

**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. 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

<b>Claim Notification Lines</b>	Claims helpline 02920320839	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 01384887585	
	Tax Claims Notification 01384377000	
	Engineering Claims helpline 03301003432	
	New.loss@hsbeil.com	

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

Nick Grazier  
**Managing Director**

# contents.

contents.	3
how to use this document.	4
claims.	5
how to make a complaint.	8
cancelling this policy.	10
about your policy.	11
policy conditions.	14
policy exclusions.	18
policy definitions.	23
your cover.	28
SECTION 1   PROPERTY DAMAGE	28
SECTION 2   LOSS OF RENT	39
Section 3   PROPERTY OWNERS LIABILITY	41
Section 4   EMPLOYERS LIABILITY	44
SECTION 5   EQUIPMENT BREAKDOWN	45
SECTION 6   TERRORISM	56
SECTION 7   LEGAL EXPENSES	63
SECTION 7A   RESIDENTIAL AND COMMERCIAL LANDLORDS LEGAL EXPENSES INSURANCE	67
SECTION 7B   HOLIDAY HOMES LEGAL PROTECTION	78

# 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:

<b>For claims under Sections 1, 2, 3, 4 and 6</b>	Claims helpline 02920320839
<b>For claims under Section 7 (Legal Expenses)</b>	Legal Claims Notification 01384887585 Tax Claims Notification 01384377000
<b>For claims under Section 5 (Equipment Breakdown)</b>	Claims helpline 03301003432 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 <a href="mailto:complaints@bspokecommercial.co.uk">complaints@bspokecommercial.co.uk</a> 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 <a href="mailto:bspokecommercialclaims1@uk.sedgwick.com">bspokecommercialclaims1@uk.sedgwick.com</a> 0345 850 0597
Legal Expenses Claims	Complaints Department Arc Legal Assistance Limited	PO Box 8921 Colchester CO4 5NE <a href="mailto:customerservice@arclegal.co.uk">customerservice@arclegal.co.uk</a> 01206 615 000
Equipment Breakdown Claims	Complaints Department HSB Engineering Insurance	Chancery Place 50 Brown Street Manchester M2 2JT <a href="mailto:claims@hsbeil.com">claims@hsbeil.com</a> 0330 100 3443

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](http://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 Europe SA 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](http://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:

- (a) intend to treat Your policy as if it never existed, or
- (b) need to amend the terms of Your policy, or

(c) 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 Europe SA** 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 Europe SA/NV UK Branch which is the UK establishment of Accelerant Insurance Europe SA/NV, an insurance company authorised under code 3193 and regulated by the National Bank of Belgium and the Financial Services and Markets Authority in Belgium. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The Firm Reference Number of Accelerant Insurance Europe SA/NV UK Branch is 940712. Its UK Establishment Number is BR025748..

**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.

- 1) 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.
- 2) 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

- 3) 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:
- a. covers the whole of the electrical installation(s);
  - b. for commercial Premises is less than three years old for and issued by an approved contractor
  - c. for residential Premises is less than five years old and issues by an approved contractor

### 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](mailto: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**

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

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable 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.

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.

### **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 Occupants**

There is no cover under this policy in respect of any Property Insured which is occupied by Local Authority or Council Support tenants where the tenancy agreement is between You and the Local Authority or Council or by asylum seekers.

### **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.

### **Northern Ireland**

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.

## Other Insurances

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.

## PFAS (PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES)

### 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:
  - a. perfluorinated methyl group (-CF<sub>3</sub>); or
  - b. perfluorinated methylene group (-CF<sub>2</sub>-); 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
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:
  - (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
  - (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

- (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
- (d) Failure to report any PFAS-containing products or materials to authorities; or
- (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.

If We allege that this exclusion applies to any claim under this Policy the burden of proving the contrary shall be upon the Policyholder.

#### **Pressure Waves and Sonic Bangs**

Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.

