

Landlords in Residence Policy Wording

This is **your** AmTrust Europe Limited Landlords in Residence policy wording.

If you have any questions about the policy wording, schedule or statement of fact, please contact **your broker** who will be pleased to help **you**.

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Introduction

This document, the schedule, any statement of fact or proposal and any endorsements set out the terms of the insurance contract between **you** and **us**. Please read the policy, schedule and any endorsements to make sure they provide the cover **you** require. If they are not correct, or do not meet **your** needs, please contact **your broker** immediately.

The **schedule** sets out the **sums insured** (the amount of cover **you** have) and the sections of the policy which apply. If **your** insurance needs to be changed during the **period of insurance** please let **your broker** know as soon as possible. If **you** do not, **your** policy may not be valid.

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **we** have asked for. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** may treat this policy as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

- 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;
- 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** carelessness;
- Cancel **your** policy in accordance with our cancellation rights – page 39; or
- Have charged **you** a higher premium for providing **your** cover, **we** could reduce the amount of any claim payment with an adjustment, using the same proportionate difference between the actual premium charged and the higher premium due. For example, if the initial premium **you** paid was £200, but if accurate information had been provided, **your** premium would have been £400, a claim for an amount of £1,000 would be reduced to £500.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **your broker** as soon as possible.

Your policy is designed to be amended easily and **your broker** will issue a new **schedule** or endorsement each time the **policy** is altered.

You must also tell **your broker** if at any time the **sums insured** shown in the **schedule** are insufficient. Following a claim **we** can make a cash payment, carry out the necessary repairs, or replace the item at **our** sole discretion.

Before **you** accept **our policy**, **you** have 14 days to review **your policy** wording and consider its full terms. If **you** are not totally happy with the **policy** and have not made a claim, simply write to **your broker** at the address on **your schedule**, or by telephone requesting that **your** insurance is cancelled and that any monies paid be returned. **We** will then cancel **your** insurance.

The Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

Helpful hints

If you wish to make a claim, please contact us:

AmTrust Europe Claims Hotline
0115 934 9818
(9a.m - 5 p.m. Mon-Fri)
AmTrust Europe Limited
Market Square House
St James's Street
Nottingham
NG1 6FG

We recommend that you take simple precautions for your own safety to prevent accidents and reduce the likelihood of loss or damage. This could avoid distress and inconvenience as well as financial loss.

For example:

Fire prevention

- Check your electrical equipment regularly, make certain that correct fuses are used and do not overload the circuits. Hire a competent electrician if you are in doubt.
- Always unplug non-essential appliances before you go to bed, especially electric blankets.
- Be careful with cigarette ends, ashtrays and hot irons.
- Don't leave a pan of fat unattended on the cooker.
- Install a suitable fire extinguisher. You should put one in the kitchen.
- Make sure that all open fires are properly guarded, even if they appear to be out, especially at night.
- Have your chimney swept and flues regularly checked, at least once a year (if you use open fires).

Water damage

- Insulate exposed water pipes and tanks in the roof area.
- Turn off the water supply and drain out the system if you leave the property without heating in winter months. Consider leaving the loft access open so that warm air can move into the roof space to reduce the possibility of the pipes and tank freezing.
- If your pipes freeze, thaw them out slowly using hot water bottles or hairdryers. Never use a blowlamp or warm air paint stripper gun.

Security

- Make sure you have good quality locks fitted to all of your outside doors (five lever mortise deadlocks to British Standard 3621 or multipoint locking systems on UPVC doors).
- All opening sections of basement, ground floor or easily accessible windows should be fitted with key-operated locks.
- Use the door and window protections when you leave the home unattended and remove the keys from the locks (including the garage).
- Do not leave keys under the mat or inside the letter box, or anywhere else they can be found easily.
- Leave a light on, on a timer, in a room other than the hall when you are out in the evening or overnight.
- Do not leave large amounts of money in the home.
- Do not leave valuable property in unattended vehicles.
- Photograph your valuables and keep copies of valuations and receipts. These are extremely helpful in case they are lost or stolen, not only to us but also to the police.

When you go away on holiday

- Tell your local Neighbourhood Watch when you are going on holiday.
- Stop newspaper and milk deliveries. Do not advertise your absence.
- Make sure your valuables are stored in a safe place.
- Make certain that all doors and windows are closed and locked. If you have an alarm, make sure this is switched on.
- Leave your key with a trusted neighbour and ask them to look in and inspect the home occasionally.

Definitions

The following words or phrases have the same meaning whenever they appear in this policy. These words are in bold.

Accidental damage

Damage caused suddenly and as a direct result of an external, visible and unexpected cause.

Broker

Moorhouse Group Limited, Barclay House, 2-3 Sir Alfred Owen Way, Caerphilly, CF83 3HU, who is authorised and regulated by the Financial Conduct Authority (FCA) to arrange and administer general insurance contracts and credit broking facilities. Our Financial Services Register number is 308035 and you can check these details on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA.

Telephone: 0808 168 6868

Email: customerservices@moorhouseinsurance.co.uk

Building(s)

Your home and its permanent fixtures and fittings, used for domestic purposes, including:

- central heating fuel tanks, gas tanks, septic tanks;
- hard tennis courts, fixed swimming pools, fixed hot tubs, fixed jacuzzis and fixed spas;
- terraces, patios, drives, paths, walls, fences and gates.

Your home (unless shown differently on the schedule) must be built of brick, stone or concrete (but not prefabricated walls or panels), with a slate, tiled, concrete or felt roof. Unless shown on the schedule, no more than 30% of the roof area may be flat or covered with felt.

Business equipment

Furniture, computers (including keyboards and monitors), printers, modems, fax machines, photocopiers and telecommunications equipment in **your home** (other than equipment belonging to **your** employer).

Contents

Household goods, furniture, carpets, floor coverings, **personal belongings** and clothing in **your home**, belonging to **you** or for which **you** are legally responsible including:

- **money** up to £250 in total;
- stamp, coin, medals, banknotes or other collections up to £5,000 in total;
- guests' clothing and **personal belongings** up to £500 in total;
- **valuables**:
 - up to £7,500 in total;
 - up to £5,000 for any one item, pair or set unless a different amount is shown in the schedule;
- **business equipment** up to £3,000 in total;
- pedal cycles up to £500 in total;
- free-standing hot tubs, jacuzzis and spas;
- radio or television aerials, satellite receivers and masts fixed to or in the **home**.

Contents do not include:

- any property which is more specifically insured by this or any other insurance;
- any living creature;
- deeds and documents of any kind;
- motor vehicles, electrically, mechanically or power-assisted vehicles (other than domestic gardening equipment or wheelchairs), caravans, trailers, aircraft, hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft or parts or accessories for any of these items;
- any property used or held for business, profession or trade purposes other than **business equipment**.

Definitions (continued)

Credit card(s)

Credit, cheque, debit and charge cards which **you** own or are legally responsible for.

Domestic employee(s)

A person employed under a contract of service with **you** and employed to carry out domestic duties associated with **you** or the **home** and not employed under a contract for services or employed in connection with any business trade or profession.

Downloaded electronic information

Non-recoverable electronic information legally downloaded by **you** or a member of **your family** from a legitimate worldwide website, which **you** have bought and hold a valid receipt for.

Family

Your domestic partner, children (including adopted and foster children), parents and other relatives who normally live with **you**.

Home

The private living accommodation, garages and outbuildings (but not a caravan or mobile home) used for domestic purposes, at the address shown on the schedule.

Money

Personal **money** held for private purposes including:

- cash, cheques, traveller's cheques;
- premium bonds and National Saving stamps and certificates;
- postal or money orders and unused current postage stamps;
- gas, electricity, television licence or other service payment stamps;
- gift vouchers or tokens and luncheon vouchers;
- travel tickets and season tickets;
- phone cards or mobile phone top-up vouchers;

This excludes **credit cards**.

Occupant

You, your family or a person authorised by **you** living in the **home**.

Period of insurance

The length of time covered by this insurance (as shown on the schedule) and any extra period for which **we** accept **your** premium.

Personal belongings

Items of a personal nature normally worn, used or carried by **you** in **your** daily life which **you** own or for which **you** are legally responsible.

Personal belongings do not include:

- tools or instruments used or held for business, profession or trade purposes;
- **valuables**;
- **money** and **credit cards**;
- pedal cycles;
- motor vehicles, electrically, mechanically or power assisted vehicles (other than domestic gardening equipment), caravans, trailers, aircraft, hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis, sailboards, windsurfers or watercraft or any parts or accessories for these items;
- any property which is more specifically insured by this or other insurance.

Definitions (continued)

Storm

Strong winds of 41 knots/47mph or more, accompanied by rain, hail or snow. Beaufort scale number 9.

