

Landlord Insurance Policy for privately let properties

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Our Commitment to You

We aim to provide a high level of service and pay claims fairly and promptly under the terms of **Your** Landlords Insurance **Policy**.
If **You** are unhappy with any aspect of **Our** service, please contact, in the first instance the person who originally dealt with **Your** enquiry.
Alternatively **You** can contact **Us** by:
Telephone: 0800 085 8698
Post: Customer Liaison Department
Endsleigh Insurance Services Limited
Shurdington Road
Cheltenham
Gloucestershire
GL51 4UE.

Full details of **Our** complaints procedures can be found online at www.endsleigh.co.uk/site-info/complaints

If **You** remain dissatisfied **You** have the right to ask the Financial Ombudsman to review **Your** case. The Ombudsman can be contacted at the following address:-

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 023 4567

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

Contacting the Ombudsman will not affect **Your** right to take legal action against **Us**.

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if **We** are unable to meet **Our** obligations to **You**. This applies to all parts of the policy except where specifically overridden. Further information is available at www.fscs.org.uk or by contacting FSCS directly on 0800 678 1100.

How to read Your Endsleigh Landlords Insurance Policy

This is **Your** Endsleigh Landlords **Policy** book.

Your Cover

You need to be aware that all contracts of household insurance are subject to certain exclusions and conditions. It is therefore essential that **You** are fully aware of what is and what is not covered.

To help **You** understand the **Cover** provided, **We** have laid out each section under the following headings:-

“What is covered”

This text gives information on the cover provided.

“What is not covered”

This text is printed opposite “What is covered” to draw **Your** attention to what is not covered.

“What is the most **We** will pay?”

This text is also printed opposite “What is covered” and indicates the maximum amount **We** will pay for the cover described.

Sections of Your Endsleigh Landlords Insurance Policy which apply to You

The sections which apply to **You** are shown on **Your Statement of Insurance**.

Please read Your Endsleigh Landlords Insurance Policy, Statement of Insurance and any Endorsements carefully to ensure that Your cover meets Your requirements and that the details are correct.

Your Endsleigh Landlords Insurance Policy, Statement of Insurance and any Endorsements are legal documents – please keep them in a safe place.

Definitions

The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear and will always be shown with an initial capital letter and in bold text so as to remind **You** of their importance. Listed against some of the definitions are details of **Property** that is not covered.

Accidental Damage – Damage caused by violent external means.

Buildings/Property –

What is covered

- the private dwelling as shown on **Your Statement of Insurance** including garages and outbuildings, all used solely for domestic purposes
- permanent fixtures and fittings
- communal radio and TV aerials, satellite dishes, communication equipment, wifi, broadband and their fittings
- walls, gates, hedges and fences
- paths, drives, patios and terraces
- swimming pools and hard tennis courts

all within the boundaries of the land belonging to the private dwelling and which are primarily used for private purposes.

What is not covered

- swimming pool covers
- loss of or damage to any television or radio aerial dish which is not securely mounted on the private roof or wall of the **Property**
- the amount of any **Excess** shown on **Your Statement of Insurance** in respect of any claim

Computer Equipment –

- Computers, keyboards, visual display units, scanners, printers and word processing equipment
- Computer games hardware
- Computer software of any kind

Contents –

What is covered

- furniture
- carpets
- curtains
- household utensils and kitchen equipment

Definitions (continued)

- crockery and cutlery
- cookers, microwave ovens, fridges, freezers, washing machines and tumble dryers

What is not covered

- clothing and **Personal Effects**
- **Money**
- **Valuables**
- motor vehicles (other than motorised domestic gardening equipment), aircraft, water craft, surf and sail boards, caravans, trailers and any parts or accessories designed to be used with any of these, including car audio equipment
- permanent fixtures and fittings and interior decorations in the **Property** (other than fixtures and fittings defined opposite)
- external satellite television receiving equipment
- securities or documents of any kind
- any living creature, trees, shrubs, plants or other vegetation
- property held or used primarily for business purposes
- any amount that **You** claim for which is more than the limit stated in **Your Endsleigh Policy** or on **Your Statement of Insurance**
- the amount of any **Excess** stated on **Your Statement of Insurance** in respect of any claim
- property more specifically insured by this or any other **Policy**
- aerials for radios and televisions and their fittings or masts

Cover – Refers to those sections of **Your Policy** which are operative in **Your** case and any additional limitations, requirements or Excesses that apply to **You**, all of which are shown on **Your Statement of Insurance**.

Domestic Employee – Any person employed under a contract of service with **You** to carry out domestic duties.

Endorsement – A change to **Your** details or **Cover** which appears on **Your Statement of Insurance** and forms part of **Your Policy**.

Event – Any one occurrence or series of occurrences arising out of or attributable to one source or original cause.

Excess – The amount which **You** pay for any one incident under each section of **Your Policy** and which is deducted from **Your** claim settlement. This amount may be stated on **Your Statement of Insurance** or in this **Policy** book.

Forcible and Violent Entry Into or Exit From – That which is evidenced by visible damage to the fabric of the Building at the point of entry or exit.

Heave - Upward movement of the ground beneath the Buildings as a result of the soil expanding.

Housing Benefit Tenant – When the Tenancy Agreement or contract to the house is other than between the Tenant and Landlord.

Landslip/Landslide - Downward movement of sloping ground.

Money

- coins or bank notes in current circulation, cheques, travellers cheques or bankers drafts
- postal or Money orders, gift vouchers, current postage stamps that are not part of a stamp collection
- saving certificates, premium bonds or saving stamps
- luncheon vouchers, trading stamps, telephone cards current travel or other tickets with a fixed monetary value
- securities, promotional vouchers, lottery and raffle tickets and Air Miles vouchers

all used or held solely for private, social and domestic purposes.

Our Authorised Underwriting Agents – Endsleigh Insurance Services Limited.

Period of Insurance – The period starting and ending on those dates shown in **Your Statement of Insurance**.

Personal Effects

- personal articles worn, used or carried about the person
- pedal cycles
- sports equipment

Policy – The documents consisting of **Your Endsleigh Landlords Policy** book, **Your Statement of Insurance** and any Endorsements.

Replacement Value of Your Contents – The cost of replacing any lost or damaged item with one of the same value and condition as existed immediately prior to the loss or damage occurring.

Settlement - Downward movement as a result of the soil being compressed by the weight of the Buildings within 10 years of construction.

Standard Tenant – Working tenants, retired tenants, tenants on unemployment benefit, housing or disability benefit provided that the Tenancy Agreement is between the Tenant and the Landlord or their appointed letting agent.

Statement of Insurance – The document called 'Statement of Insurance' giving details of the **Period of Insurance**, **Your Cover**, the insurer and the **Policy** number. The Statement of Insurance includes all the information **You** provided when **We** prepared **Your** quotation and forms the basis of **Your** contract. Any reference to **Your** Statement of Insurance in **Your** Landlords Insurance **Policy** book should also be read to include any Endorsements in the **Event** that these documents have been issued to **You**.

Storm - A period of violent weather defined as:

- Wind speeds with gusts of at least 48 knots (55 mph)* or;
- Torrential rainfall at a rate of at least 25 mm per hour or;
- Snow to a depth of at least one foot (30 cms) in 24 hours or
- Hail of such intensity that it causes damage to hard surfaces or breaks glass

* Equivalent to Storm Force 10 on the Beaufort Scale.

Student Tenant – Full time students provided that the Tenancy Agreement is between the Tenant and the Landlord or their appointed letting agent.

Subsidence - Downward movement of the ground beneath the Buildings other than by Settlement.

Sum Insured – The amount for which each type of property is insured as shown in **Your Statement of Insurance** or notified to **You** at renewal.

Unfurnished – Without sufficient furniture and furnishings for normal living purposes.

United Kingdom/UK – England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Unoccupied – Not permanently lived in by **You** or any other person with **Your** permission or **Unfurnished**. If **You** have **Student Tenants** then the **Buildings** are not considered to be **Unoccupied** during College and University vacation periods, apart from the summer vacation when it will be considered to be **Unoccupied** immediately from the start of the summer vacation.