#### **Radioactive, Biological or Chemical Contamination**

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

(a) 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.

(b) Biological or chemical contamination or malicious use of pathogenic or poisonous biological or chemical materials due to an Act of Terrorism including steps taken to prevent, suppress, control,

or reduce the consequences of any actual, attempted, threatened, suspected, or perceived Act of Terrorism

(c) 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**

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

#### **Terrorism**

An Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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.

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

### **Virus, Disease and Pandemic**

(not applicable to Employers' Liability Section)

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:

- 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. e) any infectious disease that is designated or treated as a pandemic by the
  - i. World Health Organisation;
- f. any fear or anticipation of a), b), c), d) or e) above;
- 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.

### **War or Conflict**

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

(a)

(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 VI

(b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and

(c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above.

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

**Wear and Tear**

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

# 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.

<b>Accidental Damage</b>	Sudden and unintentional physical damage which happens unexpectedly.
<b>Broker</b>	The insurance broker or intermediary you purchased this policy through and who is authorised and regulated by the Financial Conduct Authority.
<b>Building</b>	<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"> <li>• small outbuildings, annexes, gangways, fire escapes, sheds, garages and other such ancillary structures;</li> <li>• fixed fuel oil or water tanks, hoists and their ancillary equipment and pipework;</li> <li>• cess pits and septic tanks;</li> <li>• roads, carparks, yards, forecourts, pavements, drives, footpaths, patios and terraces;</li> <li>• telephone, gas, water and electrical instruments, meters, piping, cabling or similar belonging to You at the premises and which extends to the public mains</li> <li>• walls, gates, hedges, fences and railings;</li> <li>• swimming pools, ornamental ponds and tennis courts</li> <li>• all landlords fixtures and fittings including fixed glass and fixed sanitaryware</li> </ul> <p>owned by You, or for which You are legally responsible, and located at the address(es) shown on Your policy schedule..</p>
<b>Damage/Damaged</b>	Physical loss or destruction of or damage to the Property Insured
<b>Data</b>	All information which is:

	<p>(a) electronically stored</p> <p>(b) electronically represented</p> <p>(c) contained on any current and back-up disks, tapes or other materials or devices used for the storage of Data</p> <p>including but not limited to operating systems, records, programmes, software or firmware, code or series of instructions.</p>
<b>Employee</b>	<p>Anyone under a contract of service or apprenticeship with you.</p> <p>Anyone who is:</p> <ul style="list-style-type: none"> <li>• employed by you or for you on a labour only basis</li> <li>• self-employed</li> <li>• hired to you or borrowed by you from another employer</li> <li>• a voluntary helper or taking part in a work experience or training scheme and under your control or supervision.</li> </ul>
<b>Endorsement</b>	<p>A change in the terms and conditions of this Policy that can extend or restrict cover.</p>
<b>Excess</b>	<p>The first amount of each claim payable by you as detailed on the policy schedule for the relevant section.</p>
<b>Fixtures and Fittings</b>	<p>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.</p>
<b>Failure</b>	<p>Any partial or complete reduction in the:</p> <p>(a) performance</p> <p>(b) availability</p> <p>(c) functionality</p> <p>(d) ability to recognise or process any date or time</p> <p>of any:</p> <p>(i) computer and electronic equipment</p> <p>(ii) electronic means of communication</p> <p>(iii) Web site.</p>
<b>Injury</b>	<p>Bodily injury including death, illness, disease or nervous shock.</p>

