relevant licence to rent the Insured **Property**.

Property Infringement

What is insured

Legal Action for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the Insured **Property**.

The nuisance or trespass must have commenced at least 180 days after **You** first purchased this insurance.

What is not insured:

Claims arising from a dispute relating to a **Tenancy Agreement** or any other lease or licence to occupy **Property** or land

Property Damage

What is insured

Advisers' Costs to pursue **Your** legal rights for financial compensation for **damages** against a person or organisation that causes physical **Damage** to the Insured **Property**. The **Damage** must have been caused after **You** first purchased this insurance.

Legal Defence

What is insured

You are covered for Advisers' Costs to defend civil and criminal prosecutions brought against **You** in relation to the Insured **Property**.

You must take all reasonable steps to comply with any Regulations and keep evidence of compliance.

What is not insured

Claims arising from something **You** have done, knowing it to be wrongful or ignoring that possibility

Hotel Expenses & Storage Costs

What is insured

- a) Hotel expenses incurred by **You**, whilst **You** try to get a possession order for **Your** Insured **Property** so **You** can live in it subject to the following conditions:
 - i) **You** have nowhere else to stay.
 - ii) A claim under Tenant Eviction is being pursued.
 - iii) Evidence is provided for the costs incurred by **You** staying in a hotel.
 - iv) Cover will cease as soon as possession of the Insured **Property** has been gained and it is in a habitable condition.

- b) Costs incurred by **You** to store **Your** household possessions while **You** are unable to reoccupy the Insured **Property** subject to the following conditions:
 - i) A claim is being pursued under hotel expenses above
 - ii) Evidence is provided for the storage costs incurred by **You**

sections 7A general exclusions.

The following Exclusions apply to this Section and shall keep the same meaning wherever they appear in the Section (also refer to the Policy Exclusions)

There is no cover:

- a) Where the Insured Event occurs within the first 90 days of the **Period of Insurance** where the **Tenancy Agreement** commenced before the **Period of Insurance** unless **You** had continuous previous insurance
- b) Where **You** act, omission or delay prejudices **You** or the Insurers position in connection with the Legal Action or prolongs the length of the claim
- c) Arising from a dispute between **You** and **Your** agent or mortgage lender
- d) Where the Insured Event began to occur or had occurred before **You** purchased this insurance
- e) Where **You** should have realised when purchasing or renewing this insurance that a claim under this insurance might occur
- f) Where **You** have breached a condition of this insurance
- g) Where Advisers' Costs have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- h) For any claim which is not submitted to **Us** within 180 days of the Insured Event occurring other than in relation to section of cover Tenant Eviction and Pursuit of Rent Arrears where claims must be submitted within 45 days of the Insured Event
- i) For Advisers' Costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- j) For **damages**, interest, fines or costs awarded in criminal courts
- k) Where **You** have other legal expenses insurance cover
- l) For claims made by or against Bspoke Insurance Services, the Insurers, the Adviser or Us
- m) For appeals without the prior written consent of Us
- n) Prior to the issue of court proceedings or unless a conflict of interest arises, for the costs of any legal representative other than those of the Adviser
- o) Where an estimate of **Your** Advisers' Costs of acting for **You** is more than the amount in dispute
- p) Where **You** commit, or are alleged to have committed, a criminal offence, or **You** are liable to a civil penalty unless this policy expressly covers **You** in the event of such offence or penalty.

There is no cover for any claim arising from:

- a) Works undertaken or to be undertaken by or under the order of any government or public or local authority
- b) Planning law
- c) The construction of or structural alteration to **Buildings**
- d) Defamation or malicious falsehood

- e) Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation
- f) Any venture for gain or business project of **Yours** other than in relation to **Your** activities as a Landlord
- g) A dispute between persons insured under this policy
- h) An application for Judicial Review
- i) A novel point of law

1. Sanction Limitation and Exclusion Clause

The **Insurer** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

2. Cyber Attack Exclusion

The **Insurer** will not pay for any loss, **Damage**, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.

3. Contracts (Rights of Third Parties) Act 1999

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 other than by virtue of this Act.

sections 7A conditions.