Valuables

- any article of gold, silver or other precious metal, jewellery, pearls or gemstones
- watches or clocks
- works of art, pictures and curios
- collections of stamps, coins, bank notes or medals
- furs
- photographic equipment
- musical instruments (other than pianos)
- television, audio and video equipment
- **Computer Equipment**

We/Us/Our – The **Insurer** named on **Your Statement of Insurance**, Endsleigh Insurance Services Limited, or another agent acting on behalf of the **Insurer**.

You/Your/the Insured – The person named as the Policyholder in **Your Statement of Insurance**.

Your Endsleigh Landlords Insurance Policy – Our Contract with You

This is **Your Policy**. It is the evidence of the contract **You** have made with **Us**. **We** insure **You** during the **Period of Insurance** in the terms set out in **Your Policy**, in return for payment of the premium.

Your Statement of Insurance, **Your Endsleigh Landlords Insurance Policy** book and any Endorsements are all part of **Your Policy** and should be read together to avoid misunderstanding. They show which sections of **Your Policy** are in force and contain details of **Your Cover**.

You must tell **Us** as soon as possible of any change to **Your** details or the cover **You** require as failure to do so may invalidate **Your Policy**. In particular, **You** must notify **Us** if the **Buildings** are untenanted or **Unoccupied** for a period in excess of 120 consecutive days (this is lowered to 90 days for properties which are let to **Standard Tenants**).

You must not wait until the next renewal date.

No promotional literature or advice booklets form part of **Your Policy**.

This Landlords Insurance **Policy** is a contract solely between **You** and the **Insurer** and consists of **Your Statement of Insurance**, **Your Endsleigh Landlords Insurance Policy** book, and any Endorsements. It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this Landlords Insurance **Policy** in favour of any third party.

Your Statement of Insurance shows the Sections of **Your Policy** which are in force. **You** should read it carefully, along with **Your Endsleigh Landlords**

Insurance **Policy** book and any Endorsements. **You** should also pay particular attention to the **Policy** Condition on page 2 and General Conditions on page 7 and the General Exclusions on page 8 of **Your Endsleigh Landlords Insurance Policy** book.

Your Policy sets out all the circumstances in which **You** can make a claim. **Your Policy** is not a maintenance contract and does not protect **You** against every loss, in particular where the damage is caused by wear and tear or deterioration.

Cover will continue after the renewal date shown in **Your Statement of Insurance** only if **We** accept **Your** renewal premium. It will be **Your** responsibility to ensure that the renewal premium is paid to **Us** if cover is to continue after the renewal date.

Please make sure that **Your Policy** meets **Your** requirements. If it does not, please tell **Us** immediately.

Law Applicable to Your Endsleigh Landlords Policy

The parties to a contract of insurance covering a risk situated in the **United Kingdom** are permitted to choose the Law applicable to the contract. This **Policy** is governed by English Law. English law will also apply prior to the conclusion of **Your** contract of insurance. **Your** contract of insurance and all communications before and during **Your** contract of insurance will be provided in the English language.

Policy Condition

What is a Condition Precedent to liability?

A condition precedent to liability means that any non-compliance with the terms of this condition (provided that it is material to the loss) will entitle the Insurers to refuse to deal with any claim. If the non-compliance highlights a change in risk that **You** have not informed **Us** about, future cover may be declined or additional terms or additional premium may be applied to **Your Policy**.

PLEASE READ THE CONDITION BELOW AND ENSURE THAT YOU FULLY UNDERSTAND WHAT IS REQUIRED.

It is a condition precedent to liability that:

At all times

- You** must comply with relevant landlord safety legislation relating to electrical equipment and wiring and fire safety
- All gas and electrical appliances and installations at the **Property** must be regularly inspected and a record of such inspections / work undertaken should be kept
- You** must make sure **You** are compliant with any Government or Local Authority Legislation for Houses in Multiple Occupation (HMO) relating to houses with more than three unrelated tenants
- Either a lease agreement, rental agreement or a deposit guarantee bond applies to each tenant
- If **You** have asylum seeker tenants their number must not exceed 50% of **Your** total tenants

When Unoccupied

You must notify Endsleigh in writing as soon as is reasonably possible when the **Buildings** are left **Unoccupied** or **Unfurnished**. **You** must also bring the following measures immediately into place, unless **We** have confirmed otherwise in writing:

- Central heating must be kept on during the period 1st October to 31st March when the property is left **Unoccupied**. If the central heating is not kept on or is not in working order then the mains water tap must be turned off and the system drained during these periods
- The mains water tap must be turned off and the system drained or adequate heating must be maintained in accordance with a) above
- The gas and electricity supply must be turned off at the mains (unless needed to maintain the heating system in accordance with a) above
- All outside doors must be securely locked and the keys removed
- All ground floor and accessible upper floor windows must be securely closed with any locking mechanisms brought into use and the keys removed, and any broken windows must be boarded up.
- the **Buildings** and all yards and areas surrounding the **Buildings** must be free from fuel and waste materials
- You** or **Your** agent must inspect the **Buildings** premises internally and externally at least once every 14 days to ensure that there is no loss or damage to the **Buildings** or **Contents** and that all aspects of this condition are being complied with. If there is any loss or damage, or there is any breach of this condition, **You** must notify **Us** immediately

Section 1 – Your Buildings

Your Statement of Insurance will show whether You have cover under this Section and the Sum Insured applicable

Part A – Standard Cover for Loss or Damage to Your Buildings

What is covered

The property which is covered by this section of **Your Policy** is detailed in the definition of **Buildings** on page 1 of **Your Endsleigh Landlords Insurance Policy** book.

We will pay for loss or damage to **Your Buildings** caused by:

Fire, explosion, lightning, earthquake

Smoke

Storm or flood

Riot, civil commotion, strike, labour and political disturbances

Malicious damage or vandalism

What is not covered

The **Excess** shown on **Your Statement of Insurance**

Damage caused by smog, agricultural or industrial operations or any gradual process

- Loss or damage caused
 - by frost
 - to fences, gates, hedges or tennis courts
 - by wet or dry rot
- The cost of removing any tree, branch, telegraph pole or lamp post, unless the main private dwelling of **Your Property** is damaged at the same time.

Any damage in Northern Ireland

- Any payment in excess of £25,000 for malicious damage or vandalism caused by a **Standard** or **Student Tenant** during any one **Period of Insurance**
- occurring after **Your Property** has been left **Unfurnished** or **Unoccupied** for more than 120 consecutive days, this is lowered to 90 days for properties which are let to **Standard Tenants**
- The first £1,000 of any claim for malicious damage or vandalism caused by a **Standard** or **Student Tenant**
- caused by **You** or **Your** family

Section 1 – Your Buildings

Part A – Standard Cover for Loss or Damage to Your Buildings (continued)

What is covered

Subsidence or heave of the site beneath the **Buildings** or landslip or landslide.

Escape of oil from any fixed domestic heating installation
Escape of water from any washing machine, dishwasher, refrigerator, freezer, fixed domestic water or heating installation or fixed fish tank
Damage to any fixed domestic water or heating installation caused by freezing

Theft

Damage caused by theft or attempted theft

Impact involving a vehicle, train or animal

Impact involving an aircraft or aerial device or anything falling from them

Falling television or radio aerials, satellite dishes, their fittings or masts

Falling trees, branches, telegraph poles or lamp posts

Damage to the **Property** following emergency access

Temporary Accommodation

If **Your Property** including any occupied bedroom is made uninhabitable because of loss or damage covered under “Section 1 – **Cover for Your Buildings**”, **We** will pay for the reasonable extra cost of comparable alternative accommodation but only during the period necessary to reinstate **Your Property** to a habitable condition

What is not covered

- a) The first £1,000 of each claim.
- b) Damage to outbuildings, walls, gates, hedges, fences, footpaths, drives, patios, tennis courts, outdoor swimming pools or terraces, unless the main private dwelling of **Your Property** is damaged at the same time
- c) Damage caused by coastal or river erosion
- d) Damage resulting from normal settlement, shrinkage or expansion
- e) Damage caused by bedding down of new structures or settlement of newly made up ground
- f) Damage caused by the action of chemicals on, or the reaction of chemicals with, any materials which form part of the **Buildings**
- g) Any claim for which compensation is provided by another source
- h) Damage to solid floor slabs or damage resulting from their movement, unless the foundations beneath the external walls are damaged at the same time
- i) Damage resulting from
 - i) demolition or structural repairs or alterations to the **Buildings**
 - ii) faulty workmanship, defective design or the use of defective materials in the **Buildings**