<b>Insurer</b>	<p>a) In respect of sections 1, 2, 3, 4 and 6, means Accelerant Insurance Europe SA.</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>
<b>Landlord's Contents</b>	<p>Household goods and furniture, carpets and fittings</p> <p>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,</p> <p>Landlord's contents does not include valuables, mobile phones and computer equipment, clothing, sports equipment and pedal cycles.</p>
<b>Lived In</b>	<p>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.</p>
<b>Loss of Data</b>	<p>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.</p>
<b>Money</b>	<p>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</p>
<b>Peril</b>	<p>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</p>

	fixed oil or heating installation, impact by any vehicle or animal, theft or attempted theft, and, subsidence, ground heave or landslip.
<b>Period of Insurance</b>	The period specified on your policy schedule.
<b>Pollution and/or Contamination</b>	(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.
<b>Policy Schedule</b>	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.
<b>Property</b>	The buildings at the address(es) in the United Kingdom and shown on your policy schedule.
<b>Storm</b>	A period of violent weather defined as: <ul style="list-style-type: none"> <li>• Wind speeds with gusts of at least 48 knots (55mph)* or;</li> <li>• Torrential rainfall at a rate of at least 25mm per hour or;</li> <li>• Snow to a depth of at least one foot (30 cm) in 24 hours or;</li> <li>• Hail of such intensity that it causes damage to hard surfaces or breaks glass</li> </ul> <p>*Equivalent to Storm Force 10 on the Beaufort Scale.</p>
<b>Sum Insured</b>	The amounts insured by us which are shown on the policy schedule.
<b>Tenant(s)</b>	A person occupying your property and named on the tenancy agreement.
<b>Tenancy Agreement</b>	A tenancy agreement, in writing, made between you and the tenant, which is: <ul style="list-style-type: none"> <li>• an Assured Shorthold Tenancy Agreement, within the meaning of the Housing Acts 1988 and 1996; or</li> <li>• a Short-Assured Tenancy or an Assured Tenancy as defined in the Housing (Scotland) Act 1988; or</li> <li>• a Private Residential Tenancy as defined in the Private Housing (Tenancies) (Scotland) Act 2016; or</li> <li>• a tenancy agreement in which the tenant is a limited company; or</li> </ul> <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"> <li>• Protected Tenancy; nor a</li> <li>• Statutory Tenancy within the meaning of the Rent (NI) Order 1978; nor a</li> <li>• Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983; nor a</li> <li>• tenancy agreement in which the tenant is a limited company; nor a</li> <li>• tenancy agreement; nor a</li> <li>• lease of a commercial premises.</li> </ul>
<b>Territorial Limits</b>	Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
<b>United Kingdom</b>	England, Scotland, Wales and Northern Ireland.
<b>Unoccupied</b>	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.
<b>Valuables</b>	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.
<b>Vermin</b>	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.
<b>We/Us/Our</b>	Bspoke Property Owners on behalf of the Insurer
<b>You/Your</b>	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 shown on your Schedule.

## SECTION 1 | PROPERTY DAMAGE

### standard cover.

What is Covered	What is Not Covered
We will pay up to the sum insured shown on your policy schedule for loss or damage to the buildings as a result of.	The excess as detailed in your Policy Schedule
1. Fire, smoke, explosion, lightning, or earthquake.	Loss or damage caused by tobacco burns, unless accompanied by flames.  Fire caused by the application of heat whilst undergoing any renovation works.  Fire caused by any illegal activities.
2. Storm, flood or weight of snow.	Loss or damage: <ul style="list-style-type: none"><li>caused by frost</li><li>to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates, hedges and fences, swimming pools, ornamental ponds and tennis courts</li><li>caused by rising water table levels.</li><li>to landlord's contents in the open</li></ul>
3. Escape of water or oil from any fixed water or heating installation, storage tanks, apparatus and pipes.	loss or damage: <ul style="list-style-type: none"><li>caused by freezing of water in any fixed water or heating installation, apparatus and pipes if your property is unoccupied for more than 14 days in a row during the months of October through to April. (This exclusion shall not apply if your property is constantly heated to a temperature of at least 10 degrees centigrade during these months)</li></ul>