Sum(s) insured

The most **we** will pay under Section One: Buildings is the **sum insured** shown on the schedule. This includes the extra expenses and fees listed under Benefit 5 - Building fees and the cost of removing debris in Section One: Buildings. This should represent the cost of reinstating the **building(s)** and is the maximum amount **we** will pay for each item insured under any section.

The most **we** will pay under Section Two: Contents and Section Three: Personal & Specified Items is the **sum insured** shown on the schedule.

Unfurnished

Without enough furniture and furnishings for full habitation.

United Kingdom

England, Scotland and Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Unoccupied

Where **your home** has been left without an **occupant** for more than 30 days in a row.

Valuables

Audio and visual equipment including accessories, computers including accessories, jewellery, watches, furs, articles made of gold, silver and other precious metals, gemstones, photographic equipment, pictures and other works of art.

We, us, our

Your insurer is AmTrust Europe Limited registered in England and Wales. Company No. 1229676. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm's reference number 202189. Registered office: Market Square House, St James's Street, Nottingham, NG1 6FG. Member of the Association of British Insurers. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority.

Tel: 0115 941 1022

Fax: 0115 941 1316

You, your

The person or people named on the schedule as the insured and your **family**.

Section One: Buildings

This section is operative only if identified as included on the schedule.

What is covered

Insured Events

Loss or damage to the **buildings** during the **period of insurance** caused by the following:

- 1 Fire or smoke.
- 2 Earthquake.
- 3 Explosion.
- 4 Lightning.
- 5 Aircraft and other flying objects or anything dropped from them.
- 6 Riot, civil commotion, strikes and labour or political disturbances.
- 7 Being hit by any vehicle, train or animal.
- 8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.
- 9 Falling trees or branches, telegraph poles or lamp-posts including the cost of removing fallen trees or branches if the **buildings** have been damaged at the same time.

What is not covered

- The amount of excess shown for Buildings on the schedule.
- Loss or damage caused by:
 - scorching, singeing or melting;
 - smoke damage arising gradually out of repeated exposure.
- Loss or damage caused by pets or insects.
- Loss or damage caused to:
 - paths or drives by the weight of any vehicle;
 - roads, land, pavements, piers, jetties, bridges and culverts.
- Loss or damage to the radio or television aerial (including satellite dishes) itself.
- Loss or damage:
 - to fences and gates;
 - caused by cutting down or trimming trees or branches.
 - the cost of removing fallen trees or branches if they have not caused damage to the **buildings**.

Section One: Buildings (continued)

What is covered

10 Theft or attempted theft.

11 Malicious acts or vandalism.

12 **Storm** or flood.

What is not covered

- Loss or damage:
 - caused by **you** or **your** guests or any **occupant**;
 - while the **home** is **unfurnished** or **unoccupied**;
 - unless there has been forced and violent entry into or exit out of the **home**;
 - caused by deception (when someone persuades **you** to give or sell them **your** belongings by misleading **you**) unless the only deception is getting into the **home**.

- Loss or damage:
 - caused by **you** or **your** guests or any **occupant**;
 - while the **home** is **unfurnished** or **unoccupied**.

- Loss or damage caused by:
 - frost;
 - subsidence, heave or landslip;
 - rising ground water levels.

- Loss or damage to:
 - fences and gates;
 - radio or television aerials, fixed satellite dishes, their fittings or masts.

Section One: Buildings (continued)

What is covered

- 13 Water or oil leaking or spilling from any fixed domestic water or heating installation or drainage, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine, refrigerator, freezer or dishwasher.

- 14 Subsidence or heave of the site on which the **buildings** stand, or landslide.

What is not covered

- The amount of excess shown on the schedule.
 - Loss or damage caused by:
 - faulty workmanship;
 - chemicals or a chemical reaction;
 - the escape of water from guttering, rainwater downpipes, roof valleys and gullies;
 - dry rot;
 - the failure or lack of appropriate grout and/or sealant;
 - sinks, baths, showers and bidets overflowing due to the taps being left on or the water left running.
 - Loss or damage:
 - resulting in subsidence, heave or landslide;
 - to the installation itself;
 - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device.
 - Loss or damage while the **home** is **unfurnished** or **unoccupied**.
-
- The amount of excess shown on the schedule.
 - Loss or damage caused by:
 - coastal or river erosion;
 - new structures bedding down, settling, expanding or shrinking;
 - settlement or movement of made up ground;
 - faulty design, workmanship or materials;
 - construction work or repairing, demolishing or altering the **buildings**;
 - normal settlement, shrinkage or expansion;
 - the action of chemicals on or the reaction of chemicals with any materials which form part of the **buildings**.
 - Loss or damage to:
 - swimming pools, hot tubs, jacuzzis, spas, hard tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the **home** is damaged at the same time and by the same cause;
 - solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the private living accommodation are damaged at the same time and by the same cause;
 - the **buildings**, if compensation is provided by law, the National House Building Council Scheme or any other similar guarantee.

Benefits included with Buildings

We will also cover the following:

What is covered

1 Accidental breakage

Accidental breakage of:

- fixed glass in windows, doors, skylights, fanlights, greenhouses, conservatories, verandas forming part of the **buildings** including the cost of necessary boarding up before replacing broken glass;
- fixed sanitary fittings;
- ceramic glass in cooker hobs and glass oven doors of built-in units;
- fixed solar panels forming part of the **buildings**.

2 Loss of rent or costs for alternative accommodation

a) While the **home** cannot be lived in as a result of loss or damage covered by an insured event under this section, **we** will pay:

- rent **you** would have received from an existing **occupant** if the **home** could have been lived in; and
- the cost of comparable alternative accommodation for **you, your family** and **your** pets including the cost of temporary storage for **your** furniture, excluding cover for **money, valuables** and **personal belongings**.

b) If, as a direct result of damage caused to a neighbouring property, **you** are refused access to the **home**, which **you** are living in, **we** will pay for up to two weeks, the cost of alternative accommodation of a comparable standard for **you, your family** and **your** pets.

What is not covered

- The amount of excess shown for Buildings on the schedule.
 - Loss or damage while the **home** is **unfurnished** or **unoccupied**.
 - Damage caused by chewing, tearing, scratching or fouling by pets.
-
- Any amount over £30,000 for any one claim.

Benefits included with Buildings (continued)

What is covered

3 Selling your home

If **you** sell the **home**, from the date **you** exchange contracts, **we** will give the buyer the benefit of cover under Section One: Buildings, until the sale is completed, as long as this is within the **period of insurance**.

4 Emergency access

Loss or damage to the **buildings** caused by a member of the emergency services breaking into the **home**:

- to rescue **you**, a guest, an employee or **occupant**;
- to deal with a medical emergency; or
- to prevent damage to the **home**.

5 Building fees and the cost of removing debris

After a claim, which is covered by an insured event under Section One: Buildings, **we** will pay the following:

- the cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild the **buildings**;
- the cost of removing debris and demolishing or supporting parts of the **buildings** which have been damaged, in order to make the site safe;
- the extra costs of rebuilding or repairing the damaged parts of the **buildings** to meet any regulations or laws set by Acts of Parliament or local authorities.

What is not covered

- Any claim for loss or damage to the **buildings** if the buyer is insured under any other insurance.
- Any claim for loss or damage if access is required due to illegal activity.
- Any amount over £50,000 for any one claim. Any costs:
 - for preparing a claim;
 - which relate to undamaged parts of the **buildings**, except the foundations of the damaged parts of the **buildings**;
 - involved in meeting regulations and laws if notice was served on **you** before the loss or damage happened;
 - for making the site stable.

Benefits included with Buildings (continued)

What is covered

6 Accidental damage to underground cables, pipes and tanks

Accidental damage to underground cables, pipes and tanks serving the **home** for which **you** are legally responsible.

7 Metered water

Accidental loss of metered water caused by an insured event under Section One: Buildings.

If **you** insure both **your buildings** and **contents** under this policy and make a claim for metered water, **we** will make one claims payment under either **your buildings** or **contents** section of cover. It is not possible to make a claim under both **buildings** and **contents** cover for the same incident.

8 Tracing and accessing leaks

If the **buildings** are damaged by water escaping from tanks, pipes, or fixed heating or drainage installations in the **home**, **we** will pay the cost of removing and replacing or repairing any part of the **buildings** necessary to find and repair the source of the leak.