- a) The first £500 of each claim under this section.
- b) Damage
 - i) occurring when **Your Property** is left **Unfurnished** or **Unoccupied** for more than 120 consecutive days, this is lowered to 90 days for properties which are let to **Standard Tenants**
 - ii) to the component or appliance from which the water or oil escapes (other than damage to any fixed water or heating installation caused by freezing described opposite)
 - iii) arising from wear and tear, gradual deterioration, any inherent defect or faulty or defective workmanship, materials or design
 - iv) caused by the action of chemicals on, or the reaction of chemicals with, any materials which form part of the **Buildings**
 - v) caused by wet or dry rot
 - vi) arising from a breach of the policy condition

Theft

- a) occurring when **Your Home** is left **Unfurnished** or **Unoccupied** for more than 120 consecutive days, this is reduced to 90 days for properties which are let to **Standard Tenants**
- b) by **You** or any person who is lawfully in **Your Property**
- c) which does not involve **Forcible and Violent Entry Into or Exit From Your Property**

- a) damage occurring when **Your Home** is left **Unfurnished** or **Unoccupied** for more than 120 consecutive days, this is reduced to 90 days for properties which are let to **Standard Tenants**
- b) damage caused by **You** or **Your family**
- c) damage which does not involve **Forcible and Violent Entry Into or Exit From Your Property** unless the damage has been caused by a **Standard Tenant** or **Student tenant**
- d) any payment in excess of £25,000 for damage to **Your Property** following theft or attempted theft caused by a **Standard Tenant** or **Student Tenant** during any one **Period of Insurance**
- e) the first £250 of any claim for damage to **Your Property** following theft or attempted theft, increased to £1,000 if caused by a **Standard Tenant** or **Student Tenant**

Damage caused by

- a) domestic pets for which either **You** or any person who is living in **Your Property** is responsible
- b) insects or vermin

Damage to the television or radio aerial, satellite dish, their fittings or mast

- a) The cost of removal of the tree or branch, unless the main private dwelling of **Your Property** has been damaged at the same time
- b) Damage to fences, hedges, gates or tennis courts

Any amount in excess of £1,000

a) Any payment in **Excess** of £2,000 for any one claim

b) Any loss or damage shown as not covered under “Section 1 - **Cover For Your Buildings**”

Section 1 – Your Buildings

Part A – Standard Cover for Loss or Damage to Your Buildings (continued)

What is covered

Loss of Rent

We will pay up to 30% of the **Buildings Sum Insured** for loss of rent if the **Property** becomes **Unoccupied** or partly **Unoccupied** and cannot be let because of loss damage covered under "Section 1 – Cover for Your Buildings".

Glass and Sanitary Ware

Accidental breakage of

- fixed sanitary ware and bathroom fittings
- fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas

Underground Pipes and Cables

Accidental Damage to underground drains, pipes, cables and tanks providing services to or from **Your Property** for which **You** are legally responsible

Replacement of Locks

We will pay for the cost of replacing keys and locks to an external door of **Your Property** following the theft of their keys.

Liability as owner for Accidents to Domestic Employees

We will indemnify **You** against **Your** legal liability to pay damages and claimants costs in respect of accidental death, bodily injury or disease to **Domestic Employees** caused during the **Period of Insurance** arising in connection with **Your** ownership of the **Property**.

In addition We will pay **Your** legal costs incurred with **Our** consent.

Liability as Owner of the Building

We will pay any amount which **You** become legally liable to pay, including costs and expenses incurred with **Our** consent, in respect of

- bodily injury by accident including death, disease or illness
- accidental damage to property

happening during the **Period of Insurance** and arising from ownership of **Your Property**, but not its occupation

We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by **Us** in writing

If **You** die, **Your** legal personal representatives will have the protection of this **Cover** for liability incurred by **You**

Liability under the Defective Premises Act 1972

We will pay any amount which **You** become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any residential premises previously owned by **You**.

In addition We will pay **Your** legal costs incurred with **Our** consent.

Sale and Purchase of the Property

If **You** are selling the **Property** insured by "Section 1 - Cover For Your Buildings" of this **Policy**, the purchaser will have the benefit of the **Cover** under this section from the date contracts to purchase are exchanged or, in Scotland, from the date of the acceptance of offer up to the date of completion.

Trace and access

We will pay the cost (provided that this is incurred with **Our** consent) of finding the source of any escape of water from any fixed water or heating installation or washing machine, dishwasher or tumble dryer, including subsequent repair to walls, floors or ceilings.

What is not covered

We will not pay for

- loss of rent arising from the tenants leaving the **Property** without giving **You** notice
- rent the tenants have not paid
- loss of rent to any **Properties** that were **Unoccupied** immediately before the **Insured Event** giving rise to a claim
- any letting agents share of the rent or any other expenses **You** must pay to the letting agent
- loss of rent arising from any part of the **Property** that is used for anything other than domestic accommodation
- loss of rent after the **Property** is fit to be let out
- loss of rent for more than 12 months

- Loss or damage occurring when **Your Property** is left **Unfurnished** or **Unoccupied** for more than 120 consecutive days, this is lowered to 90 days for properties which are let to **Standard Tenants**
- ceramic hobs or tops

- any payment in excess of £1000 in any **Period of Insurance**
- any theft by a **Standard** or **Student Tenant**
- any theft not reported to the Police
- replacement of keys and locks or locking mechanisms due to a **Standard** or **Student Tenant** not returning the keys of **Your Property**

- Any payment in excess of £5,000,000 for any one claim arising from one cause including all legal costs and expenses
- Any liability for bodily injury for which **You** are required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union

- Any payment in excess of £5,000,000 for any claim arising from one cause, including legal costs and expenses
- Liability in respect of
 - bodily injury, death, disease or illness to **You** or any person employed by **You**
 - any trade, profession, business or employment, other than as Landlord of the **Property**.
 - loss of or damage to property in **Your** care
 - any contract which **You** have entered into, unless legal liability would have attached anyway
 - the ownership, possession or operation of
 - road vehicles or any other mechanically propelled or assisted or horse drawn vehicle
 - any power operated lift
 - any wilful or malicious act by **You**

- any payment in excess of £5,000,000 for any claim arising from one cause, including all legal costs and expenses
- bodily injury, death or illness to **You** or **Your** family or any person employed by **You** or **Your** family
- loss or damage to any property that **You** or **Your** family own or are responsible for
- the costs of remedying any defect or alleged defect
- any liability more specifically insured under any other insurance

- Any payment where the private dwelling being sold is otherwise insured
- Loss or damage occurring when the private dwelling being sold is left **Unoccupied** or **Unfurnished** for more than 120 consecutive days, this is lowered to 90 days for properties which are let to **Standard Tenants**

- More than £5,000 during any one **Period of Insurance**
- Loss or damage to the heating or water systems

Section 1 – Your Buildings

Part B – Accidental Damage Option for loss or damage to Your Buildings

Your Statement of Insurance will show whether this Accidental Damage Option applies to You

What is covered

Accidental Damage to Your Buildings

What is not covered

- a) The **Excess** shown on **Your Statement of Insurance**
- b) Loss or damage arising from
 - i) anything specifically excluded under “Part A – Standard Cover” of this section
 - ii) frost
 - iii) wear or tear, rust, corrosion or gradually developing deterioration of the **Buildings**
 - iv) structural alteration, repair, maintenance, decoration, restoration, dismantling, demolition, renovation or breakdown
 - v) anything specifically covered elsewhere in this **Policy**
 - vi) any process of cleaning, drying, dyeing, heating or washing
 - vii) faulty design or workmanship or the use of faulty materials
 - viii) movement, settlement or shrinkage of the **Buildings**
 - ix) gradually operating causes
 - x) insects, parasites or vermin
 - xi) corrosion, fungus, mildew or rot
 - xii) atmospheric or climatic conditions or the action of light
 - xiii) electrical or mechanical breakdown or derangement or use contrary to manufacturer's instructions
 - xiv) any domestic pet
 - xv) scratching, bruising or denting

How do We Settle Claims under Section 1 – Cover for Your Buildings?