	<ul style="list-style-type: none"> <li>• whilst the property is unoccupied for 30 days or more</li> <li>• caused by failure or lack of sealant and/or grout</li> <li>• 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</li> <li>• caused to the apparatus from which water and/or oil has escaped</li> <li>• caused by subsidence, heave or landslip</li> <li>• to the plumbing outside your property</li> <li>• The costs of removing and replacing any part of the buildings to find and repair the source of any escape of water or oil.</li> </ul>
4. Theft or attempted theft.	<p>loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by deception (unless deception is used solely to gain entry to your property)</li> <li>• by any tenant, guest or person lawfully on your property</li> <li>• whilst the property is unoccupied for 30 days or more</li> <li>• where there is no evidence of violent and forcible entry or exit.</li> <li>• Of property in the open or from any open fronted buildings</li> <li>• any amount in excess of £500 for landlord's contents contained within detached outbuildings and garages</li> <li>• where there is no evidence of forcible or violent entry or exit</li> <li>• theft of valuables, mobile phones or computer equipment</li> <li>• loss of any item whilst in the open</li> </ul>
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.
6. Riot, civil commotion, strike and political disturbances.	Loss or damage whilst the property is unoccupied for 30 days or more.
7. Subsidence, landslip or heave of the site upon	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by erosion of any coast or riverbank</li> </ul>

<p>which the buildings stand.</p>	<ul style="list-style-type: none"> <li>• 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)</li> <li>• caused by structural repairs, alterations, demolitions or extensions that you make</li> <li>• 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)</li> <li>• damage caused by the action of chemicals, or by the reaction of chemicals with any material which forms part of the buildings.</li> <li>• Normal settlement, shrinkage or expansion.</li> </ul>
<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"> <li>• caused by maintenance to trees</li> <li>• to gates, fences and hedges</li> <li>• to aerials, satellite dishes and masts.</li> <li>• The costs of removal if the fallen tree has not damaged the property.</li> </ul>
<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"> <li>• caused by chipping, denting or scratching</li> <li>• whilst the property is unoccupied for 30 days or more</li> <li>• to ceramic hobs in free-standing cookers.</li> </ul>
<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"> <li>• due to gradual deterioration</li> <li>• caused by any alterations, renovations or repairs that you make</li> <li>• whilst the property is unoccupied for 30 days or more.</li> </ul>
<p>11. Malicious damage or vandalism</p>	<p>Loss or damage whilst the property is unoccupied for 30 days or more.</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-invalidatio

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 for 30 days or more.
- (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
  - (i) maintain a log of such inspections and retain that log for at least 24 months
  - (ii) 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 to 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 for 30 days or more
- 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 rebuilding 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 rebuilding 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 Rebuilding 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>We will not compensate You if:</p> <p>(a) You:</p> <p>(i) agree a composition or arrangement with creditors</p> <p>(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)</p> <p>(iii) have an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator</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.

The most We will pay is the sum insured stated in the Schedule.

(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

(b) Your interest ceases otherwise than by Your death

unless We issue written agreement stating otherwise

## 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 maximum we will pay for alternative accommodation is £25,000.

The most We will pay for Residential Loss of Rent 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><b>Property Owners Liability</b></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"> <li>i) to pay as compensation for accidental death or injury to any person, or</li> <li>ii) loss or damage to third party property.</li> </ul> <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"> <li>a) death or illness or bodily injury to you, your family or any person who is engaged in your service</li> <li>b) loss or damage to any property that you, your family, or your domestic employees own or are responsible for</li> <li>c) any claim arising directly or indirectly from the transmission of any communicable disease</li> <li>d) damage to property under your custody or control</li> <li>e) any claim arising out of any business, other than through private letting of your property</li> <li>f) any claim arising out of the ownership, possession or operation of: <ul style="list-style-type: none"> <li>i) any power operated lift</li> <li>ii) any aircraft or watercraft</li> <li>iii) a caravan, whilst being towed</li> <li>iv) any dogs designated as dangerous under the Dangerous Dogs Act 1991</li> </ul> </li> <li>g) any claim arising out of ownership or use of any land or building not</li> </ul>