What is not covered

- The amount of excess shown for Buildings on the schedule.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.
- The cost of clearing blocked sewer pipes, drains, soakaways, underground pipes or tanks.
- Loss or damage caused by subsidence or heave of the land, or landslip.
- Loss or damage caused to pitch fibre pipes as a result of pressure from weight of soil or other covering material.
- Delamination of pitch fibre pipes.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.
- Any amount over £500 in any one **period of insurance**.
- The amount of excess shown for Buildings on the schedule.
- Any amount over £5,000 for any one claim.
- The cost of repairing the source of the water escape, unless the cause is covered elsewhere in this policy.

Benefits included with Buildings (continued)

What is covered

9 Replacing keys and locks

If **your** keys are lost or stolen, **we** will pay for replacement locks and keys to:

- intruder alarms and safes installed in the **home**; and
- an outside door of the **home**.

If **you** insure both **your buildings** and **contents** under this policy and make a claim for replacing keys and locks, **we** will make one claims payment under either **your buildings** or **contents** section of cover. It is not possible to make a claim under both **buildings** and **contents** cover for the same incident.

What is not covered

- Any amount over £300 for any one claim.
- The cost of replacing keys and locks to a garage or outbuilding.

Accidental Damage to Buildings

Accidental damage to buildings cover is operative only if identified as included on the schedule.

What is covered

Accidental damage to the **buildings**.

What is not covered

- The amount of excess shown for Buildings on the schedule.
- Damage caused by:
 - chewing, tearing, scratching or fouling by pets, vermin and insects;
 - fungus, wet or dry rot;
 - wear and tear or any gradually operating cause;
 - frost, the atmosphere, or fading caused by light;
 - the **buildings** moving, settling, shrinking, collapsing or cracking;
 - any process of cleaning, repairing, dyeing, renovating or maintaining the **buildings**;
 - faulty workmanship, design or materials; or
 - any water seeping into the **home**.
- Damage to domestic fuel tanks, hard tennis courts, swimming pools, hot tubs, jacuzzis, spas, terraces, patios, drives, paths, walls, fences, gates, roads, land, pavements, piers, jetties, bridges, culverts, lawns or grass, plants and trees.
- Damage that happens while the **home** is being demolished or having repairs or alterations carried out to the structure.
- Damage while the **home** is **unfurnished** or **unoccupied**.
- Damage or any proportion of damage which **we** specifically exclude elsewhere under the policy.

Property Owners' Liability

What is covered

Liability as the owner of **your** present **home**.

We will insure **your** liability as owner to pay for accidents happening in and around the **home** during the **period of insurance**. **We** will provide this cover if the accident results in:

- bodily injury, death and disease to any person other than **you**, or a **domestic employee**;
- loss or damage to property which **you** or **your domestic employees** do not own or have legal responsibility for.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered under this section.

What is not covered (applies to the whole Property Owners' Liability section)

- any amount over £2,000,000 for any one event including costs and expenses **we** have agreed in writing.

You are not covered for liability arising:

- as occupier of the **buildings**;
- from any agreement or contract unless **you** would have been legally liable anyway;
- from criminal acts;
- as a result of an assault, alleged assault or a deliberate or malicious act;
- from owning or occupying any land or buildings other than the **home**;
- where **you** are entitled to cover from another source;
- from any profession, trade or business;
- from paragliding or parascending;
- from any infectious disease or condition;
- from **you** owning or using any:
 - power-operated lift other than stair lifts
 - electrically, mechanically or power-assisted vehicles (including children's motorcycles and motor cars) or horse-drawn vehicles, other than domestic gardening equipment not licensed for road use;
 - aircraft, hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes)
 - caravans or trailers
 - animals other than **your** pets
 - animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking)
 - dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation.

Property Owners' Liability (continued)

What is covered

Liability as the owner of your previous homes

We will insure **your** liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 as owner of any previous **home** which **you** occupied, for accidents happening in and around that **home** which result in:

- bodily injury, death and disease to any person other than **you** or a **domestic employee**;
- loss or damage to property which **you** or **your domestic employees** do not own or have legal responsibility for.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered under this section.

What is not covered (applies to the whole Property Owners' Liability section)

- any amount over £2,000,000 for any one event including costs and expenses **we** have agreed in writing.

Liability arising directly or indirectly:

- from an incident which happens over seven years after this insurance ends or the **home** was sold;
- from any cause for which **you** are entitled to cover under another source;
- from the cost of correcting any fault or alleged fault;
- where a more recent insurance covers the liability;
- from **you** owning or using or being responsible for:
 - any aircraft, hovercraft or watercraft
 - any caravan, trailer or motorised vehicle
 - any animal;
- from **your** job or while **you** are carrying on any business or profession, except to the extent that **your** ownership of the **buildings** may be considered to be a business;
- from **you** accepting an obligation as part of an agreement or contract which **you** would have avoided if **you** had not entered into that agreement or contract;
- from pollution or contamination of any kind unless caused by a sudden, identifiable, unintended and unexpected accident which occurs in its entirety at a specific moment in time, during the **period of insurance** of this policy. **We** shall treat all pollution or contamination which arises out of one such accident as having happened at the time the accident occurs;
- from being the owner of any property or land other than:
 - **your buildings**, or
 - any private dwelling **you** used to own and occupy but no longer do, provided that **your** liability arises solely because of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975, and no other insurance covers the liability.

Section Two: Contents

This section is operative only if identified as included on the schedule.

What is covered

Insured Events

Loss or damage to the **contents** while in the **home** during the **period of insurance** caused by the following:

- 1 Fire or smoke.
- 2 Earthquake.
- 3 Explosion.
- 4 Lightning.
- 5 Aircraft and other flying objects or anything dropped from them.
- 6 Riot, civil commotion, strikes and labour or political disturbances.
- 7 Being hit by any vehicle, train or animal.
- 8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.
- 9 Falling trees or branches, telegraph poles or lamp-posts.

What is not covered

- The amount of excess shown for Contents on the schedule.
- Loss or damage caused by:
 - scorching, singeing or melting;
 - smoke damage arising gradually out of repeated exposure.
- Loss or damage caused by pets or insects.
- Loss or damage caused by cutting down or trimming trees or branches.
- The cost of removing fallen trees or branches if they have not caused damage to the **buildings**.

Section Two: Contents (continued)

What is covered

10 Theft or attempted theft

11 Malicious acts or vandalism

12 **Storm** or flood

What is not covered

- Any amount over £5,000 for loss or damage from any garage or outbuilding for any one claim.
- Loss or damage:
 - caused by **you, your** guests or **occupant**;
 - while the **home** is **unfurnished** or **unoccupied**;
 - unless there has been forced and violent entry into or exit out of the **home**;
 - to **valuables** or **money** in any garage or outbuilding;
 - where the property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason;
 - caused by deception (when someone persuades **you** to give or sell them **your** belongings by misleading **you**) unless the only deception has been used to gain entry into the **home**.
- Loss or damage:
 - caused by **you, your** guests or **occupant**;
 - while the **home** is **unfurnished** or **unoccupied**.
- Loss or damage caused by:
 - frost;
 - rising ground water levels.
- Loss or damage to **contents** outside the **home**.

Section Two: Contents (continued)

What is covered

- 13 Water or oil leaking or spilling from any fixed domestic water or heating or drainage installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine, refrigerator, freezer or dishwasher.
- 14 Subsidence or heave of the site on which the **buildings** stand, or landslip.

What is not covered

- The amount of excess shown on the schedule.
- The cost of the water or oil.
- Loss or damage caused by:
 - faulty workmanship;
 - chemicals or a chemical reaction;
 - the escape of water from guttering, rainwater downpipes, roof valleys and gullies;
 - dry rot;
 - the failure or lack of appropriate grout and/or sealant;
 - sinks, baths, showers and bidets overflowing due to the taps being left on or the water left running.
- Loss or damage:
 - resulting in subsidence, heave or landslip;
 - to the installation itself;
 - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.
- Loss or damage caused by:
 - coastal or river erosion;
 - new structures bedding down, settling, expanding or shrinking;
 - settlement or movement of made up ground;
 - faulty design, workmanship or materials;
 - construction work or repairing, demolishing or altering the **buildings**;
 - normal settlement, shrinkage or expansion;
 - solid floor slabs moving, unless the foundations beneath the supporting walls of the **home** are damaged at the same time and by the same cause.

Benefits included with Contents

We will also cover the following:

What is covered

1 Accidental breakage

Accidental breakage of:

- glass tops and fixed glass in furniture;
- ceramic glass and oven doors in free-standing cookers;
- mirrors.

