

Residential Let Property

Insurance Policy



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Introduction

YOUR INSURERS

This insurance is underwritten by Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Bspoke Underwriting Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check our details on the Financial Services Register <https://register.fca.org.uk/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. You can check this by visiting the Financial Services Register on the FCA website at https://register.fca.org.uk.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

Important Information

Please take time to read the full policy document to make sure you understand the cover provided.

In return for the payment of **your** premium **we** will provide the insurance cover detailed in **your policy schedule** and this **policy** document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **period of insurance**.

Your policy is valid for the **period of insurance** as shown on **your policy schedule**.

Please refer to the policy documents provided to **you** when the **policy** was purchased or amended, for details of the type and level of cover **your policy** provides.

Information you have provided

You must take reasonable care to provide accurate and complete answers to all the questions **you** are asked when **you** take out, make changes to, or renew this **policy**.

You must notify **your** agent as soon as possible if any of the information in **your policy** documents is incorrect or if **you** wish to make a change to **your policy**.

If **you** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify **your** agent of any incorrect information or changes **you** wish to make, **your policy** may not operate in the event of a claim, we may charge **you** an additional premium, **we** may not pay any claim in full, or **your policy** could be invalid.

Changes that may affect your cover

You must tell **your** agent as soon as possible about any changes to the information **you** provided when **you** purchased or renewed this **policy**, for example:

- If **you** have any building work carried out
- If there is a change of tenant type
- If **your property** becomes **unoccupied** for more than 60 days

This is not an exhaustive list and any changes you tell **your** agent about may affect **your** cover or result in a change to **your** premium. If **you** are unsure whether a change may affect **your** cover, please contact **your** agent.

Cancellation

You have the right to cancel this policy within 14 days of the date **you** purchased the **policy** or when **you** received the **policy** documents, if this is later. **You** do not need to provide a reason for cancellation, and **we** will provide a full refund of any premium paid, unless **you** have made a claim or there has been an incident likely to result in a claim.

If **you** wish to cancel the **policy** after 14 days, **we** will provide a refund, less a proportionate charge for any cover already provided, unless a claim has been made or there has been an incident likely to result in a claim.

Where a claim has occurred or there has been an incident likely to result in a claim no refund of premium will be provided. If **you** pay for **your policy** by monthly instalments **you** must pay the remainder of **your** monthly instalments or pay the remainder of the annual premium in full.

We may at any time cancel any insurance policy by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) non-payment of premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with **policy** terms and conditions.
- e) a change in **your** circumstances means that **we** can no longer provide cover
- f) where **we** identify **your** involvement in, or association with, insurance fraud or financial crime
- g) where **you** have misrepresented or provided false information to the questions asked **you** when purchased, renewed or amended **your** policy

If **we** cancel **your** policy, **we** will provide a refund of your premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud.

CLAIMS UNDERWRITING EXCHANGE

We may use **your** personal information to prevent crime. In order to prevent crime, **we** may share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass **your** personal information to the operators of these registers, including but not limited to information relating to **your** insurance **policy** and any incident (such as an accident, theft or loss) to the operators of these registers

How to Make a Claim

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

SECTION ONE: BUILDINGS & SECTION TWO: LANDLORD CONTENTS

Innovation Group
Yarmouth House
1300 Parkway
Whiteley
Fareham
Hampshire PO15 7AE
Telephone: 0343 2277 276
Email: propertyclaims@innovation.group

SECTION THREE: LIABILITIES

Kennedy's Claims Handling
6 Queen Street
Leeds
LS1 2TW
Tel: 0845 207 7453
Email: bspoke@kennedyslaw.com

CLAIMS PROCEDURE AND CONDITIONS - APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

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

- a) Provide **us** with full details of **your** claim including the scheme reference number shown above as soon as possible after the event and always within 30 days.
- b) Immediately notify the police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain the Crime Reference Number.
- c) Take all steps necessary to reduce further loss, damage or injury.
- d) Provide **us** with all information and evidence, including written estimates and proof of ownership and value that **we** may request.
- e) Do not, under any circumstances effect full repairs without **our** prior written consent.
- f) Under no circumstances must **you** admit any liability or responsibility or negotiate or settle any aspect of any claim without **our** permission in writing.