	<p>situated within the buildings as specified in your policy schedule.</p> <ul style="list-style-type: none"> <li>h) any claim arising out of pollution or contamination (unless it is caused by oil leaking from: <ul style="list-style-type: none"> <li>i) any fixed heating installation in your property</li> <li>ii) any domestic appliance in your property)</li> </ul> </li> <li>i) any claim where you are entitled to indemnity under any other insurance.</li> <li>j) any cost or expense not agreed by us in writing.</li> </ul> <p>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.</p>
--	---

<p><b>Public Liability</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>i) accidental death or illness of, or bodily injury to, any person</li> <li>ii) accidental loss of or damage to third party property</li> </ul> <p>that happens within the period of insurance on your policy schedule.</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 £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"> <li>a) death or illness of or bodily injury to you, your family or any person who is engaged in your service</li> <li>b) loss or damage to items belonging to or being looked after by you, your family, or your domestic staff</li> <li>c) death, illness, injury, loss, or damage caused by an agreement (unless that liability would have existed anyway).</li> <li>d) you owning, keeping or using any: <ul style="list-style-type: none"> <li>i) mechanically propelled vehicle (other than a private garden vehicle) operated within your property</li> <li>ii) a caravan, whilst being towed</li> <li>iii) aircraft, watercraft, drones or model aircraft</li> <li>iv) hoverboards, air boards, self-balancing boards or scooters</li> </ul> </li> </ul>
---	--

This section covers certain liabilities (this means your responsibilities) arising as the owner of the landlord's contents. Any liability that arises solely from you owning your property is not covered under this section. However, if you have our buildings cover, this covers liabilities arising from you owning your property.

- 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.
  - a) 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 your legal liability in the areas below.</p>	<p>The excess as detailed in your Policy Schedule</p>
<p><b>Accidents to Employees</b></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"> <li>i) accidental death of, or</li> <li>ii) bodily injury</li> </ul> <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>	<ul style="list-style-type: none"> <li>a) Any liability:               <ul style="list-style-type: none"> <li>i) arising directly or indirectly from the transmission of any communicable disease or virus by you or any member of your family</li> <li>ii) arising from any business or profession other than through private letting of your property</li> <li>iii) for death of, bodily injury to, or illness or disease to you or your family</li> <li>iv) for which compulsory insurance or security is required by any road traffic legislation.</li> </ul> </li> <li>b) Any agreement (unless you would have been liable had the agreement not been made).</li> <li>c) Any claim or other proceedings against you or your family lodged or prosecuted in a court outside the United Kingdom.</li> </ul>

# 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](http://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

### Accident(s)

- (a) electrical or mechanical breakdown including rupture or bursting caused by centrifugal force.

- (b) artificially generated electrical current including electric arcing that damages electrical devices, appliances or wires.
- (c) Explosion or Collapse of Covered Equipment operating under steam or other fluid pressure.
- (d) 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.
- (e) loss or Damage caused by operator error that results in the overloading of covered equipment.

All Accidents that are the result of the same event will be considered one Accident

### **Biomass and biogas installations**

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.

### **Breakdown**

- (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

### **Collapse**

the sudden and dangerous distortion (whether or not attended by rupture) of any part of the Covered Equipment caused by crushing 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**

equipment owned by You or for which You are responsible at the premises specified in the Policy schedule:

- 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.

Excluding:

- (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 cranes 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

- (a) a failure of electronic equipment to correctly recognise, process or store any data.
- (b) a hostile, malicious, illegal or transgressive act committed through electronic systems or, including but not limited to:
  - 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

malfunction of the computer equipment or electronic circuitry controlling or operating the 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.

Electronic derangement does not include:

- (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**

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. 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.

