



# **Toledo Insurance Solutions**

## **Property Owners Policy Wording**

**Version 1.1 Feb 2024**

This is your **Property Owners** Policy wording.

If you have any questions about your policy of documents please contact Toledo Insurance Solutions who will be pleased to help you.

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## REGULATORY DISCLOSURE

This insurance is administered by Toledo Insurance Solutions and underwritten by Accelerant Insurance Europe SA/NV UK Branch.

Moorhouse Group Limited trading as Toledo Insurance Solutions is registered in the UK and authorised and regulated by the Financial Conduct Authority (FCA number 308035).

The Company Number registered in England of Moorhouse Group Limited trading as Toledo Insurance Solutions is 03825233. The registered address is Barclay House, 2-3 Sir Alfred Owen Way, Caerphilly, CF83 3HU.

This policy is underwritten by Accelerant Insurance Europe SA/NV UK Branch.

Accelerant Insurance Europe SA/NV UK Branch is the UK establishment of Accelerant Insurance Europe SA/NV, an insurance company authorised under code 3193 and regulated by the National Bank of Belgium and the Financial Services and Markets Authority in Belgium. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

The Firm Reference Number of Accelerant Insurance Europe SA/NV UK Branch is 940712. Its UK Establishment Number is BR02748 and its UK Establishment Office is located at 1 Tollgate Business Park, Tollgate West, Colchester, CO3 8AB.

## OPERATIVE CLAUSE

This insurance is a contract between you and the insurer, as named in the schedule of cover and the definitions on page 5. It has been issued in accordance with the authorisation granted to Toledo Insurance Solutions by the insurer and is based on the information provided in the statement of fact.

In deciding to accept this insurance and in setting the terms, **Insurers** have relied on the information **you** have given **us**. **You** must take care when answering any questions **Insurers** ask by ensuring that any information provided is accurate and complete.

This policy wording, **schedule** and any **endorsements** are all part of this contract and should be read together to avoid misunderstanding. They show which sections of the policy are in force and contain details of the cover. All the documents should be read carefully, paying particular attention to the General Exclusions and General Conditions which apply to the whole policy.

This policy sets out all the circumstances in which an insured person can make a claim. It is not a maintenance contract and does not protect against every loss.

This contract is written in English and all communications about it will be in English. Unless Insurers have agreed otherwise, this insurance is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

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

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

## TERRITORIAL LIMITS

Shall mean Great Britain Northern Ireland the Channel Islands and the Isle of Man

## DEFINITIONS

The following words or phrases have the same meaning whenever they appear in this document, the **schedule** and **endorsements**. These words are highlighted by the use of bold print.

### Buildings

The building including

- (a) interior decorations and landlords' fixtures and fittings and tenants improvements
- (b) telecommunication television and radio aerials, satellite dishes, aerial fittings and masts
- (c) outbuildings, roads, pavements, fences, gates, paths, drives, fixed signs, garden walls, patios, terraces, ornaments and statues, car parks, cess pits and septic tanks, oil tanks
- (d) underground pipes, cables and wires
- (e) gangways, pedestrian malls, pedestrian access bridges, hardstandings, bollards, barriers, flag poles, lamp posts, street furniture
- (f) video, audio and building management and security systems and equipment
- (g) trees, shrubs, hedges, plants and turf used in landscaping

### Contents

Furniture, furnishing, fixtures and fittings and refrigerators, dishwashers, washing machines, microwaves and other white goods belonging to You or for which You are responsible within the Building at Your Premises.

This does not include:

- Money, credit or debit cards, cheques, traveller's cheques, postal or money orders, postage stamps, premium bonds, gift vouchers or tokens, travel tickets, phone cards and luncheon vouchers.
- Securities (financial certificates such as shares and bonds), deeds, bills of exchange, promissory notes, documents and manuscripts.
- Stamp, coin or other collections.
- Items of gold, silver, jewellery, watches, photographic equipment, pictures or works of art.
- Property kept in the open.
- Motor vehicles, caravans, trailers, watercraft, aircraft (including drones) or any parts or accessories for these items.
- Any property connected with a business, profession or trade.

### Endorsement(s)

A change in the terms and conditions of this insurance agreed by **you** and **us**. **Endorsements** which apply to **your** insurance (if any) will be shown in **your schedule**.

### Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

### Landslip

Downward movement of sloping ground.

### Period of insurance

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

**Premises**

The address which is shown as the Insured Address in **your schedule**.

**Buildings**

The living accommodation at the address shown on the **schedule**.

