



# LANDLORDS BUILDINGS & CONTENTS INSURANCE

## **Policy Booklet**

[www.lettingshub.co.uk](http://www.lettingshub.co.uk) | [policies@lettingshub.co.uk](mailto:policies@lettingshub.co.uk)





# YOUR LANDLORDS BUILDINGS & CONTENTS INSURANCE POLICY

Thank you for choosing The Lettings Hub as **Your** broker of Landlords Buildings & Contents Insurance.

This Policy Booklet gives **You** full details of **Your** insurance cover and the terms and conditions of **Your** policy. This policy is made up of individual sections. **You** may not be covered under all sections in this Policy Booklet, depending on which type of cover **You** have selected. The cover **You** have selected is detailed in **Your** Policy Schedule.

Please read this document carefully together with **Your** Policy Schedule for precise details of **Your** insurance protection and to check that it meets **Your** requirements.

**Your** premium has been based on the information shown in **Your** Policy Schedule and recorded in **Your** Statement of Fact. Please contact The Lettings Hub Customer Services team immediately if any details are incorrect or the insurance protection provided does not meet **Your** requirements.

**You** will find useful information and guidance on The Lettings Hub website [www.lettingshub.co.uk](http://www.lettingshub.co.uk).

If **You** have any questions about **Your** policy or need to update any of **Your** details please call Customer Services.

## IMPORTANT

**It's really important that all Your details are correct and up to date as incorrect information could invalidate Your policy and result in a claim being declined. You must tell The Lettings Hub about any facts or changes which affect Your insurance and which have occurred either since this policy started or since the last renewal date. If You need to change anything, please contact The Lettings Hub immediately to update Your policy.**

## Important numbers

**0117 374 7117**

Claims

**0161 412 1548**

Emergency assistance

**0345 450 9903**

Customer services & renewals

## Opening Hours

	Claims	Emergency assistance	Customer services & renewals*
<b>Monday</b>	24 hours	24 hours	9.00am – 8.00pm
<b>Tuesday</b>	24 hours	24 hours	9.00am – 8.00pm
<b>Wednesday</b>	24 hours	24 hours	9.00am – 8.00pm
<b>Thursday</b>	24 hours	24 hours	9.00am – 8.00pm
<b>Friday</b>	24 hours	24 hours	9.00am – 5.00pm
<b>Saturday</b>	24 hours	24 hours	9.00am – 12.30pm
<b>Sunday</b>	24 hours	24 hours	Closed

\*Please note customer services lines are closed on Public/bank holidays

# ABOUT YOUR POLICY

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## Understanding and using your policy

This section "About Your Policy" does not form part of the insurance contract. It includes information that will help You to understand and use Your policy.

Insurance policies can be difficult to understand, so We have tried to make this document easy to read. Some words have a special meaning and these are defined on pages 7 to 11. From now on whenever a word with a special meaning is used it will be printed in **bold** type.

**Your** policy is in three parts – the policy wording (Policy Booklet and Policy Summary) **Your** Policy Schedule, and **Your** Statement of Fact.

The policy wording explains what is and what is not covered, how **We** settle claims and other important information.

**Your** Policy Schedule shows which sections of the policy wording apply to **You**, the limits to the cover and **Your** premium. Please keep **Your** Policy Schedule with the policy wording. **Your** Statement of Fact confirms the information that **You** have provided to **Us** at the start of **Your** policy.

**You** will be sent a new Policy Schedule whenever **You** or **We** make a change to the insurance and each year before renewal so **You** can check that the cover still meets **Your** needs.

Once **You** have received **Your** policy documents **You** will have 14 days to make sure the cover is exactly what **You** need. If it isn't, **You** can send back **Your** documents to The Lettings Hub who will liaise with **Us** to make any necessary changes approved by **Us**. Alternatively, **You** can request cancellation of this policy and **You** will receive a full refund of **Your** premium, as long as no claim has been made.

Remember to keep **Your** sums insured (which are shown on **Your** Policy Schedule) up to date, particularly when **You** acquire new items.

**Your** cover under this policy is for cash settlement on a new for old basis, except for Section 3 – Legal Liabilities and Section 5 – Emergency Assistance. Refer to the relevant sections in the policy wording for how these claims are settled. Please remember to keep **Your** sums insured up to date when **You** buy new items.

If **You** have any questions please contact The Lettings Hub on 0345 450 9903 or email [policies@lettingshub.co.uk](mailto:policies@lettingshub.co.uk).

**Your** policy is arranged by The Lettings Hub Limited, which represents **You** in **your** dealing with **Us**. It is an Appointed Representative of Let Insurance Service Limited (LIS). LIS is an independent intermediary and is authorised and regulated by the Financial Conduct Authority under reference number 474985.

The Lettings Hub deals with **Us** through Legal Protection Group Limited, which arranges **Your** policy on **Your** behalf with **Us**.

Other specialist firms may be instructed to advise in respect of claims or, in **Your** name, to recover from third parties in respect of any claims payment **We** make to **You**. The firm(s) may be based outside the UK and Channel Islands and shall handle **Your** data applying the same levels of confidentiality, protection and security that are applied in the UK and Channel Islands. Further information about international transfers is in **Our** Privacy Notice.

Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Riviera Insurance Services Limited (firm reference number 786116). Riviera Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

The insurers for each section of cover provided under this insurance are as follows:

Cover Section 1 – Buildings, Section 2 – Landlords **Contents**, Section 4 – Locks and Keys, and Section 5 – Emergency Assistance is underwritten by Devon Bay Insurance Company Limited, 201 The Rogers Office Building P.O. Box 941, Edwin Wallace Rey Drive, George Hill, Anguilla.

Cover Section 3 – Legal Liabilities. Is underwritten by Ascot Syndicate 1414 at Lloyd's which is managed by Ascot Managing Agency Limited. Ascot Managing Agency has given delegated authority to Legal Protection Group Limited to arrange, underwrite and bind insurance on their behalf under the Unique Market Reference Number specified in the Schedule.

The insurers, in relation to the Cover Section(s) they each underwrite are referred to as **We** or **Us** in this policy document.

Please note that Devon Bay Insurance Company Limited and Legal Protection Group Limited are related parties.

# OUR SERVICE TO YOU

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**Our** goal is to provide excellent service to all of **Our** customers but **We** recognise that things do go wrong occasionally. **We** take complaints **We** receive seriously and aim to resolve each of **Our** customers' problems promptly. To ensure that **We** provide the kind of service **You** expect, **We** welcome **Your** feedback. **We** will record and analyse **Your** comments to make sure that **We** continually improve the service that **We** offer.

## Complaints

If **You** do need to make a complaint, please initially present it to **Your** broker. The Lettings Hub will then provide **You** with an update and give **You** an expected date of response. This will not be beyond 20 working days from when **You** first made **Your** complaint. If **We** have failed to sort out the situation within 40 working days, the following would apply:

## The Lettings Hub

**You** should contact The Lettings Hub either by email, telephone or in writing at:

The Insurance Team, The Lettings Hub, 8 Axon, Commerce Road, Lynch Wood, Peterborough, PE2 6LR

**Tel:** 0345 450 9903

**Email:** policies@lettingshub.co.uk

The Lettings Hub will deal with any complaints concerning their conduct and will contact **Us** on **Your** behalf in relation to complaints concerning **Our** conduct.

## Financial Ombudsman Service

The UK Financial Ombudsman service can hear complaints concerning UK Intermediaries that are authorised by the FCA. If **You** decide to contact the FOS in relation to The Lettings Hub **You** must have given them the opportunity to resolve **Your** complaint. However, if after 40 working days **You** still feel unhappy and that the matter has not been resolved to **Your** satisfaction, **You** can contact the FOS at:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

**Tel:** 0800 023 4 567

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

If **Your** complaint relates to policy coverage or the way a claim has been handled, **your** complaint will be referred to the Insurers below:

## In respect of Sections 1,2,4 and 5 only

**You** should refer the matter to Devon Bay Insurance Company Limited using the contact details below, quoting **Your** policy number to:

**Post:** The Compliance Officer, Devon Bay Insurance Company Limited, 201 The Rogers Office Building P.O. Box 941, Edwin Wallace Rey Drive, George Hill, Anguilla.