What is covered

We may repair, reinstate or replace the lost or damaged **Property**. If **We** cannot replace or repair the **Property** **We** may pay for the loss or damage in cash. Where **We** can offer repair or replacement through a preferred supplier, but **We** agreed to pay a cash settlement, then payment will not exceed the amount **We** would have paid the preferred supplier. If no equivalent replacement is available then **We** will pay the full replacement cost of the item with no discount applied.

We will also pay

- a) fees to architects, surveyors, consulting engineers and legal fees which **You** have to pay with **Our** consent to reinstate the **Buildings**
- b) the cost of removal of debris

We will automatically reinstate the **Sum Insured** under “Section 1 – Cover For **Your Buildings**” from the date of payment of the claim.

What is the most **We** will pay?

- a) **We** will not pay more in total than the **Sum Insured** shown on **Your Statement of Insurance** for any one claim after deduction of the **Excess** in any **Period of Insurance**
- b) **We** will not pay more than the value shown under “What is not covered” for
 - i) Temporary Accommodation
 - ii) Liability as Owner of the **Buildings**
 - iii) Loss of Rent
 - iv) Liability as owner for accidents to **Domestic Employees**
- c) **We** will deduct an amount for wear and tear if the **Buildings** are in a poor state of repair or decoration
- d) The costs or fees for preparing or handling any claim under this section.
- e) Costs in respect of undamaged parts of the Building, except the foundations of the damaged parts
- f) **We** will not pay more than £1,000 for any claim for communal radio and TV aerials, satellite dishes, communication equipment, wifi broadband and their fittings

Section 2 – Your Contents

Your Statement of Insurance will show whether You have cover under this Section and the Sum Insured applicable

Part A – Standard Cover for Loss or Damage to Your Contents

What is covered

The **Property** which is covered by this section of **Your Policy** is detailed in the definition of **Contents** on page 1 of **Your** Endsleigh Landlords Insurance **Policy** book

We will pay for loss or damage to **Your Contents** caused by:-

Fire, explosion, lightning or earthquake

Smoke

Storm or flood

Subsidence or heave of the site beneath the **Buildings** or landslip or landslide

Riot, civil commotion, strike, labour and political disturbances

What is not covered

The **Excess** shown on **Your Statement of Insurance**

Loss or damage caused by smog, agricultural or industrial operations or any gradual process.

- a) Damage caused by coastal or river erosion
- b) Damage resulting from normal settlement, shrinkage or expansion
- c) Damage caused by bedding down of new structures or settlement of newly made up ground
- d) Damage caused by the action of chemicals on or the reaction of chemicals with any materials which form part of **Your Property**
- e) Any claim for which compensation is provided by another source
- f) Damage to solid floor slabs or damage resulting from their movement, unless the foundations beneath the external walls of **Your Property** are damaged at the same time
- g) Damage resulting from
 - i) demolition or structural repairs or alterations to **Your Property** or Outbuildings
 - ii) faulty workmanship, defective design or the use of defective materials in **Your Property**

Any damage in Northern Ireland

Section 2 – Your Contents

Part A – Standard Cover for Loss or Damage to Your Contents (continued)

What is covered

Malicious damage or vandalism

Escape of oil from any fixed domestic heating installation
Escape of water from any washing machine, refrigerator, freezer, fixed domestic water or heating installation, or fixed fish tank

Theft or attempted theft

Contents in the garden

Theft of Contents while in the garden of the **Property**

Gardening equipment in outbuildings

Theft of gardening equipment from any outbuildings within the grounds of the **Property**

Impact with **Your Property** involving a vehicle, train or animal

Impact involving an aircraft or aerial device or anything falling from them

Temporary Removal

Loss or damage by any cause described under “Section 2 - **Cover for Your Contents**” for items temporarily removed from **Your Property** to

- any occupied private dwelling
- any building where **You** are residing or are employed
- any bank or safe deposit
- any trade building for the purpose of alteration, cleaning or processing
- any location elsewhere where loss or damage results from fire, lightning, explosion, or earthquake

Occupiers Liability

We will pay any amount which **You** become legally liable to pay, including costs and expenses incurred with **Our** consent, in respect of

- accidental death, bodily injury, disease or illness of any person
- **Accidental Damage to Property** happening during the **Period of Insurance** and arising solely as Occupier of the **Property**, but not its ownership,

We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by **Us** in writing

If **You** die, **Your** legal personal representatives will have the protection of this **Cover** for liability incurred by **You**

What is not covered

Loss or damage

- a) Any payment in excess of £25,000 for malicious damage or vandalism caused by a **Standard** or **Student Tenant** during any one **Period of Insurance**
- b) occurring after **Your Property** has been left **Unfurnished** or **Unoccupied** for more than 120 consecutive days, this is lowered to 90 days for properties which are let to **Standard Tenants**
- c) The first £1,000 of any claim for malicious damage or vandalism caused by a **Standard** or **Student Tenant**

- a) Damage occurring when **Your Property** is left **Unfurnished** or **Unoccupied** for more than 120 consecutive days, this is lowered to 90 days for properties which are let to **Standard Tenants**
- b) Damage to the component or appliance from which the water or oil escapes
- c) Escape of oil or water from any component or appliance not specifically referred to under “What is covered” opposite

- a) Loss or damage
 - i) occurring when **Your Property** is left **Unfurnished** or **Unoccupied** for more than 120 consecutive days, this is lowered to 90 days for properties which are let to **Standard Tenants**
 - ii) caused by **You** or any person who is living in **Your Property**
- b) Theft or attempted theft which does not involve **Forcible and Violent Entry Into or Exit From Your Property**
- c) Loss by deception unless it is only entry that is gained by deception

Any payment in excess of £500 in any **Period of Insurance**

- a) Any payment in excess of £1,000 in any **Period of Insurance**
- b) Any loss unless there has been forcible entry to the outbuilding from which the loss occurred

Damage caused by

- a) domestic pets for which either **You** or any person who is living in **Your Property** is responsible
- b) insects or vermin

- a) Any payment in **Excess** of 30% of the **Sum Insured** under “Section 2 - **Cover For Your Contents**” for any one claim
- b) Loss or damage
 - i) occurring outside the **United Kingdom**
 - ii) by theft, unless it involves **Forcible and Violent Entry Into or Exit From** the building
 - iii) by storm or flood to **Contents** in the open
 - iv) by frost
 - v) to **Contents** removed for sale or exhibition or to a furniture depository
- c) **Contents** in garages (detached or integral), sheds, greenhouses and other **Buildings**, together with domestic central heating or oil/gas tanks which are not situated within the boundaries of the land belonging to **Your Property**

- a) Any payment in **Excess** of £2,000,000 where damages are payable for any claim or series of claims arising out of one **Event**
- b) Liability in respect of
 - i) bodily injury or death, disease or illness to **You** or any person employed by **You**
 - ii) any trade, profession, business or employment, other than as Landlord of the **Property**
 - iii) loss of or damage to **Property** in **Your** care
 - iv) any contract which **You** have entered into, unless legal liability would have attached anyway
 - v) the ownership, possession or operation of
 - road vehicles or any other mechanically propelled or assisted or horse drawn vehicle
 - any power operated lift
 - vi) any wilful or malicious act by **You**
 - vii) transmission of any communicable disease by **You**
 - viii) any loss or damage to **Property** or injury, death, disease or illness of any person, caused by a dangerous dog (being a breed specially controlled under the Dangerous Dog Act 1991 or the Dogs (Muzzling) Regulations (Northern Ireland) 1991)
 - ix) bodily injury, death, disease or illness directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by or arising from the existence of or exposure to asbestos and/or asbestos containing materials

Section 2 – Your Contents

Part B – Accidental Damage Option for Loss or Damage to Your Contents

Your Statement of Insurance will show whether this Accidental Damage Option applies to You

What is covered

Accidental Damage to Your Contents

What is not covered

- a) The **Excess** shown on **Your Statement of Insurance**
- b) Loss or damage arising from
 - i) anything specifically excluded under “Part A - Standard Cover” of this section
 - ii) frost
 - iii) wear or tear, rust, corrosion or gradually developing deterioration of **Your Contents**
 - iv) structural alteration, repair, maintenance, decoration, restoration, dismantling, demolition, renovation or breakdown
 - v) anything specifically covered elsewhere in this **Policy**
 - vi) any process of cleaning, drying, dyeing, heating or washing
 - vii) faulty design or workmanship or the use of faulty materials
 - viii) damage to **Your Contents** caused by movement, settlement or shrinkage of the **Buildings**
 - ix) gradually operating causes
 - x) insects, parasites or vermin
 - xi) corrosion, fungus, mildew or rot
 - xii) atmospheric or climatic conditions or the action of light
 - xiii) electrical or mechanical breakdown or derangement or use contrary to manufacturer’s instructions
 - xiv) any domestic pet

How do We Settle Claims under Section 2 – Your Contents?