2 Loss of rent or costs for alternative accommodation

a) While the **home** cannot be lived in as a result of loss or damage covered by an insured event under this section, **we** will pay:

- rent **you** would have received from an existing **occupant** if the **home** could have been lived in; and
- the cost of comparable alternative accommodation for **you**, **your family** and **your** pets including the cost of temporary storage for **your** furniture excluding cover for **money**, **valuables**, and **personal belongings**.

b) If, as a direct result of damage caused to a neighbouring property, **you** are refused access to the **home**, which **you** are living in, **we** will pay one of the following for up to two weeks:

- the cost of alternative accommodation for **you**, **your family** and **your** pets; or
- the rent **you** have to pay.

We will only pay if the damage caused to the neighbouring property would have been covered by an insured event under this section.

What is not covered

- The amount of excess shown for Contents on the schedule.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.
- Damage caused by chewing, tearing, scratching or fouling by pets.
- Any amount over £12,000 for any one claim.

Benefits included with Contents (continued)

What is covered

3 Television sets, video and audio equipment and computers

Accidental damage to:

- television sets, audio, video and computer equipment in the **home**;
- radio or television aerials and satellite dishes, their fittings and masts fixed to or in the **home**.

4 Metered water

Accidental loss of metered water caused by an insured event under Section Two: Contents.

If **you** insure both **your buildings** and **contents** under this policy and make a claim for metered water, **we** will make one claims payment under either **your buildings** or **contents** section of cover. It is not possible to make a claim under both **buildings** and **contents** cover for the same incident.

What is not covered

- The amount of excess shown for Contents on the schedule.
- Loss or damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - any process of cleaning, repairing, renovating or maintaining the item;
 - heating, drying, dyeing, washing, restoring, dismantling or breakdown;
 - faulty workmanship, design or materials;
 - information being erased or damaged on computer equipment.
- Loss or damage to:
 - styluses, recording heads, records, audio tapes, video tapes or cassettes, discs, computer software or data of any kind;
 - mobile or portable phones or pagers;
 - all equipment designed to be portable, while it is being carried, moved or transported;
 - video cameras and camcorders.
- Any amount over £500 in any one **period of insurance**.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.

Benefits included with Contents (continued)

What is covered

5 Household removal

Accidental loss or **accidental damage** to the **contents** while professional removal contractors are moving them from the **home** to **your** new permanent address within the **United Kingdom**, including while in temporary storage for up to five days.

6 Contents temporarily removed from the home

Loss or damage to the **contents** while temporarily removed from the **home**, but within the **United Kingdom** and the loss or damage is caused by:

- Insured events 1 to 9, or 11 or 13; or
- theft or attempted theft (involving a forced and violent entry) from:
 - a bank or safe deposit;
 - a **building** used by **you** as temporary or holiday accommodation;
 - a **building** where **you** work or are temporarily living.

What is not covered

- The amount of excess shown for Contents on the schedule.
- Loss or damage to:
 - pictures, china, glass, pottery, porcelain or other brittle substances, and audio, visual and computer equipment, unless they are packed and loaded by professional removal contractors;
 - **money, credit cards** or **valuables**.
- The amount of excess shown for Contents on the schedule.
- Any amount over £1,000 under this section, for any one claim.
- Loss or damage:
 - to property belonging to **you** while **you** are living in a school boarding house, college or university halls of residence accommodation;
 - caused by theft or attempted theft, unless there has been forced and violent entry into or exit from the building in which **you** are temporarily residing or working;
 - while the **contents** are in furniture storage, salesroom or exhibition;
 - while the **contents** are being worn, used or carried by **you**;
 - from a mobile home, caravan or motor home.

Benefits included with Contents (continued)

What is covered

7 Contents in the open

Loss or damage caused by Insured events 1 to 11 or 13 to **contents** kept in the open but within the boundaries of the land belonging to the **home**.

8 Wedding gifts

For fourteen days before and fourteen days after **your** wedding day, **we** will increase the **sum insured** for **contents** by £5,000 to cover **your** wedding gifts.

9 Religious festivals and birthday or wedding anniversaries

For seven days before and seven days after **your** religious festival, birthday or wedding anniversary, **we** will increase the **sum insured** for **contents** by £5,000 to cover associated gifts.

10 Replacing keys and locks

If **your** keys are lost or stolen, **we** will pay for replacement locks and keys to:

- intruder alarms and safes installed in the **home**; and
- an outside door of the **home**.

If **you** insure both your **buildings** and **contents** under this policy and make a claim for replacing keys and locks, **we** will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both **buildings** and **contents** cover for the same incident.

What is not covered

- The amount of excess shown for Contents on the schedule.
- Any amount over £500 for any one claim, except for free-standing jacuzzis, hot tubs or spas.
- Loss or damage to:
 - trees, plants, shrubs or garden produce;
 - **money, credit cards, valuables**;
 - property in or on any motor vehicle, trailer, boat, caravan or mobile home.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.

- Any amount over £300 for any one claim.
- The cost of replacing keys and locks to a garage or outbuilding.

Benefits included with Contents (continued)

What is covered

11 Fridge and freezer contents

Loss or damage to food or drink in any freezer or refrigerator at the **home** caused by:

- a change in temperature of the fridge or freezer;
- contamination by the escape of refrigerant or refrigerant fumes.

12 Compensation for death

If **you** die from an injury within six months of the injury happening, **we** will pay £5,000 for each person, as long as the injury happens in the **home** as a result of:

- fire and smoke;
- earthquake, explosion or lightning;
- aircraft and other flying objects or anything dropped or falling from them;
- strikes and labour or political disturbances;
- being hit by any vehicle, train or animal;
- theft or attempted theft;
- **storm** or flood;
- riot or civil commotion.

13 Domestic oil

Accidental loss of heating oil from domestic tanks, caused by an event insured under Section Two: Contents.

What is not covered

- The amount of excess for Contents shown on the schedule.
- Any amount over £500 for any one claim.
- Loss or damage:
 - caused by the deliberate act of the supply authority;
 - caused by deliberate act or neglect;
 - if **your** gas or electricity is cut off because **you** have not paid a bill.

- Any person under 16 years of age.

- Any amount over £500 for any one claim.

Benefits included with Contents (continued)

What is covered

14 Replacing documents

We will pay for the cost of replacing the deeds of the **home** and documents which are lost or damaged as a result of an insured event under Section Two: Contents.

15 New purchases

We will increase the **sum insured** for **contents** by £3,000 to cover new purchases **you** make, as long as **you** tell **us** within 21 days of the purchase and **you** pay the extra premium **we** ask for to cover the new **Contents**.

16 Downloaded electronic information

We will pay the cost of replacing **downloaded electronic information** which **you** or a member of **your family** have bought and hold a valid receipt for, following loss or damage as a result of an insured event under Section Two: Contents.

What is not covered

- The amount of excess shown for Contents on the schedule.
 - Any amount over £250 for any one claim.
-
- The amount of excess shown for Contents on the schedule.
 - Any amount over £1,000 for any one claim.

Accidental Damage to Contents

Accidental damage to contents cover is operative only if identified as included on the schedule.

What is covered

Accidental damage to the **contents** while they are in the **home**.

What is not covered

- The amount of excess shown for Contents on the schedule.
- Damage caused by:
 - chewing, tearing, scratching or fouling by pets, vermin and insects;
 - fungus, wet or dry rot;
 - frost, the atmosphere, or fading caused by light;
 - any process of cleaning, repairing, dyeing, renovating or maintaining the item;
 - faulty workmanship, design or materials;
 - using the **contents** in a way which is different to the manufacturer's instructions;
 - information being erased or damaged on computer equipment;
 - any water seeping into the **home**.
- Damage to:
 - contact lenses, **money**, **credit cards**, stamps, coins or other collections;
 - any powered machine while it is being used as a tool and if damage arises directly out of its use;
 - clothing, food and drink;
 - free-standing hot tubs, jacuzzis and spas.
- Damage while the **home** is **unfurnished** or **unoccupied**.
- Any amount over £1,000 for damage to china, glass, pottery, porcelain or other brittle substances.
- Damage or any proportion of damage which **we** specifically exclude elsewhere under the policy.

Contents Liability

What is covered

Personal liability

Your legal liability to pay compensation for:

- bodily injury, death and disease to any person other than **you** or a **domestic employee**;
- loss or damage to property which **you** or **your domestic employees** do not own or have legal responsibility for.

We will provide this cover for accidents which occur during the **period of insurance** and within the **United Kingdom** or during a temporary visit of not more than 30 days elsewhere in the world.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered under this section.

Occupiers' liability

Your legal liability to pay compensation as occupier of the **home** and the land belonging to the **home** for any events which result in:

- bodily injury, death and disease to any person other than **you** or a **domestic employee**;
- loss or damage to property which **you** or **your domestic employees** do not own or have legal responsibility for.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered under this section.

What is not covered (applies to the whole Contents Liability section)

- any amount over £2,000,000 for any one event including costs and expenses **we** have agreed in writing.