**Email:** enquiries@devonbayinsurance.ai

Devon Bay Insurance Company's Compliance Officer will acknowledge the complaint. Devon Bay Insurance Company Limited aims to resolve **Your** concerns within three working days but if **We** are unable to do so **We** will confirm to **You** in writing that **We** have received **Your** complaint within five working days and will advise **You** of the person who will be dealing with the complaint, and when **You** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.

**Your** complaint will be thoroughly investigated and Devon Bay Insurance Company Limited will respond to it as soon as possible. Within eight weeks Devon Bay Insurance Company Limited will provide a final response to **Your** complaint in writing or, if it is not possible to respond within that time, they will inform **You** in writing within twenty business days, why they have been unable to resolve the complaint within that time, why they need more time to do so and when **You** can expect to receive their final response.

If Devon Bay Insurance Company Limited have not completed their investigations within eight weeks after the complaint was made, they will write to **You** and explain why there is a further delay. **We** will also confirm when they expect to issue their final response and advise also to confirm when they expect to issue their final response.

Important: This complaints notification procedure does not affect **Your** right to take legal action.

## In respect of Section 3 only

**You** should refer the matter to Legal Protection Group Limited using the contact details below, quoting **Your** policy number to:

**Post:** Customer Services Department, Legal Protection Group Limited, Briarland Office Park, Gloucester Road, Ruggeway, Bristol BS35 3QH.

**Email:** complaints@legalprotectiongroup.co.uk

**Tel:** 0333 700 1040 (lines are open Monday to Friday 9am to 5pm).

Legal Protection Group Limited will review **Your** complaint and will investigate the circumstances regarding **Your** complaint and write to **You** within fourteen (14) calendar days with a response.

If **You** are not satisfied with Legal Protection Group Limited's response, or **You** have not received a response within fourteen (14) calendar days, **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **Your** complaint and provide **You** with a full written response. If **You** wish to ask Lloyd's to investigate **Your** complaint **You** may do so by contacting:

**Complaints:** Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN.

**Email:** complaints@lloyds.com

**Tel:** 0207 327 5693

Details of Lloyd's complaints procedures are set out in a Leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If **You** remain dissatisfied after Lloyd's has considered **Your** complaint **You** have the right to refer **Your** complaint to the Financial Ombudsman Service (see Financial Ombudsman Service).

## Financial Services Compensation Scheme (FSCS)

Ascot Syndicate 1414 at Lloyd's are covered by the FSCS. **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Full details are available from the FSCS at: [www.fscs.org.uk](http://www.fscs.org.uk).

**Tel:** 0800 678 1100 or 0207 741 4100

It should be noted that Devon Bay Insurance Company Limited, and Legal Protection Group Limited are not members of and therefore are not covered by the FSCS.

## Fraud prevention, detection & claims history

In order to prevent and detect fraud **We** and/or other on **Our** behalf and/or The Lettings Hub and/or Legal Protection Group may at any time:

- share information about **You** with other organisations and public bodies including the police;

- check and/or file **Your** details with fraud prevention agencies and databases, and if **You** give **Us** false or inaccurate information and **We** and/or they suspect fraud, **We** and/or they will record this.

**We** and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **You** and members of **Your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** accounts or insurance policies;
- check **Your** identity to prevent money laundering, unless **You** provide **Us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

**We** can supply on request further details of the databases **We** access or contribute to.

## Claims history

Under the conditions of **Your** policy **You** must tell **Us** and The Lettings Hub about all insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When **You** tell **Us** about an incident **We** and/or other on **our** behalf or **your** broker may on **your** behalf record information relating to it on a database.

**We** may search these databases when **You** apply for insurance, in the event of any incident or claim, or at time of renewal to validate **Your** claims history or that of any other person or property likely to be involved in this policy or claim.

# THE INSURANCE CONTRACT

This policy is a legal contract between **You** and **Us**. The policy wording, Policy Schedule and Statement of Fact make one document and must be read together. Please keep them together in a safe place.

The contract is based on the information **You** gave **Us** when **You** applied for the insurance.

**Our** part of the contract is that **We** will provide the cover set out in this Policy Booklet:

- for those sections for which **You** are insured, as detailed on **Your** Policy Schedule;
- for the **Insurance Period**, as detailed on **Your** Policy Schedule.

**Your** part of the contract is:

- **You** must pay the premium shown on **Your** Policy Schedule for each **Insurance Period**;
- **You** must comply with all the terms and conditions set out in this policy.

If **You** do not meet **Your** part of the contract, **We** may turn down a claim, increase the premium or **You** may find that **You** do not have any cover.

**We** can both choose the law which will apply to this contract. However, unless it says differently anywhere else in this policy, or unless **You** and **We** agree otherwise, the law that applies to this contract is the law which applies to the part of the United Kingdom, the Channel Islands or the Isle of Man in which **You** live.

## Data protection

### The Lettings Hub

The Lettings Hub and Legal Protection Group represent **You** in relation to the arrangement of this insurance with **Us**, and matters arising under it. In performing their duties, they will process **Your** personal data.

The Lettings Hub are required to process **Your** personal data in accordance with the General Data Protection Regulation (the "GDPR").

Please refer to The Lettings Hub's Privacy Notice which sets out the basis on which they process any personal data that they collect from **You** or about **You** that **You** provide to **Us** or that they receive from other sources. By processing, **We** mean when they collect, use, store, delete and access personal data.

The Privacy Notice is available on their website [www.lettingshub.co.uk](http://www.lettingshub.co.uk) or by contacting them by email on [dataprotection@lettingshub.co.uk](mailto:dataprotection@lettingshub.co.uk) or by telephone on 01733 396016.

### Legal Protection Group Limited Data Protection Notice

In order to facilitate **Our** management of the insurance, Legal Protection Group Limited may need to share personal information which has been given to them with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services relating to this insurance. Legal Protection Group Limited should only request necessary information from **You** and will only use it and disclose it in connection with this insurance.

Any personal information Legal Protection Group Limited hold about **You** will be retained by them for a period of seven years after this insurance expires and in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes Legal Protection Group Limited may need to send **Your** personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by Legal Protection Group Limited.

Legal Protection Group Limited will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (otherwise known in this context as the UK GDPR) and the Data Protection Act 2018, as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose **Your** personal data to any other person or organisation without **Your** consent.

**You** can find full details of Legal Protection Group Limited's privacy policy on their website [www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website <https://ico.org.uk>

**You** have a right to obtain information Legal Protection Group Limited hold about **You**. This is called a Subject Access Request and in order to obtain such information, please write to:

The Data Protection Officer, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH.

If **You** have a concern about the way Legal Protection Group Limited have handled **Your** personal data, then **You** have the right to report this to the Information Commissioner's Office:

**Website:** <https://ico.org.uk/concerns>

**Email:** [casework@ico.org.uk](mailto:casework@ico.org.uk)

**Tel:** 0303 123 1113

(lines are open Monday to Friday 9am to 5pm)

## Devon Bay Insurance Company Limited Privacy Notice and Your Personal Information

### Use of personal information

To provide **Our** services as an Insurer, Devon Bay Insurance Company Limited will collect and use information about **You** or a beneficiary under the policy (e.g. other identified individuals), such as name, address, and contact details. This may also include special categories of personal data and information relating to criminal convictions and offences. The purposes for which **We** use personal data may include: - evaluating **Your** insurance application and providing a quotation; providing insurance cover; handling claims; and crime prevention and detection and debt recovery.

More information about **Our** use of personal data and **Your** data protection rights are set out in the Devon Bay Insurance Company Limited Privacy Notice which can be found on **Our** website: <https://devonbayinsurance.ai/privacypolicy> alternatively, **You** may also request a copy of the Privacy Notice and exercise **Your** rights by contacting the Data Protection Officer at, Devon Bay Insurance Company Limited, 201 The Rogers Office Building P.O. Box 941, Edwin Wallace Rey Drive, George Hill, Anguilla or via the Contact **Us** page of **Our** website (see details above). **We** recommend that **You** review this notice. **Our** Privacy Notice may periodically be updated, and the most recent version will be published on **Our** website.

**We** may pass personal data, including claims information, to third parties such as intermediaries, other insurers, reinsurers, loss adjusters, administration service providers, the police and other law enforcement agencies, fraud and crime prevention and detection agencies (for example certain regulatory bodies who may require personal data themselves for the purposes described in the Privacy Notice). If **You** require details of the third parties **Your** data has been passed to and how this information is used, please contact the Data Protection Officer at the address above.