On receipt of a notification of a claim, we may do the following:

- a) Enter any **building** following loss or damage.
- b) Negotiate, defend or settle any claim made against **you**.
- c) Prosecute in **your** name for **our** benefit, any other person in respect of any claim **we** may have to pay.
- d) Appoint a loss adjuster to handle the claim on **our** behalf.
- e) Arrange to repair the damage to the **building** and/or any other **property** or item and handle any salvage appropriately.

Definitions

The following definitions have the same meaning wherever they appear in **your policy** or **schedule** and are highlighted in bold:

Accidental Damage

Sudden and unintentional physical damage which happens unexpectedly.

Bodily Injury

Death or identifiable physical injury resulting solely and independently from an accident.

Buildings

Used wholly, or partially as private dwelling(s) and including domestic outbuildings, garages, domestic fixed fuel oil tanks, drives, patios and terraces, walls, gates and fences, swimming pools, tennis courts or any common parts and including **fixtures and fittings** owned by **you**, or for which **you** are legally responsible, all being situated at the address(es) in the **United Kingdom**.

Endorsement

A specific term, condition or variation to the **policy**.

Excess

The first amount of any claim for which **you** are responsible.

Fixtures & Fittings

Permanent fixtures & fittings of **your property** owned by **you** or for which **you** are legally responsible including built in furniture, kitchen and bathroom fittings, built in appliances, fixed glass and sanitary ware, fixed pipes, ducts, tanks, wires, cables, switches, fires, central heating equipment, boilers and storage heaters.

Insurers / We / Us / Our

Bpoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited

Landlord Contents

Household furniture, furnishings, utensils, domestic appliances and aerals for which **you** are responsible, as detailed in the property inventory forming part of the **tenancy agreement** and contained within the **buildings**, but excluding **valuables**, wearing apparel and pedal cycles.

Period of Insurance

The period stated in the **schedule** for which **we** agree to grant cover, providing that the full premium has been paid to **us**.

Policy

The policy incorporates the policy booklet, the **schedule** and all terms, conditions and endorsements of **your** insurance contract with **us**.

Property

The **buildings** at the address(es) stipulated in the **schedule**.

Schedule

The document which provides specific details of the insurance cover in force.

Sum Insured

The amount as shown in the **schedule** and being the maximum amount **we** will pay in the event of any claim on this **policy**.

Tenant

A person occupying **your property** by virtue of a **tenancy agreement**.

Tenancy Agreement

- a. A **tenancy agreement**, in writing, made between **you** and the **tenant**, which is an Assured Shorthold Tenancy Agreement, within the meaning of the Housing Acts 1988 and 1996, or a Short-Assured Tenancy or an Assured Tenancy as defined in the Housing (Scotland) Act 1988, or a **tenancy agreement** in which the **tenant** is a limited company. In Northern Ireland, the agreement between **you** and the **tenant** to let the **property** must not be a Protected Tenancy, or a Statutory Tenancy within the meaning of the Rent (NI) Order 1978, nor a Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983, or a **tenancy agreement** in which the **tenant** is a limited company, or a **tenancy agreement** or lease of a commercial premises, or
- b. Any other residential tenancy as agreed by **us** in writing.

Uninsurable Risks

Wear and tear, depreciation, fungus, rot, **vermin** or insect damage, mechanical or electrical fault, process of cleaning, repairing, restoration, renovating or any gradually operating cause or process.

United Kingdom

Great Britain, Isle of Man and Northern Ireland.

Unoccupied

The **property** is deemed to be unoccupied when it is not lived in by a **tenant**. Unoccupancy is deemed to start from the date that the last **tenant** vacated the **property**, which may pre-date the inception of the insurance granted by this **policy**.

Valuables

Articles made from precious metals, jewellery, watches, stamps, medals, money, photographic equipment, furs, curios, works of art and home computer equipment.

Vermin

Various small animals or insects, such as brown or black rats, house or field mice, wasps or hornets, that are destructive, annoying or injurious to health.