Liability arising directly or indirectly:

- as owner of the **home**;
- from any agreement or contract unless **you** would have been legally liable anyway;
- from criminal acts;
- as a result of an assault, alleged assault or a deliberate or malicious act;
- from owning or occupying any land or **buildings** other than **your home**;
- where **you** are entitled to cover from another source;
- from any profession, trade or business;
- from paragliding or parasailing;
- from any infectious disease or condition;
- from **you** owning or using any:
 - power-operated lift other than stair lifts;
 - electrically, mechanically or power-assisted vehicles (including children's motorcycles and motorcars) or horse-drawn vehicles, other than domestic gardening equipment not licensed for road use;
 - aircraft, hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes);
 - caravans or trailers;
 - animals other than **your** pets;
 - animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking);
 - dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation.

Contents Liability (continued)

What is covered

Accidents to domestic employees

You legal liability to pay compensation for accidental bodily injury, death and disease to a **domestic employee** under a contract of service at the **home**.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered under this section.

Unpaid damages

We will pay up to £100,000 (including legal costs) which **you** have been awarded by a court within the **United Kingdom** and which has not been paid to **you** within three months of the date of the award. **We** will only provide this cover if:

- there is not going to be an appeal;
- the incident giving rise to the claim happened within the **United Kingdom** and during the **period of insurance**;
- **you** would have been entitled to a payment under the personal liability part of Section Two: Contents if the award had been made against **you** rather than to **you**; and
- the person who owes the award does not live with **you**.

We may take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.

What is not covered (applies to the whole Contents Liability section)

- any amount over £5,000,000 for any one event including costs and expenses **we** have agreed in writing;
- bodily injury to any employee arising out of being carried in or on a vehicle or entering or getting on to or off a vehicle where any road traffic law says **you** must have insurance or security.

Section Three: Personal & Specified Items

This section is operative only if identified as included on the schedule.

What is covered

Accidental loss, damage or theft anywhere in the world to:

1 Specified items

We will pay the cost of replacing or repairing any item specified on the schedule.

We will not pay more than the **sum insured** for that item as shown on the schedule.

2 Unspecified **valuables**, clothing, **personal belongings**, **money** and **credit cards**.

We will pay the cost of replacing or repairing **your valuables**, clothing, **personal belongings** and **money**.

The most **we** will pay for any one item of **valuables**, clothing or **personal belongings** is £750. The most **we** will pay for any one claim is £1,000.

The most **we** will pay for **money** is £250.

We will pay up to £250 for sums which **you** become legally liable to pay under the terms of **your** personal **credit card** agreement if it is used by anyone without **your** permission.

3 Pedal cycles

We will pay the cost of replacing or repairing **your** pedal cycle or accessories.

The most **we** will pay for any one pedal cycle is £500 (unless shown differently on the schedule).

What is not covered (applies to the whole Personal & Specified Items section)

- The amount of excess shown on the schedule.
- Any loss or theft which is not reported to the police within 24 hours of discovering it.
- Loss or damage caused by:
 - theft or attempted theft from the **home** while the **home** is **unfurnished, unoccupied**, lent, let, sublet, shared or is not self-contained;
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - deterioration, cleaning, heating, drying, dyeing, restoration, renovation or while being worked on;
 - faulty workmanship, design or materials;
 - scratching, denting or chipping;
 - theft or attempted theft from an unlocked hotel room;
 - items being confiscated or detained by customs or other officials;
 - using an item in a way which is different to the manufacturer's instructions;
 - misfiling of electronic documents or records, including files containing **downloaded electronic information**, music and pictures and any loss arising from the cost of remaking any film, disc or tape, or the value of any information contained on it.
- Any amount over £1,000 for theft from an unattended motor vehicle. **We** will not pay any amount unless the property was concealed from view in a glove compartment, locked luggage compartment or locked boot and all windows and sunroofs were securely closed and all doors locked.

Section Three: Personal & Specified Items (continued)

What is covered

What is not covered (applies to the whole Personal & Specified Items section)

- Loss or damage to stones or repairs to settings of any items of jewellery, which have a value of more than £5,000 unless the jewellery has been examined at least once every two years by a competent jeweller and any faults have been corrected.
- Any amount over £3,000 if jewellery is stolen from an unattended hotel room.
- Loss of or damage to:
 - recording heads, audio tapes, video tapes or cassettes, discs and computer software;
 - sports equipment while in use;
 - contact lenses;
 - hearing aids while **you** are swimming or involved in water sports;
 - any powered machine while used as a tool if the loss or damage arises directly out of its use;
 - phones or pagers left in unattended vehicles;
 - any property which **you** normally keep outside the **home**.
- Any loss or theft of **credit cards**;
 - which is not reported to the police and the card company within 24 hours of discovering it;
 - due to **you** breaking the conditions of using the **credit cards**;
 - arising from unauthorised use by **you** or any **occupant**.
- The part of any travel ticket or season ticket which has been used.
- Loss of **money** due to accounting errors, shortages or mistakes.
- Loss or damage:
 - caused by theft of pedal cycles left unattended while away from the **home**, unless they are attached to a permanent structure by a security device;
 - to pedal cycle accessories or spare parts unless the cycle is stolen at the same time;
 - to the pedal cycle while it is being used for racing, pace-making or trials;
 - to pedal cycles while let out on hire or used other than for private purposes.

Section 4 - Legal protection

Definitions

Appointed Legal Representative

A solicitor, or other suitably qualified person appointed, in accordance with the provisions of this insurance, to act for **You**.

Claim

A request for payment of **Legal Expenses** resulting from one or more events or circumstances arising in the **Territorial Limits** at the same time or from the same cause notified to **Us** within the **Period of Insurance**.

Claims Administrators

AmTrust Europe Limited, St James' Street, Nottingham, NG1 6FG

Housing Acts

The Housing Act 1988, the Housing Act 1996, The Housing (Scotland) Act 1988, any amending, superseding or equivalent legislation applicable in the **Territorial Limits**.

Legal Expenses

Legal Fees, costs, disbursements and other professional charges in connection with **Legal**

Proceedings which **We** have agreed to fund.

a Reasonably and necessarily incurred by the **Appointed Legal Representative**.

b Incurred by other parties in civil cases when **You** have been ordered to pay them or pays them with **Our** prior agreement.

Legal Proceedings

The pursuit or defence of legal disputes, proceedings and tribunals made by or brought against **You**, including appealing or defending an appeal against judgement, dealt with entirely by and within the jurisdiction of a court or other body in the **Territorial Limits**.

Occurrence

The date of the event which may lead to a **Claim**. If there is more than one event arising at the same time or from the same cause, then the **Occurrence** is the date of the first of these events.

Prospects of Success

Reasonable prospects considered as a 51% or better chance of success.

Tenant(s)

The person(s), company, partnership or association as defined in the **Tenancy Agreement(s)** renting the **Building** from **You**.

Tenancy Agreement

The written **Tenancy Agreement** or the written statement of main details of an unwritten **Tenancy Agreement** for the **Building** between **You** and the **Tenant**.

Territorial Limits

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

A – Standard Legal Expenses

Cover

We will indemnify **You** against **Legal Expenses** of up to £25,000 for any one **Claim** provided that the **Claim** has been notified to **Us** in the **Period of Insurance** and arises from **Legal Proceedings** relating to:

Rent recovery

The recovery of an undisputed debt for **Rent** unpaid by **Your Tenant** provided that:

- a) The amount in dispute exceeds £400.
- b) All **Rent** debt recovery cases are notified to **Us** within 45 days from the date the **Rent** was first due.
- c) All **Your** normal credit control procedures have been exhausted.
- d) **We** select the most appropriate means of recovery.
- e) No more than two separate **Rent** debt recoveries are pursued for any one **Tenant**, during the **Period of Insurance**.

Eviction

Your legal rights to evict anyone, other than **Tenants** who have **Your** permission to be in the **Building**.

Defence Costs

Defence of **Your** rights if an event arising from **You** letting the **Buildings** leads to **You** being prosecuted in a criminal court.

Conditions Applicable to Section 4

In addition to the general policy conditions the following conditions apply to this **Section**.

1 – Your Responsibilities

- a) **You** and **Your** letting or managing agent must notify **Us** as soon as is reasonably possible of any change in the information given to **Us**. Failure to do so may invalidate **Your Policy** or may result in cover not operating fully. **We** reserve the right to alter the terms, charge an additional premium or cancel this **Policy** should **We** become aware of any fact which may affect the cover **We** provide.
- b) **You** must
 1. Observe all the terms and conditions of this insurance and any mortgage on the **Building**.
 2. Comply with all the conditions of the **Tenancy Agreement**.
 3. Try to prevent any event or circumstances that may give rise to a **Claim**.
 4. Take all reasonable steps to minimise the amount payable by **Us**.