Ascot Underwriting Limited Privacy Notice and **Your** Personal Information

To provide **Our** services Ascot Underwriting will collect and use information about **You** or a beneficiary under the policy (e.g. other identified individuals), such as name, address, contact details. This may also include special categories of personal data and information relating to criminal convictions and offences. The purposes for which **We** use personal data may include: - evaluating **Your** insurance application and providing a quotation; providing insurance cover; handling claims; and crime prevention and detection and debt recovery.

**You** have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice(s) **You** should contact the insurance advisor who provided **You** with **Your** insurance in the first instance, or directly with **Us** by contacting:

Phone: 0207 743 9600

Email: [DPO@ascotgroup.com](mailto:DPO@ascotgroup.com)

Post: Ascot Underwriting Limited, 20 Fenchurch Street, London, EC3M 3BY.

### International transfers of personal data

To facilitate the management of the insurance other firm(s) outside the UK and Anguilla may handle **Your** personal data. This shall involve international transfers of personal data to/from South Africa with appropriate safeguards in place, in the form of standard contractual clauses, requiring **Your** personal data to be treated securely and in accordance with the equivalent data protection standards as apply in the UK/ Anguilla. Those safeguards are due to the UK/ Anguilla not currently awarding an adequacy decision on the level of data protection legislation of South Africa. **You** can also give **Your** explicit consent to those international transfers.

### Marketing

If **You** have given permission, Let Insurance Services trading as The Lettings Hub, The Landlord Hub, LetRisks and its suppliers or associated companies may use **Your** data to advise **You** of the latest news, products and services.



# HOW TO MAKE A CLAIM

Emergency assistance claims	All other claims
<b>0161 412 1548</b>	<b>0117 374 7117</b>

If **You** need to make a claim, what **You** need most of all is speedy, professional, practical help. That is exactly what **We** provide. Whatever the problem, big or small, **We** are here to help **You**.

When an incident happens, **You** should take any immediate action **You** think is necessary to protect **Your Property** and **Contents** from further damage, such as switching off the gas, electricity or water.

Once **You** have secured **Your Property**, **You** should notify **Us**, or **our** designated claim handlers on the following claims line 0117 374 7117 as soon as possible.

If **You** need to call The Lettings Hub helpline, please have **Your** policy number handy when **You** call. The Lettings Hub will liaise with **Us** or **Our** claims handlers on **Your** behalf. There may be times when **We** will ask **You** to complete a claim form and provide **Us** with further information. The Lettings Hub or **Our** claim handlers will be able to assist **You** in doing this on **Your** behalf.

To help **Us** deal with **Your** claim quickly, please carefully read **Your** Policy Schedule and this Policy Booklet, particularly Claims Conditions on page 8 and General Exclusions on page 28.

## Guidance when making a claim

### Claim notification

Conditions that apply to this policy and in the event of a claim are set out in this Policy Booklet. It is important that **You** comply with all policy terms and conditions and **You** should be familiar with all the requirements.

Directions for claim notification are included under Claims Conditions on page 8. Please be aware that **You** must notify **Us**, as soon as reasonably possible, of events that may give rise to a claim under the insurance, although there are some situations where immediate notice is required. Further guidance can be found under How **We** Settle Claims at the end of each section of this Policy Booklet.

Claims conditions require **You** to provide **Us** with any reasonable assistance and evidence that **We** require

concerning the cause and value of any claim. Ideally, as part of the initial notification, **You** will provide:

- **Your** name, address, and **Your** daytime and mobile telephone numbers;
- personal details necessary to confirm **Your** identity;
- policy number;
- the date of the incident;
- the cause of the loss or damage;
- details of the claim together with claim value if known;
- police details where applicable;
- names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **Us** to make an initial evaluation on whether **Your** claim is covered by this policy and the likely claim value. **We** may, however, request additional information depending upon the circumstances and value of **Your** claim which may include the following:

- original purchase receipts, invoices, instruction booklets or photographs;
- purchase dates and location of lost or damaged property.
- for damaged property, confirmation from a suitably qualified expert that the item **You** are claiming for is beyond repair.

Sometimes **Our** claim handlers or their representatives may wish to meet with **You** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations before reporting on **Your** behalf to **Us**.

# CLAIMS CONDITIONS

These are the claims conditions **You** will need to keep to as **Your** part of the contract.

If anything happens which might lead to a claim, what **You** must do depends on what has happened.

The sooner **You** tell **Us** the better.

When an incident occurs which may result in a claim, **You** must also read the information on How To Make A Claim on page 7.

**You** should also check the information on how **We** settle claims under the section of **Your** policy which covers the loss or damage.

**You** must pay **Your** premium when requested. If **You** have not paid **Your** premium, **You** may have no insurance cover, as set out in the "General Conditions" section of this policy on page 25. **We** may take any unpaid premium from any claim payment **We** make to **You**.

## What you must do

### For theft, riot, malicious acts or vandalism claims

If **You** are the victim of theft, riot, a malicious act or vandalism, tell the police immediately and ask for a crime reference number and tell **Us** as soon as **You** can, or in the case of riot tell **Us** immediately.

### For injury or damage liability claims

If someone is holding any of **Your Family** responsible for an injury or any damage, no one in **Your Family** must admit responsibility. Give **Us** full details in writing as soon as **You** can and any claim form, application notice, legal document or other correspondence sent to **Your Family** must be sent to **Us** straight away without being answered.

### For all other claims

For all other claims, tell **Us** as soon as **You** can.

**You** should do all **We** reasonably ask **You** to do to get back any lost or stolen property.

Do not throw away any damaged items before **We** have had a chance to see them.

To help **Us** deal with **Your** claim quickly, **We** may require additional information which may include the following:

- original purchase receipts, invoices, instruction booklets or photographs;
- purchase dates of lost or damaged items;

- for damaged items, confirmation by a suitably qualified expert that the item **You** are claiming for is beyond repair.

## The Lettings Hub

- In all cases, if **You** inform The Lettings Hub of a claim, they will assist **You** in presenting it to **Us** or **our** claims handlers on **Your** behalf and in dealing with any questions that **We** might raise. The claim will be made when **You** or The Lettings Hub notify **Us**. However, **We** will not reply to **Your** detriment on any delay on the part of The Lettings Hub that may be beyond **Your** control.
- Whenever **We** refer to **Your** calling or corresponding with **Us**, **You** may do so through **Your** broker, The Lettings Hub, on **Your** behalf. Equally, **Our** communications with **You** may take place with The Lettings Hub as **Your** broker, on **Your** behalf.

## Rights & responsibilities

In the event of a claim, **We** may need to get into **Your Property** that has been damaged to salvage anything **We** can and to make sure no more damage happens. **You** must help **Us** to do this but **You** must not abandon **Your Property** to **Us**.

**You** must not settle, reject, negotiate or offer to pay any claim **You** have made or intend to make under this policy without **our** written permission. **We** have the right, if **We** choose, in **Your** name but at **our** expense to:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;
- start legal action to get back from anyone else any payments that have already been made.

**You** must give **Us**, at **Your** reasonable expense, all the information **We** ask for about any claim. **You** must help **Us** to take legal action against anyone or help **Us** defend any legal action if **We** ask **You** to.

When **You** call **Us** (or **Our** designated claims handlers), at **our** discretion **We** will:

- ask **You** to get estimates for repairs or replacement items; or
- arrange for the damage to be inspected by one of **our** claims advisors or an independent loss adjuster – their aim is to help **Us** agree a fair settlement with **You**; or
- arrange for the repair or a replacement as quickly as possible.

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## Automatic reinstatement of sums insured

**We** will automatically reinstate the sum insured upon notification of a claim to **Us** unless **We** give **You** written notice to the contrary provided that **You**:

- pay **Us** the appropriate additional premium;
- take immediate steps to carry out any amendments in the protection of **Your Property** that **We** may require.

The most **We** will reinstate in any one **Insurance Period** is the sum insured.

## Other insurance

If **You** claim under this policy for something which is also covered by another insurance policy, **You** must provide **Us** with full details of the other insurance policy. **We** will only pay **Our** rateable share based upon agreed insurance market practice and procedures applicable at the time of **Your** claim. .