**Schedule**

Schedule of cover – the printed document containing details of you, the premises, the sums Insured, the period of insurance, the excess, the insurer, and any special terms which may apply

**Settlement**

Downward movement as a result of the ground being compressed by the sight of the **buildings** within 10 years of construction.

**Subsidence**

Downward movement of the ground beneath the **buildings** where the movement is unconnected with the sight of the building.

**Insurers, us, our, WE**

The insurer providing **Your** cover, Accelerant Insurance Europe SA/NV UK Branch

**You, your**

The person or people named on the **schedule**.

## SECTION ONE: BUILDINGS

The schedule will show if this cover applies.

| What is covered   | What is not covered   |
|---|---|
| <p><b>Insured events</b></p> <p>Loss or damage to <b>your buildings</b> during the <b>period of insurance</b> caused by the following events:</p>                             | <p>The first £250 of every claim except for Insured events 13 and 14</p>  |
| 1. Fire and Smoke   |   |
| 2. Earthquake   |   |
| 3. Explosion  |   |
| 4. Lightning  |   |
| 5. Collision with aircraft and other flying objects or anything dropped from them.  |   |
| 6. Riot, civil commotion, strikes and labour or political disturbances  |   |
| 7. Being hit by any vehicle, train or animal  | <ul style="list-style-type: none"> <li>• Loss or damage caused by pets</li> <li>• Loss or damage caused to: <ul style="list-style-type: none"> <li>- paths or drives by the weight of any vehicle; or</li> <li>- roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway)</li> </ul> </li> </ul>   |
| 8. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts   | <ul style="list-style-type: none"> <li>• Loss or damage to the radio or television aerials, fixed satellite dishes themselves or their fittings or masts</li> </ul>   |
| 9. Falling trees or branches, telegraph poles or lampposts including the cost of removing fallen trees or branches if the <b>buildings</b> have been damaged at the same time | <ul style="list-style-type: none"> <li>• Loss or damage: <ul style="list-style-type: none"> <li>- to hedges, fences and gates; or</li> <li>- caused by cutting down or trimming trees or branches</li> </ul> </li> </ul>  |
| 10. Theft or attempted theft  | <ul style="list-style-type: none"> <li>• Loss or damage: <ul style="list-style-type: none"> <li>- caused by anyone lawfully on the <b>premises</b> unless there has been a forced and violent entry or exit into or out of the <b>buildings</b></li> </ul> </li> </ul>  |
| 11. Malicious acts or vandalism   | <ul style="list-style-type: none"> <li>• Loss or damage caused by anyone lawfully on the <b>premises</b> unless there has been a forced and violent entry or exit into or out of the <b>buildings</b></li> </ul>  |
| 12. Flood   | <ul style="list-style-type: none"> <li>• Loss or damage caused by: <ul style="list-style-type: none"> <li>- frost,</li> <li>- <b>subsidence, heave or landslip</b> other than as covered under number 14 of section one, if applicable, or</li> <li>- rising ground water levels</li> </ul> </li> <li>• Loss or damage caused by: <ul style="list-style-type: none"> <li>- fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, hedges, fences and gates or</li> <li>- radio or television aerials, fixed satellite dishes, their fittings or masts</li> </ul> </li> </ul> |

|  |   |
|--|---|
| <p>13. Water or oil leaking or spilling from any fixed water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine, refrigerator, freezer or dishwasher</p> | <ul style="list-style-type: none"> <li>• The first £500 of every claim unless stated otherwise in the <b>schedule</b></li> <li>• Loss or damage caused by: <ul style="list-style-type: none"> <li>- <b>subsidence, heave or landslip</b> other than as covered under number 14 of section one, if applicable,</li> <li>- faulty workmanship;</li> <li>- chemicals or a chemical reaction; or</li> <li>- the escape of water from guttering, rainwater, downpipes, roof valleys and gullies</li> </ul> </li> <li>• Loss or damage: <ul style="list-style-type: none"> <li>- to fixed oil tanks, fixed swimming pools, fixed hot tubs, fixed jacuzzis and fixed spas;</li> <li>- to the installation itself; or</li> <li>- if the installation is outdoors or in an outbuilding, unless the installation is connected to a heating boiler protected by a frost-stat device</li> </ul> </li> <li>• Loss or damage unless during the period from 1<sup>st</sup> November to 31<sup>st</sup> March all mains supplies are turned off and the water and central heating systems are drained or the central heating system is kept running to maintain a constant temperature of 15 degrees centigrade throughout the <b>buildings</b></li> </ul>  |
| <p>14. <b>Subsidence</b> or <b>heave</b> of the site on which <b>your buildings</b> stand, or <b>landslip</b></p>  | <ul style="list-style-type: none"> <li>• The first £1,000 of every claim unless stated otherwise in the <b>schedule</b></li> <li>• Loss or damage caused by: <ul style="list-style-type: none"> <li>- coastal or river erosion;</li> <li>- new structures bedding down, expanding or shrinking;</li> <li>- newly made up (surfaced) ground settling;</li> <li>- faulty design, workmanship or materials;</li> <li>- construction work or repairing, demolishing or altering <b>your buildings</b>;</li> <li>- normal <b>settlement</b></li> <li>- the action of chemicals on or the reaction of chemicals with any materials which form part of <b>your buildings</b></li> </ul> </li> <li>• Loss or damage: <ul style="list-style-type: none"> <li>- to fixed swimming pools, fixed hot tubs, fixed Jacuzzis, fixed spas, hard tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the <b>buildings</b> is damaged at the same time and by the same cause</li> <li>- solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the <b>buildings</b> are damaged at the same time and by the same cause; or</li> <li>- <b>your buildings</b> if the loss or damage is covered by law or the National House Building Council Scheme, or other similar guarantee.</li> </ul> </li> </ul> |