You/Your/Yours

The person(s) as specified in the **schedule**, or in the event of their death, their legally appointed representative.

Section 1 - Buildings

(This section is included if shown on the **Schedule**)

We cover **your buildings** against loss or damage caused by the following insured perils:

1. Fire, smoke, explosion, lightning, or earthquake

Excluding

- a) loss or damage caused by smog, industrial or agricultural output
- b) the **excess** shown in **your schedule**

2. Storm or flood

Excluding

- a) loss or damage caused by frost
- b) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts
- c) loss or damage caused by rising water table levels
- d) the **excess** shown in **your schedule**

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

Excluding

- a) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped
- c) loss or damage caused by gradual emission
- d) the first £500 of every claim, unless otherwise specified in the **schedule**.

4. Theft or attempted theft caused by violent and forcible entry or exit

Excluding

- a) theft or attempted theft by any **tenant** or person lawfully on the **property**
- b) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- c) loss or damage caused by deception, unless deception is used solely to gain entry to **your property**
- d) the **excess** shown in **your schedule**

5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.

Excluding

- a) the **excess** shown in **your schedule**

6. Riot, civil commotion, labour and political disturbances.

Excluding

- a) the **excess** shown in **your schedule**

7. Malicious damage or vandalism

Excluding

- a) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- b) malicious damage or vandalism by any **tenant** or person lawfully on the **property**
- c) the **excess** shown in **your schedule**

8. Subsidence, landslip or heave of the site upon which the buildings stand

Excluding

- a) loss or damage caused by erosion of any coast or riverbank
- b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main **building** is damaged at the same time
- c) loss or damage caused by structural repairs, alterations, demolitions or extensions
- d) loss or damage arising from faulty or defective workmanship, designs or materials
- e) normal settlement, shrinkage or expansion
- f) the first £1,000 of every claim, unless otherwise specified in the **schedule**.
- g) loss or damage that originated prior to the inception of this **policy**
- h) loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause
- i) loss or damage to **buildings** caused by the action of chemicals, or by the reaction of chemicals with any material which forms part of the **buildings**.

9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts

Excluding

- a) loss or damage caused by maintenance to trees
- b) loss or damage to gates and fences
- c) loss or damage to aerials, dishes and masts
- d) the **excess** shown in your **schedule**

10. Accidental damage to fixed glass, sanitary fixtures and ceramic hobs forming part of the property

Excluding

- a) loss or damage whilst the **buildings** are **unoccupied**, for 60 days or more
- b) loss or damage caused by chipping, denting or scratching
- c) loss or damage to ceramic hobs in free-standing cookers
- d) the **excess** shown in your **schedule**

11. Accidental damage to underground pipes, cables and services for which you are responsible

Excluding

- a) loss or damage due to wear and tear or gradual deterioration
- b) loss or damage caused by faulty materials, design, workmanship or as a consequence of any alterations, renovations or repairs
- c) the **excess** shown in your **schedule**

12. Loss of rent and/or cost of alternative accommodation incurred by you as a result of the buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 1 of this policy

Excluding

- a) any amount in excess of 20% of the **sum insured** of the **buildings**
- b) losses incurred in any period exceeding 12 months from the date that the **property** became uninhabitable, unless stated otherwise in the **schedule**
- c) loss where a valid claim has not been accepted by the **insurers** under Section 1 of this **policy**

13. Increased metered water charges incurred by you, which result from the escape of water, for which a successful claim has been made under Section 1, Peril 3 of this policy

Excluding

- a) any amount more than £2,000 in any **period of insurance**

14. Expenses incurred by you as a result of the removal of debris, compliance with Government or Local Authority requirements, architect and surveyor fees incurred in the reinstatement of the building, following loss or damage caused by any of the perils listed in Section 1 of your policy

Excluding

- a) any fees charged in the preparation of a claim

15. Expenses incurred by you in locating the source and subsequent making good of damage, following loss or damage for which a successful claim has been made under Section 1, Peril 3 or Peril 11 of this policy

Excluding

- a) any amount more than £5,000
b) loss or damage to the apparatus from which water or oil has escaped

16. Expenses incurred by you in locating the source and subsequent making good of damage, following loss or damage for which a successful claim has been made under Section 1, Peril 3 or Peril 11 of this policy

Excluding

- a) any amount more than £5,000
b) loss or damage to the apparatus from which water or oil has escaped.