# DEFINITIONS

This part of the policy sets out the words that have a special meaning. Each word is listed with the meaning explained beside it and is printed in bold whenever it appears in this policy.

<b>Accidental Damage</b>	Sudden, unexpected and visible damage, which has not been caused deliberately.
<b>Building(s)</b>	<p><b>Your Property</b>, <b>Your</b> fixtures and fittings, garages, greenhouses, outbuildings, patios, paved terraces, footpaths, tennis courts, swimming pools, garden ponds, statues and fountains permanently fixed into the ground, drives, walls, fences, hedges and gates.</p> <p><b>Buildings</b> does not include aerials and satellite receiving equipment.</p>
<b>Contents</b>	<p>Household goods, furniture, furnishings, carpets, televisions, audio and video/DVD players owned by <b>You</b> or are <b>Your</b> responsibility under contract.</p> <p>If <b>Your</b> Policy Schedule states <b>Your Contents</b> insurance is "Limited <b>Contents</b>", <b>Your</b> cover is limited to fixed floor coverings including carpets, laminated wooden effect or vinyl floor coverings, curtains, fitted blinds, light fittings, fridges, freezers, dishwashers, washing machines, dryers, cookers and microwaves belonging to <b>You</b> or are <b>Your</b> responsibility under contract.</p> <p><b>Contents</b> does not include the following:</p> <ul style="list-style-type: none"> <li>• motor vehicles and children's motor vehicles whether licensed for road use or not (other than motorised or electric wheelchairs), mechanically-propelled or assisted vehicles (other than garden machinery and pedestrian controlled machinery), aircraft, trains and boats (other than models), gliders, hang gliders, wetbikes, hovercraft, and other mechanically-propelled or assisted watercraft and aircraft, caravans, trailers, or parts or accessories for any of them whether attached or detached, other than removable entertainment equipment while removed;</li> <li>• animals;</li> <li>• jewellery, articles of precious metal, clocks, watches or furs;</li> <li>• works of art or paintings;</li> <li>• clothing, personal belongings, money, credit cards, debit cards, stamp, coin and other collections, certificates, cheques, securities or documents of any kind;</li> <li>• <b>Your</b> fixtures and fittings;</li> <li>• bicycles;</li> <li>• computers, or photographic equipment;</li> <li>• any items for which special insurance cover has been arranged by <b>You</b>;</li> <li>• any items which belong to the <b>Tenant</b> or for which they are legally responsible.</li> </ul>
<b>Excess</b>	The first part of any claim which <b>You</b> must pay. This is noted on <b>Your</b> Policy Schedule.
<b>Family</b>	<ul style="list-style-type: none"> <li>• Husband, wife, or partner</li> <li>• Children (including foster children)</li> <li>• Relatives</li> </ul>
<b>Heave</b>	Upward and/or lateral movement of the site on which <b>Your Buildings</b> stand caused by swelling of the ground.

<b>Insurance Period</b>	The period shown on <b>Your</b> Policy Schedule and any further period for which <b>You</b> have paid or have agreed to pay and <b>We</b> have accepted or have agreed to accept <b>Your</b> premium.
<b>Landslip</b>	Downward movement of sloping ground resulting from the action of self-weight stresses and imposed loadings exceeding the available strength of the ground. <b>Landslip</b> may be triggered by the application of superimposed loadings from <b>Buildings</b> or may be induced by excavating into sloping ground with the result that material fails and moves down the slope.
<b>Our/Us/We</b>	Devon Bay Insurance Company Limited, 201 The Rogers Office Building P.O. Box 941, Edwin Wallace Rey Drive, George Hill, Anguilla and Ascot Syndicate 1414 at Lloyd's which is managed by Ascot Managing Agency Limited.
<b>Subsidence</b>	Downward movement of the site on which <b>Your Buildings</b> stand by a cause other than the collapse of the structure of the home.
<b>Tenancy Agreement</b>	<p>A <b>Tenancy Agreement</b> between <b>You</b> and the <b>Tenant</b> in relation to <b>Your Property</b> which is:</p> <ul style="list-style-type: none"> <li>• an Assured Shorthold <b>Tenancy Agreement</b> as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the <b>Territorial Limits</b>, or</li> <li>• a Company Residential Tenancy (Company Let) created after 28th February 1997 where the <b>Tenant</b> is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the <b>Territorial Limits</b> and <b>Your Property</b> is let purely for residential purposes of the <b>Tenant's</b> employees and their Family, or</li> <li>• a written common law residential <b>Tenancy Agreement</b> created after 28th February 1997 between individuals where the rent is in excess of £100,000 per annum or its equivalent outside of England and Wales but within the <b>Territorial Limits</b>, and which is: <ul style="list-style-type: none"> <li>i. appropriate for the tenancy; and</li> <li>ii. where relevant, signed and independently witnessed by <b>You</b>, the <b>Tenant(s)</b> and (if required as a condition of the <b>Tenant</b> reference) the guarantor; and</li> <li>iii. free from any unreasonably restrictive covenants.</li> </ul> </li> </ul>
<b>Tenant(s)</b>	Any person authorised under the terms of the lease who lives in <b>Your Property</b> and any member of their <b>Family</b> who normally lives with them.
<b>Territorial Limits</b>	The United Kingdom of Great Britain and Northern Ireland.
<b>Unoccupied</b>	When <b>Your Property</b> has not been lived in by <b>You</b> , the <b>Tenant(s)</b> or by anyone who has <b>Your</b> permission, for more than 60 days in a row. "Lived in" means slept in frequently overnight.
<b>You/Your</b>	The person(s) named as policyholder on <b>Your</b> Policy Schedule. All references in this policy to communications with <b>You</b> shall be taken to include communications with The Lettings Hub or Legal Protection Group on <b>Your</b> behalf.
<b>Your Property</b>	The insured property address shown on <b>Your</b> Policy Schedule.

## SECTION 1 – BUILDINGS

This part of the policy explains the cover **We** provide for the **Buildings** of **Your Property**, unless **Your** Policy Schedule states this section is 'Not Insured'.

	What is covered	What is not covered
	Damage to <b>Your Buildings</b> caused by the following:	
1	Fire, lightning, explosion, earthquake or smoke	The <b>Excess</b> . Damage by smoke from air pollution.
2	Storm or flood.	The <b>Excess</b> . Damage by frost. Damage to fences, hedges or gates.
3	Freezing of water in fixed water or fixed heating systems. Water or oil escaping from washing machines, dishwashers, fixed water or fixed heating systems.	The <b>Excess</b> . Damage while <b>Your Property</b> is <b>Unoccupied</b> . Damage to the appliance or system which the water or oil escapes from unless freezing causes the damage. Damage by sulphate reacting with any materials from which <b>Your Property</b> is built. Damage by water escaping which results in <b>Subsidence</b> , movement, settlement or shrinkage of any part of <b>Your Buildings</b> or the land belonging to <b>Your Buildings</b> .
4	Riot, civil commotion	The <b>Excess</b> .
5	Malicious acts or vandalism, including by the <b>Tenant</b> .	The <b>Excess</b> . Damage caused by <b>You</b> or by anyone who is lawfully on the premises other than the <b>Tenant</b> . Damage while <b>Your Property</b> is <b>Unoccupied</b> .
6	Theft or attempted theft, including by the <b>Tenant</b> .	The <b>Excess</b> . Damage caused by <b>You</b> or by anyone who is lawfully on the premises other than the <b>Tenant</b> . Damage while <b>Your Property</b> is <b>Unoccupied</b> .