|  |   |
|--|---|
| <p>15. Storm</p>                                       | <ul style="list-style-type: none"> <li>• Loss or damage caused by: <ul style="list-style-type: none"> <li>- frost,</li> <li>- <b>subsidence, heave or landslip</b> other than as covered under number 14 of section one, if applicable, or</li> <li>- rising ground water levels</li> </ul> </li> <li>• Loss or damage caused by: <ul style="list-style-type: none"> <li>- fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, hedges, fences and gates or</li> <li>- radio or television aerials, fixed satellite dishes, their fittings or masts</li> </ul> </li> </ul>   |
| <p>16. Malicious damage and theft by tenants cover</p> | <ul style="list-style-type: none"> <li>• <b>WE</b> will cover you for malicious damage and loss by theft caused by your tenants provided that the below conditions are met and adhered</li> <li>• 1) carry out internal and external inspections of the buildings at least every 3 months or as frequently as is permitted under the tenancy agreement and</li> <li>• <b>a</b> maintain a log of those inspections and retain that log for at least 24 months</li> <li>• <b>b</b> carry out a 6 monthly management check of the inspections log</li> <li>• 2) obtain satisfactory credit references from a licensed Credit Referencing Agency prior to granting the tenancy with the tenant having given permission for this information to be released in the event of a claim</li> <li>• 3) obtain and record details of your tenant's bank account and verify those details by receiving rental payments from that account</li> <li>• 4) obtain and retain a written formal identification of any prospective tenant</li> <li>• 5) do not permit any sub-letting of your property.</li> <li>• If you do not comply with the above conditions you <b>will not</b> be covered and we will not pay your claim. We will not pay you under this cover for</li> <li>• 1) any amount recovered from the tenant or legally recoverable from the tenant whether recovered or not</li> <li>• 2) damage occurring <ul style="list-style-type: none"> <li>a) where the tenancy agreement is for 90 days or less</li> <li>b) while the building is empty</li> </ul> </li> <li>• 3) damage caused by chewing, scratching , tearing or fouling by domestic pets</li> <li>• 4) the excess detailed in your schedule.</li> <li>• The most we will pay in any one period of insurance under this cover is £5,000.</li> </ul> |

## Extra benefits included with buildings

Insurers will also cover the following.

| What is covered  | What is not covered   |
|--|---|
| <p><b>1. Selling the buildings</b></p> <p>If <b>you</b> sell the <b>buildings</b>, from the date <b>you</b> exchange contracts, <b>Insurers</b> will give the buyer the benefit of Section one: Buildings until the sale is completed, as long as this is within the <b>period of insurance</b></p>  | <ul style="list-style-type: none"> <li>• Any claim for loss or damage to <b>your buildings</b> if the buyer is insured under any other insurance</li> </ul>   |
| <p><b>2. Building fees and the cost of removing debris</b></p> <p>After a claim, which is covered by an insured event under Section one: Buildings, <b>Insurers</b> will pay the following expenses or losses <b>Insurers</b> have agreed to</p> <ul style="list-style-type: none"> <li>• The cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild <b>your buildings</b></li> <li>• The cost of removing debris and demolishing or supporting parts of <b>your buildings</b> which have been damaged, to make the site safe</li> <li>• The extra costs of rebuilding or repairing the damaged parts of <b>your buildings</b> to meet any regulations or laws set by Acts of Parliament or local authorities</li> </ul> | <ul style="list-style-type: none"> <li>• Any costs: <ul style="list-style-type: none"> <li>- for preparing a claim;</li> <li>- which relate to undamaged parts of <b>your buildings</b>, except the foundations of the damaged parts of <b>your buildings</b>;</li> <li>- involved in meeting regulations and laws if notice was served on <b>you</b> before the loss or damage happened; or</li> <li>- for making the site stable</li> </ul> </li> </ul> |
| <p><b>3. Metered Water</b></p> <p>Accidental leakage of metered water caused by an insured event under Section one: Buildings.</p> <p>Up to £500 in any <b>period of insurance</b> for charges <b>you</b> have to pay to <b>your</b> water provider</p>  |   |