What is covered

We may repair, reinstate or replace the lost or damaged **Property**. If **We** cannot replace or repair the **Property** **We** may pay for the loss or damage in cash. Where **We** can offer repair or replacement through a preferred supplier, but **We** agreed to pay a cash settlement, then payment will not exceed the amount **We** would have paid the preferred supplier. If no equivalent replacement is available then **We** will pay the full replacement cost of the item with no discount applied.

We will automatically reinstate the **Sum Insured** under "Section 2 - Cover For Your Contents" from the date of the payment of the claim.

What is the most **We** will pay?

- a) **We** will not pay more in total than the **Sum Insured** or limit stated on **Your Statement of Insurance** whichever is the lower amount after deduction of the **Excess**
- b) **We** will not pay more than the **Replacement Value of Your Contents**
- c) **We** will not pay more than £2,500 for any single article

General Conditions

You must comply with the following conditions to have the full protection of **Your Cover**.

If **You** do not comply with these conditions, **We** may at **Our** option, cancel the **Policy** or refuse to deal with **Your** claim.

1. The Full Estimated Reinstatement Cost of Your Buildings

You must notify **Us** immediately if at any time the full estimated reinstatement cost of **Your Buildings** exceeds the **Sum Insured** stated on **Your Statement of Insurance**.

If at any time the full estimated reinstatement cost of **Your Buildings** exceeds the **Buildings Sum Insured** on **Your Statement of Insurance**, **We** will only pay the cost of repair or reinstatement less a deduction for wear, tear and depreciation in the **Event** of a claim

2. The Value of Your Contents

You must notify **Us** immediately if at any time the **Replacement Value of Your Contents** exceeds the **Contents Sum Insured** stated on **Your Statement of Insurance**.

The **Replacement Value of Your Contents** means the cost of replacing any lost or damaged item with one of the same value and condition as existed immediately prior to the loss or damage occurring

If at any time the **Replacement Value of Your Contents** exceeds the **Contents Sum Insured** on **Your Statement of Insurance**, **We** will only pay the cost of repair or reinstatement less a deduction for wear, tear and depreciation in the **Event** of a claim

3. Making a claim

Your claim will be handled by the **Insurer** named on **Your Statement of Insurance**, Endsleigh Insurance Services Limited or another agent acting on behalf of the insurer.

If loss or damage or injury occurs and there is a possibility that a claim may be made on **Your Policy**:-

- a) **You** must as soon as **You** reasonably can
 - tell **Us**
 - inform the police if **Property** is lost or if theft or malicious damage or vandalism is suspected
 - do everything **You** reasonably can to recover any missing **Property**
 - send written details of **Your** claim as soon as possible
 - give full written details within 30 days of the incident together with any supporting evidence that **We** may require
- b) **You** must also
 - send any writ or summons immediately
 - send any other claim related letter or document as soon as **You** reasonably can
 - if requested provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **Your Property**. **We** may also require **You** to obtain estimates for the replacement or repair of damaged **Property**. **We** will only ask for information relevant to **Your** claim and **We** will pay for any reasonable expenses **You** incur in providing **Us** with the above information as part of **Your** claim.

c) **You** must not admit liability for nor offer to settle any claim made against **You** without **Our** written consent

d) **You** may not abandon any **Property** to **Us** or to **Our Authorised Underwriting Agents**

4. Handling the claim on Your behalf

We are entitled to take over and conduct in **Your** name and on **Your** behalf any defence negotiation, prosecution or claim in respect of any Third Party and **We** shall have full discretion in the conduct of negotiations and proceedings and the settlement of any claim

5. Taking care of Your Property

You must take all reasonable steps to prevent any loss or damage to any **Property** insured by this **Policy**

You must maintain all insured **Property** in good condition and in a good state of repair

6. Changes in Your circumstances

You must notify Endsleigh in writing as soon as is reasonably possible of any change which may affect this **Policy** and in particular:-

- a) any change of ownership; or
- b) any change in or end to tenancy agreements; or
- c) if **Your Property** will be **Unoccupied** or **Unfurnished** for more than 120 consecutive days, this is lowered to 90 days for properties which are let to **Standard Tenants**

You must notify Endsleigh at the renewal of **Your Policy** if **You** have been declared bankrupt or have been convicted of arson or of any offence involving dishonesty of any kind, including fraud, theft or handling of stolen goods

If there is any alteration after inception of this **Policy** which increases the risk of loss, damage, accident or liability, **We** may void the **Policy** and in the process refuse to deal with any claim unless such alteration has been accepted by **Us** in writing

7. Misrepresenting a claim

If **You** make a claim knowing it to be false, fraudulent or misrepresented in amount or otherwise so as to prejudice **Our** position, all **Your** rights to claim shall be forfeited and all **Cover** under the **Policy** shall cease immediately

8. Cancellation

14 Day cooling off period

You have the right to cancel **Your Landlords Policy** and all associated **Cover** sections within 14 days starting from the day **You** receive **Your Landlords Policy**. **We** will refund **Your** premium less a charge for the period **You** have been insured, unless **Your Landlords Policy** has been terminated following a claim in which case no refund will be due. **We** will charge **You** an administration fee in connection with this cancellation.

Cancellation after the cooling off period

This Landlords **Policy** excluding the Payment Protection Insurance section as outlined under General Provisions condition may be cancelled

- a) by **You** sending **Us** notice to the address shown on **Your Statement of Insurance**. **We** will return a proportionate refund of

General Conditions (continued)

the premium **You** have paid in respect of the unexpired term of this **Policy** unless a claim or an incident likely to give rise to a claim has occurred during the current **Period of Insurance**. In the **Event** of a claim no refund of premium will be given.

- b) by **Us** or **Our Authorised Underwriting Agents** by sending **You** seven days notice in writing to **Your** last known address. **We** will return a proportionate refund of the premium **You** have paid in respect of the unexpired term of this **Policy** unless a claim or an incident likely to give rise to a claim has occurred during the current

Period of Insurance. In the **Event** of a claim no refund of premium will be given.

- c) by **Us** or **Our Authorised Underwriting Agents** immediately if **You** do not pay the premium or any loans for financing insurance premiums.

9. Insurance covering the same property

If at the time of any loss, damage or liability resulting in a claim under this **Policy**, **You** have any other insurance covering the same loss, damage or liability, **We** will only pay **Our** share of the claim

General Exclusions

These Exclusions Apply to the Whole Policy

1. Radioactive contamination

We will not cover any claim or expense of any kind caused directly or indirectly by

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

2. War risks and Terrorism

This Landlords Insurance **Policy** does not **Cover** death, bodily injury, loss, damage, cost or expense of whatever nature or any consequence resulting directly or indirectly from or in connection with:

- a) war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, coup, riot, mutiny, property being confiscated by any government or local authority or civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
b) any act of terrorism regardless of any other cause or **Event** contributing at the same time or in any other sequence to the loss.

For the purposes of this exclusion an act of terrorism means

- i) the use or threat of force and/or violence; and/or
ii) harm or damage to life or to **Property** (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.
c) Any action taken in controlling preventing suppressing or in any way relating to (a) or (b) above.