	What is covered	What is not covered
7	<b>Subsidence</b> or <b>Heave</b> of the site on which <b>Your</b> building stands or of land belonging to <b>Your</b> building, or <b>Landslip</b> .	<p>The <b>Excess</b>.</p> <p>Damage to patios, paved terraces, footpaths, swimming pools, tennis courts, garden ponds, statues and fountains permanently fixed into the ground, drives, walls, fences, hedges and gates unless <b>Your Property</b> is damaged by the same cause and at the same time.</p>
		<p>Damage to solid floors unless the foundations of the outside walls of <b>Your Property</b> are damaged by the same cause and at the same time.</p> <p>Damage caused by structures bedding down or settlement of newly made up ground.</p> <p>Damage caused by the coast or a riverbank being worn away.</p> <p>Damage by or from demolition, alteration or repair to the structure of <b>Your Property</b>.</p> <p>Damage by sulphate reacting with any materials from which <b>Your Property</b> is built.</p>
8	Falling trees or branches.	<p>The <b>Excess</b>.</p> <p>Damage to fences, hedges or gates.</p>
9	Falling aerials or satellite receiving equipment, their fittings or masts.	The <b>Excess</b> .
10	Impact involving animals, vehicles, aircraft or anything dropped from them.	<p>The <b>Excess</b>.</p> <p>Damage by pets.</p>
11	<p>Fees and related costs incurred in repairing or replacing damaged parts of <b>Your Buildings</b>, provided the damage is covered under <b>Your</b> policy and subject to <b>our</b> prior agreement.</p> <p><b>We</b> will pay for:</p> <ul style="list-style-type: none"> <li>architects, engineers, surveyors and legal fees;</li> <li>the cost of removing debris, demolition, shoring up or propping up and taking away any damaged parts of <b>Your Buildings</b>;</li> <li>the cost of meeting current building regulations, local authority or other statutory requirements or conditions provided that the damaged parts of <b>Your Buildings</b> are repaired or replaced.</li> </ul>	<p>Any fees and costs <b>You</b> have to pay for preparing or progressing any claim.</p> <p>Fees and related costs incurred in meeting any building regulations, local authority or other statutory requirements or conditions if <b>You</b> were made aware of the need to meet them before the damage happened. These or any other fees or related costs that apply to any undamaged parts of <b>Your Buildings</b> are not covered.</p>

	What is covered	What is not covered
12	<p>Cover for the buyer while <b>You</b> are selling <b>Your Property</b>.</p> <p>If between the date <b>You</b> exchange contracts and the date <b>You</b> complete the sale, <b>Your Property</b> is damaged by anything insured under covers 1 to 10 and 16 (if applicable) of this section, the buyer shall be entitled to make a claim for the damage once the sale has been completed.</p>	<p>This cover does not apply if insurance on the <b>Buildings</b> has been arranged by or for the buyer.</p> <p>Damage by any cover listed elsewhere in Section 1 – Buildings and which is specifically excluded under that section.</p>
13	<p>Damage to trees, shrubs, plants and lawns by the following:</p> <ul style="list-style-type: none"> <li>• Fire, lightning, explosion, earthquake or smoke</li> <li>• Riot, civil commotion</li> <li>• Malicious acts or vandalism</li> <li>• Theft or attempted theft</li> <li>• Impact involving animals, vehicles or aircraft or anything dropped from them hitting the trees, shrubs, plants and lawns</li> </ul>	<p>The <b>Excess</b>.</p> <p>Any amount exceeding the limit shown on <b>Your</b> Policy Schedule.</p> <p>Damage by smoke from air pollution.</p> <p>Loss or damage while <b>Your Property</b> is <b>Unoccupied</b>.</p> <p>Damage caused by pets.</p>
14	<p>If <b>Your Property</b> is uninhabitable as a result of damage to <b>Your Buildings</b> covered under this policy <b>We</b> will pay:</p> <ul style="list-style-type: none"> <li>• the reasonable additional cost of similar short-term accommodation for <b>Tenant(s)</b> and also for any pets living with them.</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• rent <b>You</b> would have received but have lost, including ground rent.</li> </ul>	<p>Any costs payable by <b>You</b> or any <b>Tenant</b> once <b>Your Property</b> can be lived in again.</p> <p>The cost of alternative accommodation for any person who is not a <b>Tenant</b>.</p> <p>Any costs <b>You</b> agree to pay without <b>our</b> written permission.</p> <p>Any costs arising from damage by any cover listed elsewhere in Section 1 – Buildings and which is specifically excluded under that section.</p> <p>Any amount exceeding the limit shown on <b>Your</b> Policy Schedule.</p>
15	<p><b>We</b> will pay the cost of removing and replacing any part of the <b>Buildings</b> necessary to repair a household heating or water system that has caused an escape of water or oil.</p>	<p>The <b>Excess</b>.</p> <p>Any amount exceeding the limit shown on <b>Your</b> Policy Schedule in any one <b>Insurance Period</b>.</p>



	What is covered	What is not covered
16	<p><b>You</b> are only covered for <b>Accidental Damage</b> to <b>Your Buildings</b> if <b>Your</b> Policy Schedule states <b>Accidental Damage</b> is “Insured” under Section 1 – Buildings.</p> <p><b>We</b> will pay for:</p> <ul style="list-style-type: none"> <li>loss or damage to <b>Your Buildings</b> caused by <b>Accidental Damage</b>, up to <b>Your Buildings</b> sum insured.</li> <li><b>Accidental Damage</b> to drains and pipes and <b>Accidental Damage</b> to cables and underground tanks which are used to provide services to or from <b>Your Property</b> and for which <b>You</b> are legally responsible. If, following a blockage, normal methods of releasing a blockage between the main sewer and <b>Your Property</b> are unsuccessful, <b>We</b> will pay the cost of breaking into and repairing the pipe.</li> </ul>	<p>The <b>Excess</b>.</p> <p>Damage while <b>Your Property</b> is <b>Unoccupied</b>.</p> <p>Damage by water entering <b>Your Property</b> other than by storm or flood.</p> <p>Damage caused by mechanical, electrical or electronic fault, breakdown or failure.</p> <p>Damage by water escaping which results in <b>Subsidence, Heave, Landslip</b>, movement, settlement or shrinkage of any part of <b>Your Buildings</b> or of the land belonging to <b>Your Buildings</b></p> <p>Damage by gradual deterioration that has caused an installation to reach the end of its serviceable life.</p>
	<ul style="list-style-type: none"> <li><b>Accidental Damage</b> to glass, ceramic hobs or sanitaryware fixed to and forming part of <b>Your Property</b>. Any broken parts of the item other than the glass, ceramic hobs or sanitaryware are not covered.</li> </ul>	<p>Damage by water escaping which results in <b>Subsidence</b>, movement, settlement or shrinkage of any part of <b>Your Buildings</b> or of the land belonging to <b>Your Buildings</b>.</p> <p>Damage by any cover listed elsewhere in Section 1 – Buildings and which is specifically excluded under that section.</p> <p>Damage caused by the coast or a riverbank being worn away.</p> <p>Damage caused by or from demolition, alteration or repair to <b>Your Property</b>.</p> <p>Damage caused by or from poor or faulty design, workmanship or materials.</p> <p>Damage caused by sulphate reacting with any materials from which <b>Your Property</b> is built.</p> <p>Damage by scratching, fouling, soiling, gnawing or biting caused by pets.</p>

## How we settle claims for buildings

If **You** wish to claim under this section of **Your** policy please follow the steps detailed in How To Make A Claim on page 7. **You** should also read **Your** Policy Schedule, Claims Conditions on page 8, General Conditions on page 25 and General Exclusions on page 28.

At **our** discretion **We** will arrange for specialist investigations to be carried out.

**We** may take over and conduct in **Your** name with complete and exclusive control, the defence or settlement of any claim.

To settle **Your** claim, **We** will either:

- make a cash settlement to pay for the reasonable cost of work carried out in repairing the damaged parts of **Your Buildings** and agreed fees and related costs; or
- make a cash settlement for loss of market value of **Your Buildings** where a repair or replacement is not carried out, but not more than it would have cost to make a cash settlement to repair or replace the damage to **Your Buildings** if the repair or replacement had been carried out without delay.

Where an **Excess** applies, this will be taken off the amount of **Your** claim.

If **Your Buildings** have not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all **Your Buildings** in the same way, size, style and appearance as when they were new, including fees and related costs, **We** will pay the cost of repairing or replacing the damaged

### Index-linked inflation adjustments to your buildings sum insured

The sum insured shown on **Your** Policy Schedule will be adjusted in line with a recognised index to reflect the current rebuild value of **Your Buildings**. For **Your** protection, **We** will not reduce **Your** sum insured if the index moves down unless **You** ask **Us** to.

No extra charge will be made for any increase until the renewal of **Your** policy, when the renewal premium will be based on the adjusted sum insured and limits.

Index-linking of the sum insured will continue during repair or replacement following loss or damage provided

parts of **Your Buildings** and **We** will, where appropriate, take off an amount for wear and tear.

The most **We** will pay for any one claim, including fees and related costs, is the amount it will cost **Us** to repair the damage to **Your Buildings** in the same way, size, style and appearance as when they were new, but not more than the sum insured or any limits shown on **Your** Policy Schedule.