### **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**

---

A widespread outbreak of a human infectious disease, into at least three countries on two different continents

### **Pandemic impact**

any of the following if they are caused by, result from, arise out of or related to a pandemic:

- (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.
- b) whilst temporarily removed from the premises specified in the Policy schedule to anywhere within the United Kingdom, the Channel Islands, the Isle of Man:

- i) 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.

## **4. 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.

## **5. 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.

This extension is within and does not increase the limit of liability shown above.

#### **6. 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.

#### **7. 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.

#### **8. 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.

#### **9. 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.

#### **10. 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.

#### **11. 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.

#### **12. 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.

#### **13. 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.

#### **14. 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:

- i. 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.

- iii. 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.
- iv. 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.
- v. this extension is subject to a limit of £20,000 in the aggregate during any one Period of Insurance.

### 15. 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.

### 16. 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 3 Reinstatement 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:

- a) Buildings and Completed Structures
- b) Other property (including contents, engineering, contractors and computers)
- c) Business Interruption
- d) Book Debts

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

### 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:

- 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**

Means any person other than

- 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.

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.

### **Property**

For the purposes of this Section only, all property whatsoever, but excluding:

(1) any land or building which is occupied as a private residence or any part thereof which is so occupied, unless

(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

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.

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.

### 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

(iii) 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.

(iv) 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.

(v) 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.

(vi) 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

b) 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

<b>Adviser</b>	Our panel solicitor, their agents, or other appropriately qualified person, firm or company appointed by Us to act for You.
<b>Advisers' Costs</b>	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.
<b>Data Protection Legislation</b>	The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the Insured Event
<b>Deposit</b>	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.

	Deposit replacement insurance may be purchased in lieu of a Deposit, however this must meet or exceed the minimum sum above.												
<b>Dilapidations Inventory</b>	A full and detailed inventory of Your contents and their condition within the Insured Property which has been signed by the Tenant.												
<b>Guarantor</b>	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.												
<b>Insured Event</b>	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.												
<b>Insured Property</b>	The Insured Property shown in the Insurance schedule and declared to Insurers.												
<b>Insurers</b>	For policies up to and including 31st January 2025: AmTrust Europe Limited  For policies from and after 1st February 2025: AmTrust Specialty Limited												
<b>Legal Action</b>	The pursuit of civil legal cases for damages or injunctions and the defence of criminal prosecutions.												
<b>Legal Helpline</b>	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.												
<b>Maximum Amount Payable</b>	The maximum payable in respect of an Insured Event is stated below:  <table border="0" style="width: 100%;"> <tr> <td style="padding-right: 20px;">Tenant Eviction and Rent Arrears Pursuit:</td> <td>£50,000 any one claim</td> </tr> <tr> <td>Property Infringement:</td> <td>£50,000 any one claim</td> </tr> <tr> <td>Property Damage:</td> <td>£50,000 any one claim</td> </tr> <tr> <td>Legal Defence:</td> <td>£50,000 any one claim</td> </tr> <tr> <td>Hotel Expenses:</td> <td>£150 per day up to a maximum of 30 days</td> </tr> <tr> <td>Storage Costs:</td> <td>£10 per day up to a maximum of 28 days</td> </tr> </table>	Tenant Eviction and Rent Arrears Pursuit:	£50,000 any one claim	Property Infringement:	£50,000 any one claim	Property Damage:	£50,000 any one claim	Legal Defence:	£50,000 any one claim	Hotel Expenses:	£150 per day up to a maximum of 30 days	Storage Costs:	£10 per day up to a maximum of 28 days
Tenant Eviction and Rent Arrears Pursuit:	£50,000 any one claim												
Property Infringement:	£50,000 any one claim												
Property Damage:	£50,000 any one claim												
Legal Defence:	£50,000 any one claim												
Hotel Expenses:	£150 per day up to a maximum of 30 days												
Storage Costs:	£10 per day up to a maximum of 28 days												
	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.												
<b>Period of Insurance</b>	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
<b>Rent</b>	The monthly amount payable by the Tenant to You as set out in the Tenancy Agreement.
<b>Standard Advisers' Costs</b>	The level of Advisers' Costs that would normally be incurred in using a specialist panel solicitor or their agents
<b>Tenancy Agreement/ Occupation Contract</b>	<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"> <li>i) Appropriate for the tenancy; and</li> <li>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</li> <li>iii) Free from any unreasonably restrictive covenants</li> </ul> <p>If the Tenancy Agreement is for a commercial Tenant it must be compliant with the Landlord and Tenant Act 1954 (Part 2).</p> <p>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>
<b>Tenancy Period</b>	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.
<b>Tenant</b>	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.
<b>Tenant Reference</b>	<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 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;  <a href="http://www.arclegal.co.uk/informationcentre/approved-referencing-list.php">http://www.arclegal.co.uk/informationcentre/approved-referencing-list.php</a>.</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  <a href="http://www.arclegal.co.uk/informationcentre/index.php">http://www.arclegal.co.uk/informationcentre/index.php</a></p>
<b>Territorial Limits</b>	The United Kingdom.
<b>We/Us/Our</b>	Arc Legal Assistance Limited who administer claims under this insurance on behalf of the Insurers.
<b>You / Your</b>	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 Your act, omission or delay prejudices Your 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
- d) 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.