3. Sonic bangs

We will not pay for loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

4. Pollution or contamination

We will not pay for any claim or expense of any kind caused directly or indirectly by pollution or contamination, other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place

5. Reduction in value

We will not pay for any reduction in the value of the **Property** insured following repair, reinstatement or replacement paid for under this **Policy**

6. Miscellaneous exclusions

We will not pay for

- a) any liability arising from an agreement which would not have existed in the absence of that agreement
b) any household goods or **Personal Effects** owned by any tenant living in **Your Property**
c) any accident, injury, loss or damage occurring before the **Cover** under this **Policy** started
d) any loss or damage caused by deception, unless it is only entry that is gained by deception
e) any liability arising directly or indirectly from any business profession or trade
f) any liability arising directly or indirectly from the transmission of
– Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused
– any communicable disease
by **You** or any person living in **Your Property**
g) any **Property** primarily owned or held in trust in connection with any business, profession or trade, other than that relating to the letting of **Your Property**

7. Uninsurable risks

We will not pay for:-

- a) the cost of maintenance
b) damage caused by wear and tear, atmospheric and climatic conditions (other than storm or flood), rot, fungus, insects, vermin or any gradually operating cause
c) damage caused by the process of cleaning, dyeing, repair or restoration
d) mechanical or electrical breakdown
e) confiscation or detention by order of any Government, Public or Police Authority

8. Items Part of a Set

We will not pay for the replacement of, or work on, any undamaged or remaining items solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.

How to make a claim

Who will deal with Your claim?

Your claim will be handled by the **Insurer** named on **Your Statement of Insurance**, Endsleigh Insurance Services Limited or another agent acting on behalf of the insurer.

Claims contact information is included in your policy welcome documents and on our website endsleigh.co.uk/claim-centre

What are the claims procedures?

You should:-

- 1) Check all your policy documents to make sure that the cause of the loss or damage is covered and that the appropriate cover is in place.
- 2) Read the General Conditions in your policy book
- 3) Contact **Us**

We will deal with **Your** claim as quickly as possible, taking into account the nature of the claim and whether **We** have all the information **We** may reasonably require. If **We** need additional information, proof of purchase, or other documents, **We** will tell you straight away.

In some cases **We** may arrange for a member of **Our** staff or an independent Chartered Loss Adjuster to discuss the claim with you. This is not always necessary but when it is **We** will advise you of the name and address of the loss adjuster and **We** will monitor progress of the claim. Please do not worry if this happens, it is normal claims procedure and the aim is to speed up consideration of claims

Please remember, if **Your Insured Phone** has been stolen **You** must inform the Police within 24 hours of the theft and obtain from them a Police Crime Report Reference Number. **You** must inform **Your** Airtime Provider within 24 hours of the theft to enable them to place an immediate bar on **Your Insured Phone** number to prevent misuse.

If **Your Insured Phone** requires repair or replacement **You** must remove **Your** SIM or Smart card before collection by the courier. **Your** SIM or Smart card must be put in a safe place as **You** will need it when **You** receive **Your** repaired or replaced mobile phone.

Important

Following any claim where **We** have replaced an item or refunded **You** the replacement cost of an item, the item will no longer be covered on **Your** policy. If you wish to maintain **Your** current level of **Cover** it is important that **You** ring us on 0333 234 1558.

Section 3 – Landlords Legal Cover

Your Statement of Insurance will show whether You have cover under this Section and the Sum Insured applicable

This is the Landlords Legal **Cover** section of **Your Policy** which sets out the agreement between **You** and ARAG plc. Please read it carefully to familiarise yourself with the terms and conditions. If **You** are unsure about anything **You** have read please contact Endsleigh Insurance Services Limited.

About ARAG plc

ARAG plc is a specialist legal expenses company. **We** are authorised to administer this insurance on behalf of the Insurer, HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG is authorised and regulated by the Financial Conduct Authority firm registration number 452369. HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 695331).

Definitions

Wherever the following key words and phrases appear in this section they will always have these meanings:

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

Insurer – HDI Global Specialty SE who underwrite this insurance cover section.

Legal Costs & Expenses –

- Reasonable legal costs, fees and disbursements reasonably and proportionately charged by the Appointed Advisor on the **Standard Basis** and agreed in advance by **Us**
- Other side's costs, except if **You** are prosecuted, where **You** have been ordered to pay them or pay them with **Our** agreement
- Your** basic wages or salary from **Your** work as an employee while attending court at the request of the Appointed Advisor where **Your** employer does not pay **You** for time lost (up to a maximum of £100 per day and £1,000 in total)
- Accommodation expenses under What is covered 5

Property – The property shown in **Your Statement of Insurance** to which this policy attaches and which is located in England and Wales, Scotland or Northern Ireland

Reasonable Prospects of Success – Where **You** have a greater than 50% chance of successfully pursuing **Your** claim against another person. If **You** are seeking damages or compensation, there must also

be a greater than 50% chance of enforcing any judgment that might be obtained

In criminal prosecution claims where **You**

- plead guilty, where there is a greater than 50% chance of successfully mitigating **Your** sentence or fine or
- plead not-guilty, where there is a greater than 50% chance of that plea being accepted by the court

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

Small Claims Court – A court in England & Wales that hears a claim falling under the the small claims track in the County Court as defined by section 26.6(1) of the Civil Procedure Rules 1999; a Sheriff court in Scotland or a court in Northern Ireland where the sum in dispute is less than £3,000.

Standard Basis – The basis of assessment of costs where the court only allows recovery of costs which are proportionate to the claim and which have been reasonably incurred

We/Us/Our – ARAG plc who is authorised to administer this insurance cover section on behalf of the **Insurer**

You/Your – The person(s) named in **Your Statement of Insurance** and/or any person or business appointed as their agent to manage the letting of the named persons **Property** to the extent that any such agent has acted on behalf of the person named in **Your Statement of Insurance**

What is covered

This section Covers **You** for the following Events:

1. Property damage, nuisance and trespass

- An **Event** which causes visible damage to **Your Property** and/or anything owned by **You** at **Your Property**
- a public or private nuisance or a trespass relating to **Your Property**

2. Repossession

2.1 **Cover** for tenancies under the Housing Acts for England, Wales and Scotland
Pursuit of **Your** legal rights to repossess **Property** that **You** have let under:

- an assured shorthold tenancy; or
- a shorthold tenancy; or
- an assured tenancy as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act Providing **You**
 - give the tenant the correct notices for the repossession of **Your Property**; and
 - will try to get repossession under:
 - Schedule 2, Part 1 (grounds 1 to 8) of the Housing Act 1988 as amended by the Housing Act 1996; or
 - Schedule 5, Part 1 (grounds 1 to 8) of the Housing Act (Scotland) 1988; or
 - Part 1, Section 21 of the Housing Act 1988 amended by the Housing Act 1996; or
 - Part 2, Section 33 of the Housing Act (Scotland) 1988

2.2 **Cover** for tenancies that do not fall under the Housing Acts for England, Wales and Scotland

- Pursuit of **Your** legal rights to repossess **Your Property** that **You** have let
- under a contractual tenancy agreement that was created after 1988 where **Your Property** is let for residential purposes and the annual rent is no greater than £100,000 and the Housing Acts in England, Wales and Scotland do not apply to **Your** tenancy; or
 - in accordance with the Private Tenancies (Northern Ireland) Order 2006; or
 - to a limited company or business partnership for residential use by employees; or
 - where **You** live at **Your Property** and have one or two written licence agreement(s) which contain(s) a termination clause
- Provided that
- in respect of 2.2 (i) above **You** will be seeking repossession in accordance with the forfeiture clause of the contractual tenancy agreement
 - in respect of 2.2 (iv) above **You** will be seeking to invoke the termination clause

What is not covered

- Damage to **Your Property** that arises from or relates to a contractual agreement other than a tenancy agreement
- The first £250 of each and every claim brought under 1b), except where **You** bring a claim against a person who is living at **Your Property** without **Your** permission. **We** will ask **You** to pay the first £250 when **We** accept **Your** claim
- Trespass by **Your** tenant or ex-tenant
- Any claim arising from or relating to:-
 - Legal Costs & Expenses** incurred before **We** accept **Your** claim
 - any actual or alleged act, omission or dispute occurring prior to, or existing at the start of cover under this section which **You** knew or ought reasonably to have known could give rise to a claim under this section
 - any disagreement with **Your** tenant during the first 90 days of the first **Period of Insurance** where the tenancy agreement started before the start of **Your Cover** (unless **You** had similar cover in force to this **Cover** immediately before the start date of this **Cover**)
 - an allegation or prosecution against **You** involving:
 - assault, violence or dishonesty;
 - malicious falsehood;
 - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
 - illegal immigration;
 - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
 - the other side's costs in criminal cases, fines, penalties or compensation awarded against **You**
 - registering assessing or reviewing rent, rent control, rent, rates or land tribunals or service charges
 - a judicial review
 - a dispute with **Us** or the **Insurer** not dealt with under Condition 6 overleaf

Section 3 – Landlords Legal Cover (continued)

What is covered

3. Recovery of rent arrears

Pursuit of **Your** legal right to recover rent owed to **You** by **Your** tenant or ex-tenant

4. Prosecution defence

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

5. Accommodation costs

Your accommodation costs up to £75 per day up to £2,250 in total while **You** are unable to get possession of **Your Property** providing that possession is sought because **You** wish to live at **Your Property**

Following an **Event** that is covered the **Insurer** will pay **Your** Legal Costs & Expenses provided that:

- 1) **You** have paid **Your** premium
- 2) **Your** claim
 - always has **Reasonable Prospects of Success**
 - is reported to **Us** during the **Period of Insurance** and within 60 days of **You** first becoming aware of circumstances which could give rise to a claim under this section
- 3) unless there is a conflict of interest, **You** agree to use the Appointed Advisor nominated by **Us** in any claim
 - falling under the jurisdiction of the **Small Claims Court**, and/or
 - prior to the issue of proceedings
- 4) the dispute can be heard by a court (or other body that **We** agree to)

What is the most We will pay?