**We** will not pay for:

- loss of value resulting from repairs to or replacement of damage to **Your Buildings**;
- replacing or changing undamaged parts of **Your Buildings** which belong to a set or suite or which have a common design or use, such as a bathroom suite or fitted kitchen units, when the damage is restricted to a specific part or clearly defined area.

the sum insured at the time of the loss or damage represents the full rebuilding cost and **You** ensure that the work is carried out without undue delay.

Whilst **We** index-link **Your Buildings** sum insured as described above, it remains **Your** responsibility to ensure **Your Buildings** sum insured reflects the full rebuild value of **Your Property**.

## SECTION 2 – LANDLORDS CONTENTS

This part of the policy explains the cover **We** provide for **Your Contents** in **Your Property**, unless **Your** Policy Schedule states this section is 'Not insured'.

	What is covered	What is not covered
	Damage to <b>Your Contents</b> within <b>Your Property</b> caused by the following:	
1	Fire, lightning, explosion, earthquake or smoke	The <b>Excess</b> . Damage by smoke from air pollution.
2	Storm or flood.	The <b>Excess</b> .
3	Water escaping from washing machines, machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system.	The <b>Excess</b> . Damage to the appliance or system that the water or oil escapes from. Loss or damage while <b>Your Property</b> is <b>Unoccupied</b> .
4	Riot, civil commotion	The <b>Excess</b> .
5	Malicious acts or vandalism, including by the <b>Tenant</b> .	The <b>Excess</b> . Damage caused by <b>You</b> or by anyone who is lawfully on the premises other than the <b>Tenant</b> . Damage while <b>Your Property</b> is <b>Unoccupied</b> .
6	Theft or attempted theft, including by the <b>Tenant</b> .	The <b>Excess</b> . Theft or attempted theft will not be covered where force and violence has not been used to get into or out of <b>Your Property</b> , except where the theft or attempted theft was by the <b>Tenant</b> . Damage caused by <b>You</b> or by anyone who is lawfully on the premises other than the <b>Tenant</b> . Damage while <b>Your Property</b> is <b>Unoccupied</b> . For <b>Contents</b> in any garage or outbuilding, any amount exceeding the limit shown on <b>Your</b> Policy Schedule.

	What is covered	What is not covered
7	<b>Subsidence</b> or <b>Heave</b> of the site on which <b>Your Property</b> stands or of land belonging to <b>Your Property</b> , or <b>Landslip</b> .	<p>The <b>Excess</b>.</p> <p>Loss or damage resulting from solid floors moving unless the foundations of the outside walls of <b>Your Property</b> are damaged by the same cause and at the same time.</p> <p>Damage caused by structures bedding down or settlement of newly made up ground.</p> <p>Loss or damage caused by the coast or a riverbank being worn away.</p> <p>Loss or damage by or from any demolition, alteration or repair to the structure of <b>Your Property</b>.</p> <p>Loss or damage caused by poor workmanship, poor design or faulty materials.</p>
8	Falling trees or branches	The <b>Excess</b> .
9	Falling aerials or satellite receiving equipment, their fittings or masts	The <b>Excess</b> .
10	Impact involving animals, vehicles, aircraft or anything dropped from them	<p>The <b>Excess</b>.</p> <p>Loss or damage by pets.</p>
11	Accidental loss of metered water, liquid petroleum gas or oil at <b>Your Property</b> .	<p>The <b>Excess</b>.</p> <p>Loss or damage while <b>Your Property</b> is <b>Unoccupied</b>.</p> <p>Loss or damage by any cover listed in Section 2 – Landlords Contents and which is specifically excluded under that section.</p> <p>Any amount exceeding the limit shown on <b>Your</b> Policy Schedule.</p>

	What is covered	What is not covered
12	<p><b>You</b> are only covered for <b>Accidental Damage</b> to <b>Your Contents</b> if <b>Your</b> Policy Schedule states <b>Accidental Damage</b> is “Insured” under Section 2 – Landlords Contents.</p> <p><b>We</b> will pay for loss or damage to <b>Your Contents</b> caused by <b>Accidental Damage</b>, up to <b>Your Contents</b> sum insured.</p>	<p>The <b>Excess</b>.</p> <p>Damage while <b>Your Property</b> is <b>Unoccupied</b>.</p> <p>Damage by water entering <b>Your Property</b> other than by storm or flood.</p> <p>Damage caused by mechanical, electrical or electronic fault, breakdown or failure.</p> <p>Damage by water escaping which results in <b>Subsidence, Heave, Landslip</b>, movement, settlement or shrinkage of any part of <b>Your Buildings</b> or of the land belonging to <b>Your Buildings</b></p> <p>Damage by gradual deterioration that has caused an installation to reach the end of its serviceable life.</p> <p>Damage by any cover listed elsewhere in Section 2 – Landlords Contents and which is specifically excluded under that section.</p> <p>Damage caused by or from demolition, alteration or repair to <b>Your Property</b>.</p> <p>Damage caused by or from poor or faulty design, workmanship or materials.</p> <p>Damage by scratching, fouling, soiling, gnawing or biting caused by pets.</p>

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## How we settle claims for landlords contents

If **You** wish to claim under this section of **Your** policy please follow the steps detailed in How To Make A Claim on page 7. **You** should also read **Your** Policy Schedule, Claims Conditions on page 8, General Conditions on page 25 and General Exclusions on page 28.

If an item has been damaged and it can be economically repaired **We** will make a cash settlement to **You** for the cost of repairs. Otherwise, **We** will make a cash settlement to **You** to replace the item with a new one of similar quality.

**We** will not pay the cost of replacing or changing undamaged items or parts of items which belong to a set or suite, or which have a common design or use such as suites of furniture and carpets which are only damaged in one area, when the loss or damage relates to a specific part or part of an item or to a clearly defined area.

**We** will not pay for any loss of value to any item that **We** have repaired or replaced.

Where an **Excess** applies, this will be deducted from the amount of **Your** claim.

If loss or damage happens and the sum insured on **Your** Policy Schedule is less than the cost of replacing all **Your Contents** as new, **We** will, where appropriate, deduct an amount for wear and tear from the cost of the new item unless the item can be economically repaired when only the cost of the repair will be paid.

The most **We** will pay for any one claim is the amount it will cost **Us** to replace all **Your Contents** as new but not more than the sum insured or any limits shown on **Your** Policy Schedule.

# SECTION 3 – LEGAL LIABILITIES

This part of **Your** policy covers **Your** legal liabilities as a property owner. This section is underwritten by Ascot Syndicate 1414 at Lloyd's which is managed by Ascot Managing Agency Limited.

	What is covered	What is not covered
1	<p><b>Your</b> legal responsibility as owner of <b>Your Buildings</b> and land belonging to <b>Your Property</b>, to pay damages and costs to others which arise from any single event occurring during the <b>Insurance Period</b> which result in:</p> <ul style="list-style-type: none"> <li>accidental death, disease, illness or accidental physical injury to anyone;</li> <li><b>Accidental Damage</b> to physical property.</li> </ul> <p>The most <b>We</b> will pay is the limit shown on <b>Your</b> Policy Schedule, plus any additional defence costs agreed by <b>Us</b> in writing.</p> <p>If <b>You</b> die, the cover under this cause can be transferred to <b>Your</b> legal personal representative provided that the representative follows the terms and conditions of this policy.</p>	<p>Anything owned by or the legal responsibility of <b>Your</b> family.</p> <p>Injury, death, disease or illness to any of <b>Your Family</b>.</p> <p>Damage to property belonging to or held in trust by <b>You</b> or <b>Your Family</b>.</p> <p>Liability accepted by <b>You</b> under any agreement, unless the liability would exist without the agreement.</p> <p>Liability covered by any other policy.</p> <p>Liability arising from any employment, trade, profession or business of <b>You</b> or <b>Your Family</b> (except for the purpose of letting out <b>Your Property</b>).</p>
2	<p>This insured event is only applicable if <b>Your</b> Policy Schedule states that Section 1 – Buildings is insured.</p> <p>Legal responsibilities which result from the ownership of any building previously occupied by <b>You</b> and insured by <b>Us</b> and which arise because of Section 3 of the Defective Premises Act 1972 or The Defective Premises (Northern Ireland) Order 1975, as long as <b>You</b> do not have this cover under another policy.</p> <p>The most <b>We</b> will pay is the limit shown on <b>Your</b> Policy Schedule, plus any additional defence costs agreed by <b>Us</b> in writing.</p> <p>If <b>You</b> die, the cover under this cause can be transferred to <b>Your</b> legal personal representative provided that the representative follows the terms and conditions of this policy.</p>	<p>Any home previously owned and occupied by <b>You</b> in which <b>You</b> still hold legal title or have an interest in.</p> <p>Any incident which happens more than 7 years after the last day of the last <b>Insurance Period</b> in respect of any home previously insured by <b>Us</b> and owned and occupied by <b>You</b>.</p> <p>Anything owned by or the legal responsibility of <b>Your Family</b>.</p> <p>Injury, death, disease or illness to any of <b>Your Family</b>.</p> <p>Liability arising from any employment, trade, profession or business of <b>You</b> or <b>Your Family</b> (except for the purpose of letting out <b>Your Property</b>).</p> <p>Liability accepted by any of <b>Your Family</b> under any agreement, unless the liability would exist without the agreement.</p> <p>Liability covered by any other policy.</p>