<b>Adviser</b>	Our specialist panel solicitors or accountants 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.
<b>Advisers' Costs</b>	Reasonable legal or accountancy 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.
<b>Conflict of Interest</b>	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.
<b>Data Protection Legislation</b>	The relevant data protection legislation within force within the Territorial Limits where this cover applies at the time of the Insured Event.

<b>Insured Event</b>	<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 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>
<b>Insured Property</b>	The property insured under the underlying Holiday Home policy to which this insurance attaches.
<b>Insurer</b>	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
<b>Legal Action(s)</b>	The pursuit or defence of civil legal cases for damages or injunctions and the defence of criminal prosecutions.
<b>Legal Helpline</b>	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.
<b>Maximum Amount Payable</b>	The maximum amount payable in respect of an Insured Event is £50,000.
<b>Occupier(s)</b>	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.
<b>Period of Insurance</b>	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
<b>Standard Advisers' Costs</b>	The level of Advisers' Costs that would normally be incurred in using a nominated Adviser of Our choice.

<b>Territorial Limits</b>	The United Kingdom, the Isle of Man and the Channel Islands.
<b>Vehicle</b>	Any motor vehicle or motorcycle owned by You.
<b>We/Us/Our</b>	Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Insurer.
<b>You / Your</b>	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 Your 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

- 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

## 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

- a) For adverse possession
- b) In respect of a contract You have entered into
- c) 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:

- i) The Gas Safety (Installation and Use) Regulations 1994
- ii) The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993
- iii) The Electrical Equipment (Safety) Regulations 1994

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:

- d) Will not be liable to pay the fraudulent claim
- e) May recover any sums paid to You in respect of the fraudulent claim
- f) May cancel this policy with effect from the fraudulent act and keep all

- premiums paid to Us
- g) 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 Your personal information. For more information visit AmTrust's website at <https://amtrustinternational.com/dpn> or Arc's website at [www.arclegal.co.uk](http://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](mailto: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](mailto: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](http://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](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

For policies up to and including 31<sup>st</sup> 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](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

For policies from and after 1<sup>st</sup> 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](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768



Bspoke Property Owners is a trading name of Bspoke Commercial Ltd. Bspoke Commercial Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference 709456. Registered in England & Wales.

Company Number 09284678. Registered Office: Brookfield Court, Selby Rd, Leeds LS25 1NB.

This document remains the property of Bspoke Commercial Limited.

© Bspoke Insurance Group Limited | V4 | 20254090