2 – Reporting a Claim

We must be notified in writing of any event or circumstance which has given or may give rise to a **Claim** or **Legal Proceedings** involving **You** as soon as it comes to **Your** attention. If **You** fail to notify **Us** of such event or circumstance during the **Period of Insurance** in which **You** first became aware of it, the **Claim** will not be accepted.

Where such notification has been received by **Us**, **We** agree to treat any subsequent **Claim** or **Legal Proceedings** arising out of any event or circumstance already notified as having been made or brought within the **Period of Insurance**.

You must then, as soon as reasonably possible, provide full written or other evidence including the names of any possible witnesses and details (produced at **Your** own expense) of any costs incurred prior to **Our** accepting the **Claim**, including any action already taken.

3 – Acceptance of a Claim and Our Right to Refuse Indemnity

A **Claim** cannot be regarded as having been accepted by **Us** until **We** have given written confirmation to **You**. If **We** refuse to accept a **Claim** or to continue to indemnify **You**, **We** will give **Our** reason(s) in writing.

We are entitled to refuse to accept a **Claim** or continue to indemnify **You** where:

- a) In **Our** opinion, **You** have
 1. Not disclosed any material information to **Us**.
 2. Failed to provide **Us** or the **Appointed Legal Representative** with any relevant information and or supporting evidence.
- b) In the opinion of the **Appointed Legal Representative**, reasonable **Prospects of Success** for pursuing the **Legal Proceedings** do not or no longer exist.
- c) In **Our** opinion, after having taken advice from **Our** own advisors (who are not the **Appointed Legal Representative**) or counsel, reasonable **Prospects of Success** for pursuing the **Legal Proceedings** do not or no longer exist.

We may, at any time, require **You** to obtain at **Your** own expense an opinion from counsel as to the merits of **Legal Proceedings**. **We** will pay, within the limit applicable to the **Claim**, the cost of obtaining the opinion if it indicates that there are reasonable **Prospects of Success** for pursuit or defence of the **Legal Proceedings**.

If **You** decide to commence or continue with **Legal Proceedings** for which **We** have refused to accept or continue to provide indemnity for a **Claim** under (b) or (c) above and are successful, **We** will provide indemnity in respect of **Legal Expenses** as if **We** had accepted the **Claim** in the first instance subject to the terms and conditions of this insurance.

4 – Legal Representation

- a) **We** have the right to make investigations into the case.
- b) **We** also have the right to negotiate and settle the **Claim**, in the **Insured** person's name, before an **Appointed Legal Representative** is instructed.
- c) Where appropriate **We** will pass the claim to an **Appointed Legal Representative** to be dealt with. They will be instructed in the name of the **Insured** and may negotiate and settle the **Claim** on **Your** behalf.
- d) Where legal proceedings are necessary or where it is otherwise required, the legal representative will be a solicitor chosen by **Us**. If **You** wish to appoint **Your** own solicitor, **We** will only accept that appointment if the request is made in writing to **Us** and **We** are satisfied that the solicitor is able to deal with the case. They must sign **Our** Non-panel Solicitor Terms and Conditions and have a duty to minimise the costs of any claim and/or legal proceedings.

Once **Your** chosen solicitor has been approved by **Us**, they will become the **Appointed Legal Representative** subject to the terms and conditions of this policy. Indemnity under this **Policy** to **Your** solicitor will only commence when the need arises for proceedings to be issued and then only with **Our** acceptance. **You** must not change the **Appointed Legal Representative** without **Our** prior written consent. This condition is subject to any rights of the **Insured** under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where, applicable.

Any dispute arising from the **Insured** person's choice may be referred to arbitration as set out in Condition 8.

- e) There will only be a transfer of representation to another **Appointed Legal Representative** if there is good reason to do so.
- f) **We** may decide to carry out **Our** own investigation of a **Claim**, attempt rent debt recovery or negotiate a settlement. Such settlement will be subject to **Your** agreement which **You** will not unreasonably withhold.

5 – Control of the Claim

- a) When requested **You** must, at **Your** own expense, provide all information, evidence and documents relating to the **Legal Proceedings** to the **Appointed Legal Representative**. **You** must also meet with the **Appointed Legal Representative** when requested.
- b) **You** must keep **Us** and the **Appointed Legal Representative** regularly informed of all developments, co-operate fully in all respects and not enter into any negotiations with the **Tenant**.
- c) **We** must have direct access to the **Appointed Legal Representative** at all times.
- d) **You** must give the **Appointed Legal Representative** any instructions asked for by **Us**

including for the supply of any documents or other information **We** require.

- e) **We** are entitled to require **You** to immediately produce **Us** all information, evidence, legal advice and documents relating to the **Legal Proceedings** in **Your** possession or custody or in that of the **Appointed Legal Representative**.
- f) **You**, directly or via the **Appointed Legal Representative**, must inform **Us** immediately in writing if anyone offers to settle the **Claim** or makes a reasonable offer to settle the **Legal Proceedings**.
- g) **You** must obtain **Our** written agreement if **You** wish to appeal against the decision of a court or tribunal. **Your** application, with reasons, must be sent to **Us** by recorded delivery at least ten working days before the final date for lodging the appeal. If **We** do not agree, **Our** decision will be given in writing.

6 – Payment Under this Insurance

- a) If **You** do not accept any offer or reasonable offer to settle the **Legal Proceedings** which equals or exceeds the total damages (including any interest) eventually recovered by **You**, **We** will not pay for any **Legal Expenses** incurred after such refusal unless **We** have given **Our** written agreement to the continuation of the **Legal Proceedings**.
- b) When requested by **Us**, **You** must instruct the **Appointed Legal Representative** to have the **Legal Expenses** assessed or audited by the relevant court of tribunal.
- c) All accounts, orders or awards of a court or tribunal for **Legal Expenses** to be paid under this insurance must be submitted to **Us** promptly.
- d) Following receipt of the relevant accounts, orders or awards of a court or tribunal for **Legal Expenses** to be paid under the insurance, payment will be made direct to the **Appointed Legal Representative**, to the other party's appropriate according to the terms of any order or award of the court or tribunal.
- e) If **You** withdraw from the **Legal Proceedings** without **Our** agreement, cover will cease immediately and **We** will be entitled to be reimbursed for any **Legal Expenses** previously agreed or paid on **Your** behalf.

7 – Recoveries

We reserve the right to take proceedings in **Your** name, at **Our** own expense and for **Our** own benefit, to recover any payment **We** have made under this insurance to anyone else. If **You** recover any **Legal Expenses** previously paid by **Us** from any other party, such **Legal Expenses** must immediately be repaid to **Us**.

8 – Arbitration

Any dispute or difference of any kind between **Us** and **You** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the law society. The arbitrator's decision will be final and binding on all parties.

9 – Assignment

Cover under this **Policy** is between and binding upon **Us** and **You** and any respective successors in title, The **Policy** may not otherwise be assigned by **You** without **Our** prior written consent.

10 – Waiver

If **We** or **You** fails to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of such rights at any subsequent time.

Exclusions applicable to Section 4

In addition to the General Policy Exclusions the following exclusions apply to this Section:

This insurance does not cover:

1 – Pre-existing Event or Circumstance

Claims or **Legal Proceedings** relating to any event or circumstance occurring prior to or existing at the inception of the first **Period of Insurance** and which **You** knew or ought reasonably to have known was likely to give rise to a **Claim** or to **Legal Proceedings**

2 – Date Change

Legal Expenses arising directly or indirectly from the failure of computer, data processing and any other electronic equipment or component, including microchips, integrated circuits and similar devices and or any software to recognise, interpret or process any date as its true calendar date

3 – Libel or Slander

Disputes relating to written or verbal remarks

4 – Deliberate Acts

Any cause of action intentionally brought about by **You**

5 – Dishonesty, Violent or Criminal Acts

Claims for **Legal Expenses** relating to **Your**:-

- a) Actual or alleged dishonesty; or
- b) Actual or alleged violent behaviour

6 – Legal Expenses not agreed

Legal Expenses incurred

- a) Before **We** agree to pay them on the **Your** behalf
- b) Where **You**
 1. Pursue or defend a case without the agreement of **Us** or in a different manner to or against the advice of the **Appointed Legal Representative**
 2. Fails to give proper instructions in due time to **Us**, to the **Appointed Legal Representative** or to counsel or other persons instructed by the **Appointed Legal Representative**
- c) Where the **Appointed Legal Representative** refuses to act on behalf of **You** for any reason other than a conflict of interest when Condition 3 will apply

- d) Where **You** are called as a witnesses without **Our** prior written approval
- e) Prior to issue of formal **Legal Proceedings**; this does not include correspondence by way of pre-action protocol or any mediation or other alternative dispute resolution procedure

7 – Delay and Prejudicial Acts

A **Claim** where **You**, in **Our** reasonable opinion, acts in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the **Appointed Legal Representative** or withdrawing from the case

8 – Other Insurances

Legal Expenses which can be recovered by **You** under any other insurance or which would have been covered if this **Policy** did not exist except for any amount in excess of that which would have been payable under such other insurance.