## How we settle claims for legal liabilities

If someone is holding **You** responsible for an injury or any damage, **You** must not admit responsibility.

Tell **Us** as soon as **You** can by phoning the Claims Helpline on 0117 374 7117, and give **Us** full details in writing as soon as possible. Any writ, summons, legal document or other correspondence sent to **You** must be sent to **Us** straight away without being answered.

The most **We** will pay for any one claim occurring during any **Insurance Period** is the limit shown on **Your** Policy Schedule, plus any additional defence cost agreed by **Us** in writing.



# SECTION 4 – LOCKS & KEYS

This part of **Your** policy covers **Accidental Damage** to the locks and keys of **Your Property**.

	What is covered	What is not covered
1	<p><b>Accidental Damage</b> to the locks of, or loss of the keys to the outside doors of <b>Your Property</b> or to safes and alarms in <b>Your Property</b>.</p> <p>At <b>our</b> discretion, <b>We</b> will pay the cost of:</p> <ul style="list-style-type: none"> <li>• buying new keys; or</li> <li>• changing parts of the locks; or</li> <li>• replacing the locks.</li> </ul>	<p>The <b>Excess</b>.</p> <p>Damage to locks caused by mechanical, electrical or electronic fault, breakdown or failure.</p> <p>Any amount exceeding the limit shown on <b>Your</b> Policy Schedule.</p>

## How we settle claims for lock and keys

**We** will pay the cost of repairing or replacing the damaged parts of the locks and keys. The most **We** will pay for any one claim is the limit shown on **Your** Policy Schedule.

# SECTION 5 – EMERGENCY ASSISTANCE

This part of **Your** policy provides access to advice and help with the cost of emergency assistance.

Call the 24 hour emergency helpline on 0161 412 1548 after taking any immediate action **You** think is necessary to protect **Your Property** and **Contents** from further damage, such as switching off the gas, electricity or water. **We** have access to a team of contractors who are able to carry out urgent repairs 24 hours a day, 7 days a week, to help make **Your Property** safe.

If the emergency means that **Your tenants** need to move out of **Your Property** overnight, **We** may pay for reasonable alternative accommodation.

The most **We** will pay for any one claim, which includes any overnight accommodation, the cost of the emergency repair, parts and call out charges, is the limit shown on **Your** Policy Schedule.

If the emergency is a result of an incident which is also covered under a specific section of **Your** policy, **You** may be able to claim for any further repair costs under that section. Please call The Lettings Hub on 0345 450 9903 who will be happy to check this for **You**.

	What is covered	What is not covered
1	<p>A sudden and unforeseen situation which, if not dealt with immediately, would in <b>our</b> opinion:</p> <ul style="list-style-type: none"> <li>make <b>Your Property</b> unsafe or insecure and is likely to cause further damage to <b>Your Property</b> or <b>Your Contents</b>; or</li> <li>create unreasonable risk to the health and safety of <b>Your Tenant(s)</b>.</li> </ul> <p><b>We</b> will pay:</p> <ul style="list-style-type: none"> <li>the reasonable cost of one visit to effect temporary repairs carried out by a contractor authorised by <b>Us</b>;</li> <li>the reasonable cost of overnight accommodation for <b>Your Tenant(s)</b> if <b>We</b> agree that <b>Your Property</b> cannot be lived in.</li> </ul>	<p>Anything that could be foreseen.</p> <p>Damage caused by mechanical, electrical or electronic fault, breakdown or failure.</p> <p>Any subsequent repairs for the same damage.</p> <p>Damage caused when <b>Your Property</b> is lived in solely by anyone other than <b>Your Tenant(s)</b>.</p> <p>Repairs which are made by anyone other than a contractor authorised by <b>Us</b>.</p> <p>Costs incurred without <b>our</b> agreement.</p> <p>Any amount exceeding the limit shown on <b>Your</b> Policy Schedule.</p>

## How we settle claims for emergency assistance

Telephone the 24 hour emergency assistance helpline on 0161 412 1548 and they and the team will advise **You** of the next steps depending on **Your** emergency.

The most **We** will pay for any one claim is the limit shown on **Your** Policy Schedule.

Payment for repairs will be made directly to the contractor.

# GENERAL CONDITIONS

These are the conditions of the insurance **You** will need to meet as **Your** part of this contract.

## Taking care

**You** must take all reasonable steps to avoid incurring liability and prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in good repair.

## Statutory requirements

**You** must comply with all statutory and legal requirements and other safety regulations imposed by any government or local authority in relation to letting out **Your Property**. Failure to do so may invalidate **Your** policy cover.

## Changes in your circumstances

If there are any changes which might lead to a claim or increase **Your** risk of a claim, **You** must let **Us** know. A mid-term adjustment fee may apply, as detailed in The Lettings Hub Customer Terms of Business document, if any changes to **Your** details are required.

**You** must tell **Us** or **Your** insurance representative within 30 days as soon as **You** know about any of the following changes:

- **Your Property** is going to be **Unoccupied** for more than 60 days in a row;
- work is to be done on the **Buildings** which is not routine repair, maintenance or decoration;
- if **You** have any conviction for any offence;
 

There is no need to tell **Us** about parking or speeding offences or any offences which are spent under the Rehabilitation of Offenders Act 1974.
- if **You** have received any formal police caution in the last five years;
 

There is no need to tell **Us** about police cautions for parking or speeding offences
- any increase in the rebuilding cost of **Your Buildings**;
- any increase in the value of **Your Contents**;
- if any part of **Your Property** is going to be used for any trade, professional or business purposes;
 

**You** do not need to tell **Us** about any trade, professional or business use

  - i. directly connected to **You** letting out **Your Property** solely as a domestic residence; or

- ii. carried out by the **Tenant** if the trade, profession or business is of a clerical nature only.

- if **Your Property** or any part of it is going to be assigned, sublet or let out to anyone other than the **Tenant**;
- if the number of **tenants** living at **Your Property** changes. A **Family** is classed as one **Tenant**;
- if the employment status of **Tenant(s)** living in **Your Property** changes (e.g. if **You** told **Us** professional working people would occupy **Your Property** and now they are students).
- if **Your Property** is going to be let on any basis other than under a **Tenancy Agreement** as defined in Definitions on page 11.

**We** may re-assess **Your** cover and premiums when **We** are told about changes in **Your** circumstances. If **You** do not tell **Us** about changes or give **Us** incorrect information, the wrong terms may be quoted, a claim might be rejected or payment could be reduced. In some circumstances **Your** policy might be invalid, and **You** may not be entitled to a refund of **Your** premium.

## Underinsurance

It is important that **Your** sums insured represent the total cost to rebuild **Your Property** or replace **Your Contents** as new. If **You** insure less than the full value **You** are choosing to share the risk, and therefore the cost, of any losses.

If **You** make a claim and, at the time of any loss or damage, the sum insured is less than the current cost to rebuild **Your Property** or replace **Your Contents** entirely as new, **We** will reduce the amount of any payment by the proportion of the amount **You** are underinsured.

For example, if **You** state that **Your Buildings** sum insured is £100,000 when in fact it would cost £200,000 to rebuild **Your Property**, a 50% reduction would be made to any claims settlement and **You** would only receive £50,000 of cover.