17. Damage to the home caused by forced access by the fire, police or ambulance services as a result of an emergency.

Excluding

- a) the excess shown in your schedule

ADDITIONAL COVER - ONLY APPLICABLE IF SHOWN AS BEING COVERED ON THE SCHEDULE

18. Accidental Damage to the buildings in addition to the perils listed in paragraphs 1 to 11 of this section

Excluding

- a) loss or damage caused by **uninsurable risks**
b) loss or damage caused by **vermin**; fungus; insects or domestic pets
c) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
d) the cost of normal maintenance
e) loss or damage caused by wet or dry rot; faulty workmanship or design
f) loss or damage as a result of any building alterations, renovations or repairs
g) loss or damage if previously specifically excluded from cover
h) the **excess** shown in your schedule

19. Malicious Damage caused by the tenants to the buildings in addition to the perils listed in paragraphs 1 to 11 of this section up to £5,000

Excluding

- a) loss or damage caused by **uninsurable risks**.
b) loss or damage caused by **vermin**; fungus; insects or domestic pets.
c) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more. An additional **excess** of £250 applies if the **property** is **unoccupied** for 45 days or more.
d) cost of normal maintenance.
e) loss or damage caused by wet or dry rot; faulty workmanship or design.
f) loss or damage as a result of any building alterations, renovations or repairs.
g) loss or damage if previously specifically excluded from cover.
h) any amount recoverable from the **tenant** up to the total amount of the initial deposit (proof of the deposit paid by the **tenant** must be submitted in the event of a claim).
i) any loss or damage which is insured by a **policy** issued to the **tenant**
j) the **excess** shown in your schedule

CONDITIONS THAT APPLY TO SECTION 1 - BUILDINGS

Index-linking Clause

The **sums insured** in Section 1 may be adjusted each month in accordance with The House Rebuilding Costs Index, issued by the Royal Institute of Chartered Surveyors.

No additional premium will be charged for each monthly increase, but at each renewal the premium will be calculated on the revised sums insured and will be shown on the renewal schedule.

Basis of Claims Settlement

In the event of loss or damage to the **buildings**, **we** will pay the full cost of reinstatement, if the **buildings** are maintained in a good state of repair and they are insured for the full cost of reinstatement. If the **buildings** have not been maintained in a good state of repair, **we** will make a deduction for wear and tear or gradual deterioration.

If the **sum insured** isn't enough to cover the cost to rebuild **your buildings**, **we** will reduce any payment in line with the premium shortfall. For example, if **your** premium was 75% of what it would have been if the **sum insured** was enough to rebuild **your buildings**, **we** will pay no more than 75% of **your** claim.

It is your responsibility to ensure that, at all times the buildings sum insured reflects the total cost of reinstatement and associated fees.

We will not pay for the cost of replacing or repairing any undamaged part(s) of the **building** which forms part of a pair, set, suite or part of a common design.

We will not reduce the **sum insured** under this section following a claim, provided that **you** agree to carry out any recommendations which **we** make to prevent further loss or damage.

Section 2 - Landlord Contents

(This section is included if shown on the **Schedule**)

We will cover **landlord contents** against loss or damage caused by the following insured perils:

1. Fire, smoke, explosion, lightning, or earthquake

Excluding

- a) loss or damage caused by smog, industrial or agricultural
- b) the **excess** shown in **your schedule**

2. Storm or flood

Excluding

- a) **landlord contents** in the open
- b) loss or damage caused by frost
- c) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts
- d) loss or damage caused by rising water table levels
- e) the **excess** shown in **your schedule**

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

Excluding

- a) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped
- c) loss or damage caused by gradual emission
- d) the first £500 of every claim, unless otherwise specified in the **schedule**.