9 – Fines and Penalties

Fines, **Damages** or other penalties which **You** are ordered to pay by a court or other authority

10 – Judicial Review

Legal Expenses relating to any judicial review whether within the **Territorial Limits** or not

11 – Bankruptcy Liquidation or Receivership

Claims for **Legal Expenses** when **You** are bankrupt, in liquidation, have made an arrangement with **Your** creditors, have entered into a deed of arrangement or all off **Your** affairs or **Buildings** are in care or control of a receiver or an administrator

12 – Disagreement

Disputes with **Us**

13 – First Three Months

Dispute which arises within the first three months of the **Period of Insurance** for which a **Schedule** has been issued by **Us** except where

- a) The current **Schedule** is a continuation of a previous **Policy** covering the same interest.
- b) For a new **Tenant**, the **Tenancy Agreement** becomes operative on or after the commencement of the **Period of Insurance** under this **Policy**

14 – References for Tenants and Deposit Rents

For disputes and or **Legal Proceedings** between **You** and a **Tenant** where **You** or **Your** letting or managing agent are unable to:

- a) Produce one satisfactory financial or credit reference and one other satisfactory written reference for each **Tenant** or guarantor
- b) Prove that a minimum of one month's rent as deposit was obtained before letting the **Building** to the **Tenant**

15 – Disputes

Claims relating to a dispute with

- a) **Your** letting or managing agent
- b) **Us** except over the choice of **Appointed Legal Representative** or arising from the handling of a **Claim** as provided under Condition 4) c)

16 – Fraudulent Claims or Statement

Any **Claim** which is in any respect overstated, false, reckless or fraudulent; if this happens, **We** will have the right to refuse to pay a **Claim** or to avoid this **Policy** in its entirety

17 – Bodily injury, Damage to Property and Breach of Professional Duty

Claim relating to **Your** defence of any civil **claim** made or **Legal Proceedings** brought against **You** arising from:

- a) Bodily injury to or death, disease or illness of any person
- b) Loss destruction of or **Damage** to any **Property**
- c) The alleged or actual breach of any professional duty

18 – Trade, Business Profession

Claims arising from the ownership, use or occupation of the **Building** for the conduct of any profession, **Business** or trading activity other than the letting of that **Building**

19 – Multiple Tenants

Claims relating to any dispute with multiple **Tenants** on a single **Building** where their liability is not joint and several

20 – Rent, Rates and Land Tribunals

Claims relating to rent registration, rent reviews, extension of a lease or any land tribunal's which, in the first instance, fall within the jurisdiction of rent, rates or land tribunals unless you are defending **Legal Proceedings** brought by **Your Tenant**

21 – Mining, Subsidence and Heave

Claims arising from any dispute which relates to mining or other subsidence and heave.

22 – Government Public or Local Authority

Claims arising from any dispute with any government, public or local authority concerning

- a)
 1. The compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on or **Damage** to any **Building**
 2. The actual, planned or proposed construction, demolition, closure, adoption or repair of roads, **Buildings**, housing or other works except and only to the extent that the **Claim** relates to accidental damage arising from such activities
- b) The imposition of statutory charges
- c) Any other cause of action unless **You** have suffered or could suffer pecuniary loss if **Legal Proceedings** are not pursued or defended

23 – Intellectual Property

Claims relating to **Legal Proceedings** involving copyright(s), trademark(s), merchandise mark(s), unregistered design(s) or other intellectual property rights or secrecy and confidentiality agreement.

How to make a claim under Section 5 – Legal Protection only

Claims should be made in writing, as soon as is reasonably practical, to the **Claims Administrators** at the following address:

AmTrust Europe Limited

Market Square House

St. James' Street

Nottingham

NG1 6FG

Telephone: 0115 9348829

Please note that only **Claims** notified to AmTrust Europe Limited during the **Period of Insurance** are covered by this insurance.

Once details of the **Claim** have been sent to the Claims Administrator and it has been accepted in writing, they will either supply, the name(s) of one or more solicitors or other suitably qualified and experienced person from their panel to act on **Your** behalf or, in some cases, they may decide to carry out their own investigation of the **Claim**.

General Exclusions

The following exclusions apply to the whole of **your** insurance. This insurance does not cover:

- direct or indirect loss or damage to any property;
- any legal liability;
- costs and expenses; or
- death or injury to any person

caused by, contributed to or arising from the following:

- 1 Radioactive contamination from:
 - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel;
 - or the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
- 2 War, invasion, civil war, revolution, acts of foreign enemy, hostilities (whether war declared or not), rebellion, insurrection, military or usurped power.

3 Any diminution in value to all property following a valid claim under this insurance.

4 Pressure waves from aircraft and other flying objects at or above the speed of sound.

5 Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

We will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than water or oil leaking or spilling from **your** fixed domestic water or heating systems.

6 Computer viruses or electronic information being erased or corrupted. The failure of any equipment to correctly recognise the date or a change of date. In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.

7 Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insects, moth, vermin, any cause that happens gradually, or mechanical or electrical breakdown.

8 Indirect loss of any kind.

9 Biological or chemical contamination due to or arising from:

- terrorism; or
- steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism.

In this exclusion, terrorism means: An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

General Conditions

1 Claims

When there is a claim or possible claim, **you** must tell **us** as soon as possible.

For loss or damage claims, **you** must:

- give **us** (at **your** expense) any documents, information and evidence **we** need;
- tell the police immediately if **you** have suffered a theft, attempted theft or malicious damage or vandalism, and obtain an incident number;
- take steps to recover any lost or stolen property, including reporting to the police and tell **us** without unnecessary delay of any property that is later returned to **you**;
- take steps to prevent any further loss or damage.

For liability claims, **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

2 Our rights after a claim

In order to process **your** claim **we** may need to gain access to any building where loss or damage has happened. If access is not granted **we** may not be able to process **your** claim.

Before or after **we** pay **your** claim under this insurance, **we** may take over, defend or settle any claim in **your** name.

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

3 Fraudulent claims

If **you** make a fraudulent claim under this insurance contract:

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

If **we** exercise **our** right under clause (3)(c) above:

- a. **We** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- b. **We** need not return any of the premiums paid.

General Conditions (continued)

4 Cancellation

Your Cancellation Rights

You have the right to cancel the cover within 14 days beginning on the commencement or renewal of cover or on receipt of policy documentation, whichever is the latter (this period is referred to as the "cooling off period"). **You** should exercise this right by contacting **your broker**.

Moorhouse Group Limited
Barclay House, 2-3 Sir Alfred Owen Way
Caerphilly
CF83 3HU
Telephone: 0808 168 6868
Email: customerservices@moorhouseinsurance.co.uk

If **you** exercise **your** right to cancel during the "cooling off period", **you** will be entitled to a return of the full premium provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current period of insurance.

If **you** do not exercise **your** right to cancel during the "cooling off period", the policy premium becomes due and the policy will run for its full term.

If the "cooling off period" has expired, **you** may cancel the policy during the period of insurance by giving 14 days' notice to **your broker** using the contact details above. Provided that no claim has been made or incident has arisen which is likely to give rise to a claim during the current period of insurance, **you** will be entitled to a proportionate return of the premium paid. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premiums due.

Our Cancellation Rights

If **you** pay an annual premium:

We may cancel the policy by writing to **you** at **your** last known address shown on **your** policy schedule confirming that all cover will end 30 days after the date of **our** letter or **you** may cancel the policy by contacting **your broker**.

If **you** pay your premium by monthly instalments:

We may cancel the policy by writing to **you** at **your** last known address shown on **your** policy schedule confirming that all cover will end 30 days after the date of **our** letter.

The reasons **we** may cancel **your** insurance include:

- non-payment of premium;
- a change in risk, where cover can no longer be provided;
- lack of cooperation or failure to supply information or documentation;
- threatening or abusive behaviour.

5 Other insurance

If, at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

6 More than one home

Each **home** covered by this insurance will be insured as though a separate policy applies to each.