## Non-Invalidation

If there is an increased risk of damage as a result of any act, omission or alteration by the **Tenant** of which **You** were not aware, **We** will not invalidate the cover under this policy, provided that **You**:

- tell **Us** as soon as **You** become aware of the increased risk;
- pay **Us** any appropriate additional premium.

## Fraud

1. If **You** make a fraudulent claim under this insurance contract, **We**:
  - a. Are not liable to pay the claim; and
  - b. May recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
  - c. May by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.
2. If **We** exercise **our** right under clause (1)(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 this 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.

## Transferring your interest in this policy

**You** cannot transfer **Your** interest in this policy to anyone else without **our** written permission.

## Cancelling this policy

### Cancelling within 14 days

If **You** change **Your** mind and decide **You** no longer want this policy, **You** can cancel it free of charge within 14 days of receiving **Your** policy documents or the start date of this policy (whichever is later). **You** can contact The Lettings Hub Customer Services team either by calling 0345 450 9903 or by email at policies@lettingshub.co.uk to confirm **Your** wish to cancel.

As long as **You** have not made a claim within the 14 days, no cancellation fee will apply and **You** will receive a full refund of any insurance premium **You** have paid for this policy. If **You** have paid by monthly instalments, The Lettings Hub will also cancel **Your** direct debit for this policy.

### Cancelling after 14 days or after you have made a claim

If **You** cancel **Your** policy after 14 days of receiving **Your** policy documents and **You** have not made any claims during the current **Insurance Period**, **We** will arrange a refund of **Your** premium, minus the pro rata cost of the days that **You** have already been insured. A cancellation fee may apply, as detailed in **our** Customer Terms of Business document. If **You** have paid by monthly

instalments, **We** will also cancel **Your** direct debit for this policy.

If **You** have made a claim within the current **Insurance Period**, **You** will not be entitled to a refund of **Your** premium and any remaining monthly instalments for the **Insurance Period** will fall due and must be paid in full. They may be deducted from any claims payment.

### If we cancel your policy

If **We** decide to cancel **Your** policy for any reason, **We** will give **You** at least 14 days notice in writing by email or to **Your** last known address. If **We** cancel **Your** policy, **We** may refund **Your** premium paid for the remainder of the current **Insurance Period**.

**Your** policy will terminate if **You** are paying by monthly instalments and fail to maintain **Your** direct debit payments on or before their due dates.

## Premium

Premium becomes due to be paid by **You** upon commencement of the policy. **You** must pay the premium within 14 days of the commencement date of the policy (or in respect of instalment premiums, when they fall due).

Immediately upon commencement of this policy, the right to receive premium is assigned by **Us** to Legal Protection Group ("LPG") in its own right absolutely. This provision is therefore notice to **You** of that assignment.

Payment of premium by **You** within 14 days of commencement of the policy is a condition precedent to **Our** liability under the policy. If premium is not paid to Legal Protection Group within 14 days of the commencement date of the policy, **We** shall have no liability under the policy so shall not have to pay any claims. If an instalment premium is not paid when due, then **Our** liability shall terminate at the end of the last period for which **You** shall have paid the instalment premium in full.

If a loss that is covered by the policy occurs within 14 days of its commencement date, but before the first premium due has been paid, or in respect of any instalment premium, if a loss covered by the policy occurs before the policy is terminated (as set out above), **We** may pay the claim (subject to the terms and conditions of the policy) after deducting all unpaid premium (all future premium instalments shall also become due on the agreement of any claim by **Us** and would be deducted from any claim payment may apply, as detailed in The Lettings Hub Customer Terms Of Business document. If **You** have paid by monthly instalments, The Lettings Hub will also cancel **Your** direct debit for this policy.

**You** agree to accept that sum in full and final settlement of the claim.

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Legal and Protection Group has agreed that it will treat payment of premium to The Lettings Hub as being payment to itself and on this basis, **We** shall treat cover as satisfying the condition of payment when the premium has been paid to The Lettings Hub.

If any provision of this section is found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this section, which shall remain in full force and effect. In those circumstances, this provision shall be interpreted to the extent possible as being amended to provide for such minimum notice of cancellation as may be allowable.

## Other conditions

There are other conditions which relate to any claim **You** may make and these are shown in the section headed Claims Conditions on page 8. **You** should also refer to any conditions shown under individual sections of **Your** policy, or any conditions or endorsements noted on **Your** Policy Schedule.

# GENERAL EXCLUSIONS

These exclusions apply to all the sections of **Your** policy. This insurance does not cover:

<b>Wear and tear</b>	Any loss, damage, liability, cost or expense of any kind caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost, or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration or any consequential loss.
<b>Existing and deliberate damage</b>	Any loss or damage caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by <b>You</b> .  Loss, damage, injury or liability as a result of an event which happened before the cover under this policy started.
<b>Rot</b>	Any loss, damage, liability, cost or expense of any kind caused by rot, whether or not this is caused directly or indirectly by any other cover included in this insurance.
<b>Business use</b>	Any loss, damage, liability, cost or expense of any kind caused by or resulting from any use of <b>Your Property</b> for business, trade or professional purposes other than the letting of <b>Your Property</b> as a domestic dwelling or any clerical business use by the <b>Tenant</b> .  By clerical business use <b>We</b> mean incidental use of <b>Your Property</b> for administrative tasks which do not involve the storage of any business stock or money and does not require any visitors to be received at <b>Your Property</b> in relation to the business.
<b>Subletting</b>	Any loss, damage, liability, cost or expense of any kind caused by or resulting from <b>Your Property</b> being sublet.
<b>Defective construction or design</b>	Any, loss damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.
<b>Date change and computer viruses</b>	Any direct or indirect, loss or damage caused: <ul style="list-style-type: none"> <li>to equipment by its failing to recognise data representing a date in such a way that it does not work properly or at all; and</li> <li>by computer viruses.</li> </ul> Legal expenses, legal benefits and/or liability arising directly or indirectly from: <ul style="list-style-type: none"> <li>equipment failing to recognise data representing a date in such a way that it does not work properly or at all;</li> <li>computer viruses.</li> </ul> but any claim for legal expenses/benefits to pursue compensation for personal injury is not excluded.  For the purposes of this exclusion: <ul style="list-style-type: none"> <li>equipment includes computers and anything else insured by this policy that has a microchip in it.</li> <li>computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.</li> <li>microchips include integrated circuits and microcontrollers.</li> <li>computer viruses include any program or software that prevents any operating system, computer program or software working properly or at all.</li> </ul>

<b>Pollution or contamination</b>	<p>Any loss, damage, liability, cost or expense of any kind caused directly or indirectly from pollution or contamination which:</p> <ul style="list-style-type: none"> <li>• was the result of an intentional act; or</li> <li>• was expected or should have been expected; or</li> <li>• was not caused by a sudden incident; or</li> <li>• was not during any <b>Insurance Period</b>.</li> </ul>
<b>Radioactive contamination</b>	<p>Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by:</p> <ul style="list-style-type: none"> <li>• ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel;</li> <li>• the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.</li> </ul>
<b>Terrorism</b>	<p>Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.</p> <p>For the purposes of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.</p>
<b>War risks</b>	<p>Any loss, damage, liability, cost or expense of any kind caused directly or indirectly of any of the following, or anything connected with any of the following whether or not such consequence has been contributed to by any other cause or event:</p> <ul style="list-style-type: none"> <li>• war</li> <li>• invasion</li> <li>• act of foreign enemy</li> <li>• hostilities or a warlike operation or operations (whether war be declared or not)</li> <li>• civil war</li> <li>• mutiny</li> <li>• rebellion</li> <li>• revolution</li> <li>• military rising</li> <li>• insurrection</li> <li>• civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.</li> </ul>
<b>Sonic bangs</b>	<p>Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by pressure waves caused by aircraft.</p>

**Infectious And Contagious Disease**

*(Not applicable to Section 3 – Legal Liabilities)*

Any loss, damage, liability, cost, or expense of any kind directly or indirectly caused by or resulting from

- an Infectious or Contagious Disease
- any fear or threat of an Infectious or Contagious Disease regardless of whether this is actual or perceived
- any action taken to minimise or prevent an Infectious or Contagious Disease

For the purpose of this Exclusion Infectious or Contagious Disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.