1. Claims

- a) **You** must report claims as soon as possible within 180 days of the Insured Event other than in relation to section of cover Tenant Eviction and Pursuit of Rent Arrears where claims must be submitted within 45 days of the Insured Event, by completing and submitting the claim form with all relevant information.
- b) If Rent is overdue the Tenant and any Guarantor must be contacted within seven days to establish the reason for the default. If the Rent is not paid within a further seven days the Tenant and any Guarantor must be contacted again. If the Tenant/Guarantor cannot be contacted, and it is lawful to do so, **You** or **Your** agent must serve notice of a requirement to undertake an inspection in accordance with **Your** rights within the **Tenancy Agreement** and visit the Insured **Property**. **You** should seek legal advice if **You** are unsure that such an inspection is lawful.
- c) **You** and **Your** agent must act promptly to gain vacant possession of the Insured **Property** and recover Rent arrears.
- d) In the event of a claim **You** or **Your** agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the Tenant has vacated the Insured **Property**.
- e) **You** and/or **Your** agent must attend any court hearing in relation to an Insured Event if requested to do so by **Us** or the Adviser. **Failure** to attend will result in all cover under this insurance being withdrawn with immediate effect and no further claim payments being made.
- f) **We** may investigate the claim and take over and conduct the Legal Action in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the Legal Action.
- g) We, on behalf of Insurers have the right under subrogation to pursue Legal Action against the Tenant or any Guarantor to recover Rent and Advisers' Costs.
- h) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are required and **You** wish to nominate an alternative Adviser to act for **You**, **You** may do so. The Adviser must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- i) The Adviser will:-
 - i) provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii) keep **Us** fully advised of all developments and provide such information as **We** may require.

- iii) keep **Us** regularly advised of Advisers' Costs incurred.
- iv) advise **Us** of any offers to settle and payments in to court. If contrary to **Our** advice such offers or payments are not accepted there shall be no further cover for Advisers' Costs unless **We** agree in **Our** absolute discretion to allow the case to proceed.
- v) submit bills for assessment or certification by the appropriate body if requested by **Us**.
- vi) attempt recovery of costs from third parties.
- j) In the event of a dispute arising as to Advisers' Costs, **We** may require **You** to change Adviser.
- k) Insurers shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- l) **You** shall supply all information requested by the Adviser and **Us**.
- m) **You** are liable for any Advisers' Costs if **You** withdraw from the Legal Action without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.
- n) Any monies recovered from the Tenant or Guarantor will be retained by **Us** to pay for any Advisers' Costs that has been paid by Insurers under this insurance.

2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of **Money** at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

3. Proportionality

We will only pay Advisers' Costs that are proportionate to the amount of **damages** that **You** are claiming in the Legal Action. Advisers' Costs in **Excess** of the amount of **damages** that **You** are able to claim from **Your** opponent will not be covered.

4. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where **We** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

5. Fraud

In the event of fraud, We:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to Us

Will no longer be liable to **You** in any regard after the fraudulent act.

6. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other **Insurer** refuses the claim.

7. Cancellation

Your right to cancel

You may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance.

The Insurer's right to cancel

The **Insurer** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that **You** have not made, and do not intend to make, a claim

The **Insurer** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers

Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

8. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

9. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

SECTION 7B | HOLIDAY HOMES LEGAL PROTECTION

Holiday Homes Legal Protection provides:

- Assistance Helplines including 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

This cover is managed and provided by Arc Legal Assistance Limited. The insurance elements of this section are underwritten by the Insurer, on whose behalf **We** act

section 7B definitions.

Where the following words appear in bold within this insurance they have these special meanings.

Adviser	Our specialist panel solicitors or their agents appointed by Us to act for You , or, and subject to Our agreement, where court proceedings have been started or a Conflict of Interest arises, another legal representative nominated by You .
Advisers' Costs	Reasonable legal fees and disbursements incurred by the Adviser or other legal representative with Our prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against You and paid on the standard basis of assessment.
Conflict of Interest	There is a conflict of interest if Your Advisers' duty to act in Your best interests in relation to Your claim conflicts with, or there is a significant risk that it may conflict with, any duty Your Adviser owes, or obligation it has, to any other party.
Data Protection Legislation	The relevant Data protection legislation within force within the Territorial Limits where this cover applies at the time of the Insured Event.

Insured Event	<p>The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.</p> <p>Criminal Proceedings</p> <p>In criminal cases the Insured Event will be the date that You commenced or are alleged to have commenced to violate the criminal law in question.</p> <p>For the purposes of the Maximum Amount Payable, only one Insured Event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.</p>
Insured Property	The Property insured under the underlying Holiday Home policy to which this insurance attaches.
Insurer	For policies starting up to and including 31st January 2025: AmTrust Europe Limited For policies starting from and after 1st February 2025: AmTrust Specialty Limited
Legal Action(s)	The pursuit or defence of civil legal cases for damages or injunctions and the defence of criminal prosecutions.
Legal Helpline	The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which might give rise to a claim under this insurance.
Maximum Amount Payable	The maximum amount payable in respect of an Insured Event is £50,000.
Occupier(s)	The person(s) named in the agreement to occupy the Insured Property . At least one of the Occupiers must be aged 18 years or over.
Period of Insurance	This insurance provides cover for the same period covered by the insurance product or benefit to which it attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a nominated Adviser of Our choice.