4. Theft or attempted theft caused by violent and forcible entry or exit

Excluding

- a) theft or attempted theft by any **tenant** or person lawfully on the **property**
- b) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- c) any amount more than £500 in respect of **landlord contents** contained within detached domestic outbuildings and garages
- d) loss of any item whilst in the open
- e) the **excess** shown in **your schedule**

5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.

Excluding

- a) the **excess** shown in **your schedule**

6. Riot, civil commotion, labour and political disturbances.

Excluding

- a) the **excess** shown in **your schedule**

7. Malicious damage or vandalism

Excluding

- a) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- b) malicious damage or vandalism by any **tenant** or person lawfully on the **property**
- c) the **excess** shown in **your schedule**

8. Subsidence, landslip or heave of the site upon which the Buildings stand

Excluding

- a) loss or damage caused by erosion of any coast or riverbank
- b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main **building** is damaged at the same time
- c) loss or damage caused by structural repairs, alterations, demolitions or extensions
- d) loss or damage arising from faulty or defective workmanship, designs or materials
- e) normal settlement, shrinkage or expansion
- f) the first £1,000 of every claim, unless otherwise specified in the **schedule**
- g) loss or damage that originated prior to the commencement of this insurance
- h) loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause
- i) loss or damage to **landlord's contents** caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the **buildings**.

9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts

Excluding

- a) loss or damage caused by maintenance to trees
- b) loss or damage to aerials, dishes and masts
- c) the **excess** shown in **your schedule**

10. Costs of alternative accommodation incurred by you, as a result of the buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 2 of this policy

Excluding

- a) any amount in excess of 20% of the **sum insured** of the **landlord contents**.
- b) losses incurred in any period exceeding 12 months from the date that the **property** became uninhabitable, unless stated otherwise in the **schedule**.
- c) loss where a valid claim has not been accepted by the **insurers** under Section 2 of this **policy**.

11. Costs of replacement locks for external doors to the buildings if your keys are stolen

Excluding

- a) thefts not reported to the Police
- b) any amount more than £5,000
- c) the **excess** shown in **your schedule**

ADDITIONAL COVER -ONLY APPLICABLE IF SHOWN AS BEING COVERED ON THE SCHEDULE

13. Accidental Damage cover to landlord contents contained within the property in addition to those perils as listed in paragraphs 1 to 9 of this section

Excluding

- a) loss or damage if previously specifically excluded from cover
- b) loss or damage caused by normal wear and tear
- c) loss or damage caused by **vermin**, insects, fungus or atmospheric or climatic conditions
- d) loss or damage caused by cleaning or making repairs or alterations
- e) loss or damage caused by pets
- f) loss or damage whilst the **buildings** are **unoccupied** for 60 days or more
- g) loss or damage because of mechanical or electrical breakdown
- h) the **excess** shown in **your schedule**

CONDITIONS THAT APPLY TO SECTION 2 - LANDLORD CONTENTS

Index-linking Clause

The **sums insured** in Section 2 may be adjusted each month in accordance with the Consumer Durable section of the General Index of Retail Prices, or its equivalent.

No additional premium will be charged for each monthly increase, but at each renewal the premium will be calculated on the revised sums insured, which will be shown on the renewal schedule.

Basis of Claims Settlement

In the event of loss or damage to **your landlord contents**, we will replace the damaged **landlord contents** as new, provided that the **sum insured** is at least equal to the cost of replacing all the **landlord contents** as new. At our option, we may either pay the cost of replacing the lost or damaged item as new or pay the cost of repairing the item.

If the **sum insured** isn't enough to cover the cost to repair or replace **your landlord contents**, we will reduce any payment in line with the premium shortfall. For example, if **your premium** was 75% of what it would have been if the **sum insured** was enough to repair or replace **your landlord contents**, we will pay no more than 75% of **your claim**.

It is your responsibility to ensure that, at all times the landlord contents sum insured reflects the total cost of replacement as new.

We will not pay for the cost of replacing or repairing any undamaged item(s) of the **landlord contents** of **your property** which forms part of a pair, set, suite or part of a common design.