7 Building Works

You must provide **us** with full details of any building work over £25,000 in value and/or where **you** have entered into a contract which removes or limits **your** legal rights against the contractor that is due to take place at the **home**, before the building works begin. Failure to notify **us** may result in any loss or any ensuing loss directly or indirectly caused by or relating to such building works not being covered by this insurance.

Upon notification to **us** of any building works **we** may, at **our** option:

1. modify **your** premium;
2. amend the terms and conditions of this policy;
3. require **you** to make alterations to **your buildings** and/or to comply with any risk improvements identified;
4. exercise **our** right to cancel **your** policy (see cancellation/cooling off period above);
5. leave the policy terms, conditions and premium unaltered.

If **we** proceed with any of the options 1, 2 and 3 above, **you** have the right to cancel this policy from a date agreed by **you** and **us** and, providing no claims have been made, **we** will refund a proportionate part of the premium paid for the unexpired period of cover.

Claims Procedure and Conditions

1 – Claims – Action required by you

You shall in the event of any injury, damage or loss of rent as a result of which a claim is or may be made under this policy or any section of it, and again upon receipt by **you** in writing of any notice of any claims or legal proceeding:

- Notify **us** within 30 days (or 7 days in the case of injury, damage or loss of rent, by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft) or such further time as we may allow;
- Notify **us** immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, damage or loss of rent which may form the subject of a claim under this policy;
- Notify the police as soon as it becomes evident that any loss or damage has been caused by theft or malicious persons;
- Pass immediately, and unacknowledged, any letter of claim to **us**;
- Carry out and permit to be taken any action which may be practicable to prevent further injury, damage or loss of rent;
- Retain unaltered and un-repaired anything in any way connected with the injury, damage or loss of rent for as long as **we** require;
- Furnish with all reasonable despatch at **your** expense:
 1. Such further particulars and information as **we** may reasonably require;
 2. If required, a statutory declaration of the truth of the claim;
 3. Details of any other insurance covering the subject matter of the claim under this policy and any matters connected with it;
- Make available at **your** expense any documents required by **us** with regard to any letter of claim;
- Not pay or offer or agree to pay any money or make any admission of liability without our previous consent;
- Allow **us** in **your** name and on **your** behalf to take over and, during such periods as **we** think proper, to have control of all negotiations and proceedings which may arise in respect of any claims and the settlement thereof and co-operate fully with **us** for that purpose.

No claim under this policy shall be payable and any payment on account of a claim already made shall be repaid to **us**, if the terms of this policy condition are not complied with.

2 – Claims – Our rights

In respect of injury, damage or loss of rent for which a claim is made, **we** and any person authorised by **us** may without incurring any liability or diminishing any of **your** rights in respect of the cover under this policy, enter premises where such injury, damage or loss of rent has occurred, and take possession of or require to be delivered to **us** any property insured, and to deal with such property for all reasonable purpose and in any reasonable manner. No property may be abandoned to **us**, whether taken possession of by **us** or not. **We** will not pay for any claim unless the terms of these conditions have been complied with.

If **you** wish to make a claim, please contact:

AmTrust Europe Claims Hotline
0115 934 9818
(9a.m - 5 p.m. Mon-Fri)
AmTrust Europe Limited
Market Square House
St James's Street
Nottingham
NG1 6FG.

Settling claims

We will decide whether to pay the cost of repairing or replacing the part of the **buildings** damaged or destroyed if:

- the **sum insured** is enough to rebuild the **buildings**;
- the repair or rebuilding is carried out immediately after **we** give **our** approval (other than emergency repairs, which should be carried out immediately); and
- the **buildings** were in a good state of repair and properly maintained immediately prior to the loss or damage occurring.

If the loss or damage to the **buildings** is not repaired or replaced as **we** have explained above, **we** will then decide to pay:

- the cost of repairing or replacing the damage, less a deduction for wear and tear.

We will decide whether to pay the cost of repairing **contents** or replacing it with a new item in the same form and style if it is lost or damaged beyond repair. If **we** choose to, **we** can pay the cost of replacing the item using **our** network of suppliers.

We will deduct an amount for wear and tear for clothing at **our** sole discretion.

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

We will pay the cost of replacing **downloaded electronic information you** or a member of **your family** have bought and hold a valid receipt for and have downloaded legally, but only if no copies are available on other electronic or computer devices **you** own.

If **we** have discounted the premium for these sections because **you** have not made any claims, **we** may reduce or remove the discount at renewal of the policy if **you** make a claim.

Under-insurance

If at the time of any loss or damage the cost of rebuilding the whole of the **buildings**, in a new condition similar in size, shape and form, is more than the **sum insured for buildings**, **we** will pay only for the loss or damage in the same proportion. For example, if the **sum insured for buildings** only covers two-thirds of the cost of rebuilding the **buildings**, **we** will only pay two-thirds of the claim.

If at the time of loss or damage the full cost of replacing **your contents** as new is more than the **sum insured for contents**, **you** will have to pay a share of the claim. For example, if the **sum insured for contents** only covers two-thirds of the replacement value of the **contents**, **we** will only pay two-thirds of the claim.

Claims Procedure and Conditions (continued)

Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the **sum insured for buildings, contents** or personal items as long as **you** take any measures **we** suggest to prevent any further loss or damage. **We** will not charge any extra premium for maintaining the **sum insured**.

Index linking

The **sums insured** in Section One: Buildings will be indexed annually in line with The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors. At each renewal **we** will calculate the premium using the new **sums insured**. For **your** protection, should the index fall below zero, **we** will not reduce the **sum insured**.

The **sums insured** in Section Two: Contents will be indexed annually in line with the Government's Retail Price Index or a similar index selected by **us**. At each renewal **we** will calculate the premium using the new **sums insured**. For **your** protection, should the index fall below zero, **we** will not reduce the **sum insured**.

Proof of value and ownership

To help **you** make a claim, **we** recommend that **you** keep receipts, instruction booklets, guarantee cards, valuations and photographs.

In settling claims for loss or damage to any specified item valued £750 or more, **you** must provide **us** with the original purchase receipt or a written valuation, from a professional valuer, which is less than five years old.

If **you** are unable to provide **us** with proof of value and/or ownership or adequate evidence of ownership this may affect how **we** deal with **your** claim.

Complaints Procedure

If your complaint is about the way a policy was sold to you:

If at any time **you** have any query or complaint regarding the way the policy was sold, **you** should refer to **your broker** who sold the policy to **you**. Their details can be found on the policy schedule.

The Complaints Manager
Moorhouse Group Limited
Barclay House, 2-3 Sir Alfred Owen Way, Caerphilly, CF83 3HU
Telephone: 0808 168 6868
Email: customerservices@moorhouseinsurance.co.uk

If your complaint is about the administration of your policy or claim:

AmTrust Europe limited aim to give **you** a high level of service at all times. However, if **you** have a complaint about **your** policy or claim please contact:

AmTrust Europe Complaints
AmTrust Europe Limited
Market Square House
St James's Street
Nottingham
NG1 6FG

Tel. No. +44 (0) 115 934 9852
Email: complaints@amtrusteu.co.uk

We will contact **you** within five days of receiving **your** complaint to inform **you** of what action **we** are taking. **We** will try to resolve the problem and give **you** an answer within four weeks. If it will take **us** longer than four weeks **we** will tell **you** when **you** can expect an answer.

Alternatively, at any stage, you may have the right to contact the Financial Ombudsman Service who can review complaints from 'eligible complainants' which includes private individuals and sole traders and small partnerships with a yearly turnover of less than £1 million.

Further information can be found at: www.financial-ombudsman.org.uk

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect any legal right **you** have to take action against **us**.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the FSCS. The FSCS can be visited on the internet at: www.fscs.org.uk or be contacted on 0207 741 4100.

Data Protection & Privacy Statements

DATA PROTECTION

We are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation (“Legislation”). For the purposes of the Legislation, the Data Controller is AmTrust Europe Ltd. Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit **our** website at www.amtrusteurope.com.

HOW WE USE YOUR PERSONAL DATA AND WHO WE SHARE IT WITH

We may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **you** with information, products or services that **you** request from **us** or which **we** feel may interest **you**. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

SENSITIVE PERSONAL DATA

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

DISCLOSURE OF YOUR PERSONAL DATA

We may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include **our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

INTERNATIONAL TRANSFERS OF DATA

We may disclose **your** personal data to destinations outside the European Economic Area (“EEA”). Where **we** transfer **your** personal data outside of the EEA, **we** will ensure that it is treated securely and in accordance with the Legislation.

YOUR RIGHTS

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

RETENTION

Your data will not be retained for longer than is necessary, and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements. If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

Call us on freephone 08081 68 68 68

**Head office
2-3 Sir Alfred Owen Way
Barclay House
Caerphilly
CF83 3HU**

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