Territorial Limits	The United Kingdom , the Isle of Man and the Channel Islands.
Vehicle	Any motor vehicle or motorcycle owned by You .
We/Us/Our	Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Insurer.
You / Your	Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to Us by Your insurance adviser. If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to Your death.

section 7B standard cover.

Consumer Pursuit

What is covered:

Advisers' Costs to pursue a Legal Action following a breach of a contract for buying or renting goods or services for **You** private use in relation to the Insured **Property**. The contract must have been made after **You** first purchased this insurance.

What is not covered:

Claims

- (a) Where the amount in dispute is less than £250 plus VAT
- (b) Involving a Vehicle owned by **You** or which **You** are legally responsible for
- (c) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

Consumer Defence

What is covered:

Advisers' Costs to defend a Legal Action brought against **You** following a breach of a contract for selling goods (in a private capacity) in relation to the Insured **Property**. The contract must have been made after **You** first purchased this insurance.

What is not covered:

Claims

- I. Where the amount in dispute is less than £250 plus VAT
- II. Involving a Vehicle owned by **You** or which **You** are legally responsible for
- III. In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

Property Infringement

What is covered:

Advisers' Costs to pursue a Legal Action for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the Insured **Property**. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

What is not covered:

Claims

1. For adverse possession
2. In respect of a contract **You** have entered into
3. In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

Personal Injury

What is covered

Costs to pursue a Legal Action, arising from an Insured Event, following an accident, resulting in **Your** personal **Injury** or death, against the person or organisation directly responsible.

If the Legal Action is going to be decided by a court in England or Wales and the **damages** being claimed are above the small claims track limit, the Adviser must enter into a Conditional Fee Agreement which waives their own fees if **You**, or **Your** estate, fail to recover the **damages** that being claimed in the Legal Action in full or in part. If the **damages** being claimed are below the small claims track limit Advisers' Costs will not be covered but **You**, or **Your** estate, can access the Legal Helpline for advice on how to take the case further.

What is not covered:

Claims:

- (a) arising from medical or clinical treatment, advice, assistance or care
- (b) for stress, psychological or emotional **Injury** unless it arises from **You** suffering physical injury
- (c) for illness, personal **Injury** or death caused gradually and not caused by a specific sudden event
- (d) involving a vehicle owned or driven by **You**

Property Damage

What is covered:

Advisers' Costs to pursue a Legal Action for financial compensation for **damages** against a person or organisation that causes physical **Damage** to the Insured **Property**. The **Damage** must have been caused after **You** first purchased this insurance.

What is not covered:

Claims

- (a) In respect of a contract **You** have entered into
- (b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

Occupier Eviction

What is covered:

Advisers' Costs to pursue eviction proceedings against an Occupier to recover possession of a residential **Property** owned by **You**, where the Occupier fails to perform their obligations set out in an agreement to occupy the Insured **Property**.

What is not covered:

Claims

- (a) Arising from, or connected to, **Your** performance or **Your** obligations under the agreement to occupy the Insured **Property**

- (b) Where there are insufficient prospects of success in the proceedings due to the terms of the agreement to occupy the Insured **Property** being unenforceable

Criminal Prosecution

What is covered:

Advisers' Costs to defend criminal prosecutions brought against **You** in relation to the Insured **Property** under:

- (a) The Gas Safety (Installation and Use) Regulations 2018
- (b) The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 2010
- (c) The Electrical Equipment (Safety) Regulations 2016

and later amending regulations or their equivalent outside of England and Wales but within the **Territorial Limits**.

You must take all reasonable steps to comply with the Regulations and keep evidence of compliance.

What is not covered:

Claims arising from something **You** have done, knowing it to be wrongful or ignoring that possibility

section 7B general exclusions.

The following Exclusions apply to this Section and shall keep the same meaning wherever they appear in the Section (also refer to the Policy Exclusions)

There is no cover where:-

- (a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- (b) An estimate of Advisers' Costs of acting for **You** is more than the amount in dispute
- (c) Advisers' Costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval **Your** insurers repudiate the insurance policy or refuse indemnity

There is no cover for:-

- (a) Claims over loss or **Damage** where that loss or **Damage** is insured under any other insurance
- (b) Claims made by or against **Your** insurance adviser, the Insurer, the Adviser, or Us
- (c) Any claim **You** make which is false or fraudulent or exaggerated
- (d) Defending Legal Actions arising from anything **You** did deliberately or recklessly
- (e) Costs if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims

There is no cover for any claim directly or indirectly arising from:-

- (a) A dispute between **You** and someone **You** live with or have lived with
- (b) **Your** business, trade or profession other than as an Employee
- (c) An application for a judicial review
- (d) Defending or pursuing new areas of law or test cases

1. Sanction Limitation and Exclusion Clause

The **Insurer** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

2. Cyber Attack Exclusion

The **Insurer** will not pay for any loss, **Damage**, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting

harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.

3. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to 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 other than by virtue of this Act.

section 7B conditions.

1. Claims

- a) **You** must notify claims as soon as possible once **You** become aware of the incident and, in any event, within 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings.
- c) **You** must supply, at **Your** own expense, all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a Conflict of Interest arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any Advisers' Costs in **Excess** of **Our** Standard Advisers' Costs. The Adviser must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- d) The Adviser will-
 - i. Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii. Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii. Keep **Us** advised of Advisers' Costs incurred.
 - iv. Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v. Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi. Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to Advisers' Costs **We** may require **You** to change Adviser.
- f) The **Insurer** shall only be liable for Advisers' Costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.

- g) **You** shall supply all information requested by the Adviser and **Us**.
- h) **You** are responsible for all legal costs and expenses including adverse costs if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
- i) **You** must instruct the Adviser to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of **Money** at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

3. Proportionality

We will only pay Advisers' Costs that are proportionate to the amount of **damages** that **You** are claiming in the Legal Action. Advisers' Costs in **Excess** of the amount of **damages** that **You** are able to claim from **Your** opponent will not be covered.

4. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where **We** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

5. Fraud

In the event of fraud, **We**:

- (a) Will not be liable to pay the fraudulent claim
- (b) May recover any sums paid to **You** in respect of the fraudulent claim
- (c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- (d) Will no longer be liable to **You** in any regard after the fraudulent act.

6. Other Insurances

If any claim covered under this insurance is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other **Insurer** refuses the claim.

7. Cancellation

Your right to cancel:

You may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance. If **You** cancel at any time after the first 14 days, **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that **You** have not made, and do not intend to make, a claim.

The Insurer's right to cancel

The **Insurer** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that **You** have not made, and do not intend to make, a claim

The **Insurer** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- (a) Where **We** have a reasonable suspicion of fraud
- (b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- (c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

8. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

9. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

section 7 how to make a claim.

Claims must be notified to the Legal Helpline within 180 days of the Insured Event other than in relation to section of cover Tenant Eviction and Pursuit of Rent Arrears where claims must be submitted within 45 days of the Insured Event.

Failure to notify the claim within this time will invalidate the insurance cover.

This insurance only covers legal fees incurred by **Our** panel solicitor or their agents appointed by **Us** until court proceedings are issued. If court proceedings are issued or a conflict of interest arises, **You** may nominate another solicitor to act for **You**.

You can use the Legal Helpline service to discuss any legal problem occurring within the **United Kingdom**, the Channel Islands and the Isle of Man, and arising during the period of this policy.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, **You** should contact the Legal Helpline for assistance.

Claims Line

You should telephone 01384 887 585 and quote "Bspoke – Specialist Let Landlords".

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.

To maintain an accurate record, **Your** telephone call may be recorded.

Claim forms can also be obtained from:- <https://claims.arclegal.co.uk>

What happens next:

You or **Your** agent must give all information requested by **Us** or the Adviser within five days of receiving the request for that information.

You or **Your** agent must attend any court hearing if requested by the Adviser.

This claims procedure should be read in conjunction with the main terms and conditions of the insurance.

Privacy and Data Protection Notice

(For the purpose of this Privacy and **Data** Protection Notice only, 'We' means Arc Legal Assistance and the Insurer)

Data Protection

We will keep **Your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (**Data** Controller). Here is a simple explanation of how **We** use

You personal information. For more information visit AmTrust's website at <https://amtrustinternational.com/dpn> or Arc's website at www.arclegal.co.uk

What We do with Your personal information

We might need to use the information **We** have about **You** for different reasons. For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and **Money** laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance **Brokers**, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask **Us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are some things **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local **Data** protection authority.

We will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our Data Protection Officer**.

Customer Service

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly. If **You** are unhappy with the service that has been provided **You** should contact **Us** in any way **You** choose:

Our contact details are:

Arc Legal Assistance Ltd PO Box 8921

Colchester

CO4 5YD

Tel: 01206 615000

Email: customerservice@arclegal.co.uk

We will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks of **Us** receiving **Your** complaint, **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided.

If **We** have provided **You** **Our** final response and **You** are still unhappy, or more than eight weeks has passed from when **We** received **Your** original complaint and **You** are not satisfied with the delay **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree. For details and eligibility on the Financial Ombudsman Service, see <http://www.financial-ombudsman.org.uk/>

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service Exchange Tower

London

E14 9SR

Tel 08000 234 567

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

Compensation

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If the **Insurer** fails to carry out its responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

For policies up to and including 31st January 2025:

This policy is underwritten by AmTrust Europe Limited, Registered Office: Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676.

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

For policies from and after 1st February 2025:

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768



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