We will not reduce the **sum insured** under this section following a claim, provided that **you** agree to carry out any recommendations which **we** make to prevent further loss or damage.

Section 3 - Landlord's Legal Liability

1. **Legal liability to the public, subject to a limit of indemnity of £2,000,000 (unless stated otherwise on the schedule) in respect of all sums for which you are legally liable to pay as compensation for accidental death or bodily injury to any person, or loss or damage to third party property, arising directly because of your ownership of the property, including defence costs and expenses incurred with our prior consent**

Excluding

- a) **bodily injury** or death to any person who is engaged in **your** service, or is a member of **your** family or household
- b) any claim arising directly or indirectly out of the transmission of any communicable disease
- c) damage to **property** under **your** custody or control
- d) any claim arising out of any profession, occupation or business, other than through private letting of the **property**
- e) any claim arising out of the ownership, possession or operation of:
 - i) any mechanically propelled vehicle (other than a private garden vehicle) operated within **your property**
 - ii) any power operated lift
 - iii) any aircraft or watercraft
 - iv) a caravan, whilst being towed
 - v) any dogs designated as dangerous under the Dangerous Dogs Act 1991
- f) any claim arising out of ownership or use of any land or **building** not situated within the **buildings**, as specified in the **schedule**
- g) any claim arising out of pollution or contamination
- h) any claim, if **you** are entitled to indemnity under any other insurance
- i) any cost or expense not agreed by **us** in writing.

This **policy** includes **your** landlord's legal liability under Section 3 of the Defective Premises Act 1972, or Article 5 of the Defective Premises (Northern Ireland) Order 1975, for injury to a third party, or loss or damage to third party property arising from a defect in **your property**, including defence costs that **we** have agreed in writing to pay.

2. **Accidents to Domestic Employees subject to a limit of indemnity of £5,000,000 for damages and claimants' costs and expenses which you become legally liable to pay as compensation for accidental death of or bodily injury to or illness or disease of any domestic employee in connection with any one claim or series of claims made against you arising out of any one event occurring during the period of insurance and arising out of and in the course of employment within Great Britain, Northern Ireland, the Isle of Man or the Channel islands. We will also pay legal costs and expenses incurred with our written consent in the defence of any claim made against you.**

Excluding

- a) liability arising directly or indirectly from the transmission of any communicable disease or virus by **you**
- b) any agreement unless **you** would have been liable had the agreement not been made
- c) any claim or other proceedings against **you** lodged or prosecuted in a court outside the **United Kingdom**
- d) liability arising from any business or profession
- e) liability for death of, **bodily injury** to, or illness or disease of any member of **your** family
- f) liability for which compulsory insurance or security is required by any road traffic legislation.

General Conditions – APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

Duty of Care

You must take actions to prevent loss or damage to **your property** and ensure that **your property** is maintained in a good state of repair.

Changes in Circumstances

You must notify **your agent** immediately of any change in **your** circumstances and in particular:

1. the use of **your property**, for example you start residing in the **property**
2. the type of **tenant** occupying the **building**
3. if the **property** becomes **unoccupied** for more than 60 days
4. the cost of rebuilding **your property** or replacing **your landlord contents**
5. if you decide to convert, extend or renovate **your property**.

Unoccupancy

1. The **building** must be internally and externally inspected by **you** at least once every 14 day and a written log kept of those inspections.
2. Whilst inspecting the **building** all waste (including accumulation of mail), combustible materials and gas bottles, either within or outside the **building** must be removed.
3. During the period 1st November to 31st March **you** must immediately ensure that the gas and water system must be turned off and drained at the mains or any heating system in place must be set at a continuous minimum temperature of 14 degrees Celsius.

Failure to comply with the above conditions may affect **your** eligibility to make a claim under this insurance.

Contracts (Rights of Third Parties Act)

No person, company or entity who is not party to this **policy** shall have any rights to enforce any terms or conditions of this **policy**. This shall not affect the right or remedy of the third party that exists or is available apart from this act.

Other Insurance

If there is any other insurance policy covering the same loss, damage or liability **we** will not pay more than **our** rateable share.