The most the **Insurer** will pay for an **Event** that is covered is £50,000 including the cost of appeals

Conditions which apply to this section

If the **Insurer's** risk under this section has increased due to **Your** failure to keep to any of these conditions the **Insurer** may cancel this section, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Legal Costs & Expenses** from **You** should this occur

1. Your Responsibilities

- You** must
- a) observe and keep to the terms of this section
 - b) not do anything that hinders **Us**, the **Insurer** or the Appointed Advisor
 - c) tell **Us** immediately after **You** first become aware of any cause, **Event** or circumstances which could give rise to a claim under this section
 - d) tell **Us** immediately of anything that may materially alter **Our** assessment of the claim
 - e) cooperate fully with the Appointed Advisor and **Us**, give the Appointed Advisor any instructions **We** require, and keep them updated with progress of the claim
 - f) provide **Us** with everything **We** need to help **Us** handle the claim
 - g) take reasonable steps to recover **Legal Costs & Expenses** that the **Insurer** pays and repay them to the **Insurer** should these be paid to **You**
 - h) tell the Appointed Advisor to have the **Legal Costs & Expenses** assessed or audited if **We** require
 - i) minimise any **Legal Costs & Expenses** and try to prevent anything happening that may cause a claim
 - j) allow **Us** at any time to take over and conduct in **Your** name any claim, proceedings or investigation

2. The Appointed Advisor

- a) In certain circumstances as set out in 2 c) below **You** can choose an Appointed Advisor. In all other cases **We** shall choose the Appointed Advisor
- b) Where **You** wish to exercise the right to choose, **You** should write to **Us** with **Your** nominated representative's contact details. **Your** chosen Appointed Advisor must agree to act under **Our** standard terms of business (which may include a "no-win-no-fee" agreement) and must cooperate with **Us** at all times
If **We** disagree with **You** over the appointment of an Appointed Advisor then **We** will agree for another suitably qualified person to decide the matter
- c) If either **We** agree to start legal proceedings or legal proceedings are issued against **You** and the court requires any representative to be legally qualified, or there is a conflict of interest, **You** may choose a suitably qualified Appointed Advisor. **Your** right to choose never applies to **Small Claims Court** claims unless there is conflict of interest
- d) If the Appointed Advisor refuses with good reason to continue acting for **You**, or **You** dismiss the Appointed Advisor without good reason, or **You** withdraw from the claim without **Our** written agreement, cover will end immediately

3. Our Consent

We must give **Our** written consent to incur any **Legal Costs & Expenses**. The **Insurer** does not accept any liability for **Legal Costs & Expenses** incurred without **Our** written consent.

4. Settlement

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

5. Counsel's Opinion

We may require **You** to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports **You** then the **Insurer** will pay for the opinion.

6. Arbitration

If there is a dispute between **You** and **Us** about the handling of a claim or the choice of an Appointed Advisor, **You** can make a complaint to **Us** as described below in this section and **We** will try to resolve the matter.

If **We** are unable to satisfy **Your** concerns **You** can ask the Financial Ombudsman Service to review **Your** complaint. Otherwise any dispute that remains unresolved shall be referred for arbitration to an independent solicitor to be agreed by the parties. If an independent solicitor cannot be agreed upon, then an arbitrator will be appointed by the President for the time being of England and Wales. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

7. Cancellation

If **You** cancel **Your** Endsleigh Landlords Insurance **Policy**, cover under this section shall cease

8. Acts of Parliament

All Acts of Parliament within this section shall include any subsequent amendment or replacement legislation

9. Data Protection

It is agreed by **You** that any information provided to **Us** &/or the **Insurer** regarding **You** will be processed by **Us** &/or the **Insurer**, in compliance with the General Data Protection Regulation (EU) 2016/679, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties

10. Contracts (Rights of Third Parties) Act 1999

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

Note – For General conditions applying to this and all cover sections please refer to General Conditions wording on page 7.

Section 3 – Landlords Legal Cover (continued)

How to contact Us for personal legal advice or tax advice

Phone **Us** on 0333 000 2081 at any time to get legal advice over the phone about any problem **You** have either as a landlord or concerning any other personal legal matter or for advice about **UK** tax rules. Legal advice is available 24/7 every day of the year while **We** can respond to enquiries about **UK** tax law between 9.00am and 5.00pm Monday to Friday.

How to make a claim under this section

If **You** need to make a claim **You** must notify **Us** as soon as possible.

1. Under no circumstances should **You** instruct **Your** own lawyer or accountant as **We** will not pay their costs and it could invalidate **Your** cover.
2. **You** can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning 0117 917 1698 or online at www.arag.co.uk/newclaims (for **Our** mutual protection and **Our** training purposes, calls may be recorded). Please have **Your Policy** schedule to hand.
3. **We** will issue **You** with a written acknowledgement within one working day of receiving **Your** claim form.
4. Within five working days of receiving all the information needed to assess the availability of cover under the policy **We** will write to **You** either:
 - Confirming the appointment of a suitably qualified representative who will promptly progress the claim for **You**; or
 - If the claim is not covered, explaining in full why and whether **We** can assist in another way.

What happens if You have a complaint?

We are committed to providing a first class service at all times. If, however, a complaint arises, please address it to **Our** Customer Relations Department at the address shown above for ARAG plc. Alternatively, **You** can email details of **Your** complaint to customerrelations@arag.co.uk. **We** will take **Your** complaint seriously and will thoroughly review it. If the matter is not concluded to **Your** satisfaction, **You** may refer it to the Financial Ombudsman Service as explained at the front of this policy booklet.

If You change Your mind after taking this section

A 14 day cooling off period applies to **Cover** under this section which allows **You** to decide whether **You** wish to continue. Cancellation is fully explained in general condition 8 on page 7 of this policy.

What happens if the Insurer cannot meet its liabilities?

HDI Global Specialty SE is covered by the Financial Services Compensation Scheme ("FSCS"). **You** may be entitled to compensation of 90% of the cost of **Your** claim in the unlikely event that the **Insurer** cannot pay it. Further information about compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

Section 4 – Landlords Home Emergency Expenses

Your Statement of Insurance will show whether You have cover under this Section

This is the Landlords Home Emergency **Cover** section of **Your Policy** which sets out the agreement between **You** and ARAG plc. Please read it carefully to familiarise yourself with the terms and conditions. If **You** are unsure about anything **You** have read please contact Endsleigh Insurance Services Limited.

About ARAG plc

ARAG plc is a specialist assistance insurance company. **We** are authorised to provide claims services under this section on behalf of the **Insurer**, HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

Our Registered Office is at 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

Find out more about **Us** at www.arag.co.uk.

ARAG plc is a specialist legal expenses company. **We** are authorised to administer this insurance on behalf of the Insurer, HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 695331).