Fraudulent/False Claims

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sending **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **you** caused deliberately or
- Acting dishonestly or exaggerating a claim

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.

If **we** exercise **our** right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim. **We** will not return any of the premiums paid.

General Exclusions – APPLICABLE TO ALL SECTIONS OF THIS POLICY

This Policy does not cover the following:

- a) **Radiation**
Any direct or indirect consequence of:
Irradiation, or contamination by nuclear material; or

The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- b) **War**
Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- c) **Terrorism**
Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- d) **Deliberate Act**
Loss or damage caused intentionally by **You**, or anyone working on **Your** behalf.
- e) **Existing Damage**
Loss or damage occurring prior to the commencement of **Your** insurance **Policy**.
- f) **Sonic Pressure**
Loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.
- g) **Consequential Loss**
Consequential Loss as a result of any claim under this **Policy**.
- h) **Wear and Tear**
Loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.
- i) **Electronic Data**
Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
- j) **Motor Vehicles**
Loss or damage caused to any motor vehicles (other than a private garden vehicle), caravans, trailers or watercraft and/or their accessories.
- k) **Domestic Pets** Loss or damage caused by domestic pets, insects or vermin.

l) **Infectious or Contagious Disease**

Notwithstanding any other provision herein, Your Insurance Policy does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

- (a) Infectious or contagious disease;
- (b) any fear or threat of (a) above; or
- (c) any action taken to minimise or prevent the impact of (a) above

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.

- m) Any loss or damage which occurred prior to the commencement of this insurance.
- n) **You** engaging in any illegal or criminal act.
- o) **You** being under the influence of drugs, solvents or alcohol, or the injection or ingestion of any substance except those prescribed by a registered medical doctor.
- p) Suicide, attempted suicide or deliberate injury to **you** or putting **yourself** in unnecessary danger (unless trying to save human life).

Complaints Procedure

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

If **you** have a complaint regarding the sale or service of **your** policy, please contact the agent who arranged the insurance for **you**.

If **your** complaint is about the handling of a liability claim, please contact:

Kennedy's Claims Handling
6 Queen Street
Leeds
LS1 2TW
Tel: 0845 207 7453

Email: bspoke@kennedyslaw.com

If **you** have a complaint about the handling of any other claim, please contact:

Innovation Group,
Kingsway House,
Burnley,
BB11 1BJ
Tel: 0343 2277 276

Email: propertyclaims@innovation.group

In all correspondence please state that **your** insurance is provided by BSpoke Group Ltd and quote scheme reference **03802**.

If we have not completed our investigations into your complaint within 8 weeks of receiving your complaint or if you are not happy with **our** Final Response, you may ask the Financial Ombudsman Service (FOS) to look at your complaint. If you decide to contact them, you should do so within 6 months of our receiving our Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financial-ombudsman.org.uk.

The Financial Ombudsman Service,

Exchange Tower, London E14 9SR

Tel: 0800 023 4567

Get in touch on line: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Citizens Advice Bureau.

Regulatory Information

GOVERNING LAW

This **policy** is governed by English law.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

If Watford Insurance Company Europe Limited. cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

Bspoke Underwriting Ltd

We are Bspoke Underwriting Limited, our data controller registration number, issued by the Information Commissioner's Officer, is Z7739575.

This information is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

We are dedicated to being transparent about what we do with the information that we collect about you and we process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy and fulfil our contract of insurance.

For specific types of insurance policies, for example when offering you a Personal Accident policy, we may process some special categories of your personal data, such as information about your health. We collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of your personal data as it is in the substantial public interest and it is necessary: i) for administering your insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

Privacy Notice

You can get more information about this by viewing our full Privacy Notice online at <https://bspokegroup.co.uk/wp-content/uploads/2023/04/Bspoke-UW-Privacy-Policy-APR23.pdf> or request a copy by emailing us at dataprotection@bspokeunderwriting.co.uk. Alternatively, you can write to us at: Data Protection, Bspoke Underwriting Ltd, Brookfield Court, Selby Rd, Leeds LS25 1NB.

WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.watfordre.com/privacy-policy/>