Definitions

Wherever the following key words and phrases appear in this section they will always have these meanings:

Contractor – The contractor or tradesman appointed by **Us** to respond to **Your Property Emergency**

Costs & Expenses –

- Costs reasonably and properly charged by the **Contractor**
- Alternative accommodation costs incurred under What is covered 9

Emergency – A sudden unexpected event occurring during the **Period of Insurance** which in **Our** opinion requires immediate remedial action in order to:

- prevent damage or avoid further damage to **Your Property**, and/or
- render **Your Property** safe or secure, and/or
- restore the main services to the **Property**, and/or
- alleviate any health risk to **Your Standard Tenant** or **Student Tenant**

Insurer – HDI Global Specialty SE

Vermin – Brown or black rats, house or field mice, and wasps' or hornets' nests

We/Us/Our – ARAG plc who is authorised to administer this insurance on behalf of the **Insurer**

What is covered

An **Emergency** is covered provided that it arises from any of the following Events

1 Main heating system

The total failure or breakdown of the main heating system in **Your Property**

2 Plumbing drainage & guttering

The sudden damage to, or blockage or breakage or flooding of, the drains, plumbing system, guttering or downpipes likely to cause damage to **Your Property** or **Contents**

3 Security

Damage to or the failure of external doors, windows or locks which compromises the security of **Your Property**

4 Toilet unit

Breakage or mechanical failure of the toilet bowl or cistern resulting in loss of function providing there is no other toilet in the **Property**

5 Domestic power supply

The failure of the **Property's** domestic electricity or gas supply

6 Lost keys

The loss of the only available keys if **You** cannot replace them to gain access to the **Property**

7 Vermin infestation

Vermin causing damage inside the **Property** or a health risk to **Your Standard Tenant** or **Student Tenant**

What is not covered

- a) **Costs & Expenses** which have been incurred before **We** accept a claim
- b) an **Event** which happens within the first 48 hours if **You** take out this section at a different date from another section of this **Policy**
- c) **Costs & Expenses** where there is no one at **Your Property** when the **Contractor** arrives
- d) any matter occurring prior to, or existing at the start of cover under this section, and which **You** knew or ought reasonably to have known could give rise to a claim under this section
- e) any wilful or negligent act or omission or any third party interference or faulty workmanship (including any attempted repair or DIY) which does not comply with recognised industry standards or manufacturer's instructions
- f) a central heating boiler which
 - i) is more than 15 years old and/or
 - ii) has not been subject to an annual service in the last 12 months
- g) LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60Kw/hr
- h) the cost of making further permanent repairs once the emergency situation has been resolved including any redecoration or making good the fabric of the Building
- i) the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
- j) damage incurred in gaining access to **Your Property**
- k) the failure to maintain any system or equipment or the replacement of parts that gradually wear and tear over time
- l) garages, outbuildings, boundary walls, fences, hedges, cess pits, fuel or septic tanks

Section 4 – Landlords Home Emergency Expenses (continued)

What is covered

8 Roof damage

Damage to the roof of **Your Property** where internal damage has been or is likely to be caused

9 Alternative accommodation costs

Overnight accommodation costs for **Your Standard Tenant** or **Student Tenant** including transport to such accommodation following a Home **Emergency** which makes **Your Property** unsafe, insecure or unreasonably uncomfortable to stay in overnight

When you call **Us** to report an **Emergency** **We** will record **Your** details and then decide on the best course of action to limit **Your** loss &/or repair the damage provided that:

- **Your Property** is located in the **UK** or Northern Ireland.
- the claim is reported to **Us**
 - during the **Period of Insurance**
 - immediately after **You** first become aware of circumstances which could give rise to a claim under this section
- **You** always agree to use the **Contractor** nominated by **Us** in any claim

We will instruct a member of **Our Emergency Contractor** Network. Please note that severe weather conditions and remote locations may affect normal standards of service

It is important that **You** do not call out **Your** own contractors as the **Insurer** will not pay their charges and it could invalidate **Your** cover

If **You** need to claim for alternative accommodation for **Your Standard Tenant** or **Your Student Tenant**, **You** must get **Our** agreement to incur any costs before booking accommodation. **You** will need to settle the bill and claim reimbursement back from **Us**

If the incident is not covered by this section then **We** can still provide assistance which will be at **Your** own cost. This may also be an event covered by Section 1 or 2 of this policy and **We** will seek to advise **You** accordingly

Conditions which apply to this section

1. Your Responsibilities

You must

- a) observe and keep to the terms of this section
- b) not do anything that hinders **Us** or the **Contractor** to assist if there is an **Emergency** at **Your Property**
- c) tell **Us** immediately after first becoming aware of an **Emergency**
- d) tell **Us** immediately of anything that may materially alter **Our** assessment of the claim
- e) cooperate fully with the **Contractor** and **Us**
- f) provide **Us** with everything **We** need to help **Us** handle the claim
- g) take reasonable steps to recover **Costs & Expenses** that the **Insurer** pays and pay to the **Insurer** all costs that are recovered should these be paid to **You**
- h) minimise any **Costs & Expenses** and try to prevent anything happening that may cause a claim
- i) allow the **Insurer** at any time to take over and conduct in **Your** name any claim, proceedings or investigation

How to make a claim under this section

If there is an **Emergency** at **Your Property** please contact **Us** on 0333 000 7862 as soon as **You** become aware of the problem providing **Us** with **Your** name, **Your Property** address and the nature of the problem

You must report any major emergency which could result in injury or serious damage to the **Property** or anyone inside of it to the **Emergency Services** or the company that supplied the service

Your call may be recorded for training and security purposes and will be answered as soon as possible

What happens if You have a complaint?

Like Endsleigh Insurance Services Limited, ARAG Plc is committed to providing a first class service at all times. If, however, a complaint arises, **You** can contact us using the number **You** rang to report **Your Emergency**. **We** will do **Our** best to help **You**. If it becomes clear that the matter has not been resolved to **Your** satisfaction, then please contact **Our** Customer Relations Department where **We** will arrange to have it reviewed at the appropriate level. They can be reached in the following ways; at 9 Whiteladies Road, Clifton, Bristol. BS8 1NN, or e-mail Us at customerrelations@arag.co.uk.

What is the most We will pay?

- m) goods or materials covered by a manufacturer, suppliers or installers warranty
- n) the failure of equipment or facilities which is as a result of them not being installed, maintained or serviced in accordance with statutory regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use
- o) a claim covered by another Home **Emergency** Assistance policy, or any claim that would have been covered by any other policy if this policy did not exist
- p) subsidence, landslip or heave
- q) replacing or adjusting any decorative part of any equipment
- r) blockage of supply or waste pipes to the **Property** due to freezing weather conditions

What is the most We will pay?

The **Insurer** will pay **Your Costs & Expenses** up to £500

2. Our Consent

The **Insurer** does not accept any liability for **Costs & Expenses** incurred without **Our** consent.

3. Arbitration

If there is a disagreement between **You** and **Us** about the handling of a claim **We** will try to resolve this through **Our** internal complaints handling procedures described on the following page of this policy. If **You** remain dissatisfied **You** can refer the dispute to the Financial Ombudsman Service

We must give **You** **Our** consent to incur any **Costs & Expenses**

4. Contracts (rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this section under the contracts(Rights of Third parties) Act 1999

5. Cancellation

If **You** cancel **Your** Endsleigh Landlords Insurance policy, cover under this section shall cease

Note – For General Conditions applying to this and all cover sections please refer to the General Conditions on page 7

We will review **Your** complaint and will try to address **Your** concerns, however if **You** remain dissatisfied **You** can contact the Financial Ombudsman Service as explained at the front of this policy booklet

If You change Your mind after taking this section

A 14 day cooling off period applies to **Cover** under this section which allows **You** to decide whether **You** wish to continue. Cancellation is fully explained in general condition 8 on page 7 of this policy

What happens if the Insurer cannot meet its liabilities?

HDI Global Specialty SE is covered by the Financial Services Compensation Scheme ("FSCS"). **You** may be entitled to compensation up to 90% the cost of **Your** claim in the unlikely event that the **Insurer** cannot meet its obligations. Further information about compensation scheme arrangements is available from the FSCS

About Your Insurers

Risk Transfer

We act as agents for the insurer for the collection and refund of premiums and the payment of claims. This means that premiums are treated as being received by the insurer when cleared funds are received by **Us** and that any premium refunds or claims monies are treated as received by **You** when it is actually paid over to **You**. There are occasions where such transactions are restricted (for example, to receiving premiums only) and **We** will tell **You** if this is the case.

Data Protection

Endsleigh is committed to being transparent about how we handle your data and protect your privacy. Full details can be found within our privacy policy which you can find at endsleigh.co.uk/privacy