## Settling claims

**Insurers** will decide whether to pay the cost of repairing or replacing the part of **your buildings** damaged or destroyed or make a payment in respect of the damaged parts if:

the sum insured is enough to rebuild **your buildings**;

the repair or rebuilding is carried out as soon as possible after **Insurers** give **our** approval (other than emergency repairs, which should be carried out without delay); and

**your buildings** are in a good state of repair.

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

the cost of repairing or replacing the damage, less a deduction for **Insurers** wear and tear; or

the difference between the market value of the **buildings** immediately before the damage and its value after the damage.

**Insurers** will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If **Insurers** have discounted the premium for this section because **you** have not made any claims, **Insurers** may reduce or remove the discount if **you** make a claim.

### Sum insured

The most **Insurers** will pay under Section one: Buildings is the sum insured for **buildings** shown on the **schedule** and adjusted in line with index linking. This includes the extra expenses and fees listed under Extra benefit 2 (Building fees and the cost of removing debris) in Section one: Buildings.

### Under-insurance

If at the time of any loss or damage the cost of rebuilding the whole of **your buildings**, in a new condition similar in size, shape and form, is more than the sum insured for **buildings**, **Insurers** will pay only for the loss or damage in the same proportion.

For example, if the sum insured for **buildings** only covers two-thirds of the cost of rebuilding **your buildings**, **Insurers** will only pay two-thirds of the claim.

### Maintaining the sum insured

After **Insurers** have settled a claim, **Insurers** will maintain the sum insured for **buildings**, as long as **you** take any reasonable measures **Insurers** suggest to prevent any further loss or damage. (**Insurers** will not charge any extra premium for maintaining the sum insured for **buildings**.)

### Index linking

The sum insured will be index linked and will be adjusted in line with the changes in the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors.

If **you** make a claim, index linking will continue during the period when the repair or rebuilding is being carried out, as long as **you** take reasonable action for the repair or rebuilding to be carried out without delay.

**Insurers** will not make a charge for index linking during the **period of insurance**. However, each time **your** insurance is renewed, **Insurers** will work out a new premium for the adjusted sum insured

## SECTION TWO: CONTENTS

The schedule will show if this cover applies.

| What is covered   | What is not covered  |
|---|--|
| <p><b>Insured events</b></p> <p>Loss or damage to <b>your buildings</b> during the <b>period of insurance</b> caused by the following events:</p>                                       | <p>The first £250 of every claim except for Insured events 13 and 14</p>   |
| 1. Fire and Smoke   |  |
| 2. Earthquake   |  |
| 3. Explosion  |  |
| 4. Lightning  |  |
| 5. Collision with aircraft and other flying objects or anything dropped from them.  |  |
| 6. Riot, civil commotion, strikes and labour or political disturbances  |  |
| 7. Being hit by any vehicle, train or animal  | <ul style="list-style-type: none"> <li>• Loss or damage caused by pets</li> </ul>  |
| 8. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts   |  |
| 9. Falling trees or branches, telegraph poles or lampposts including the cost of removing fallen trees or branches if the <b>buildings</b> have been damaged at the same time           | <ul style="list-style-type: none"> <li>• Loss or damage:               <ul style="list-style-type: none"> <li>- caused by cutting down or trimming trees or branches</li> </ul> </li> </ul>  |
| 10. Theft or attempted theft<br><br>The most <b>Insurers</b> will pay for loss or damage from any garage or outbuilding is £1,500   | <ul style="list-style-type: none"> <li>• Loss or damage:               <ul style="list-style-type: none"> <li>- caused by anyone lawfully on the <b>premises</b> unless there has been a forced and violent entry or exit into or out of the <b>buildings</b></li> </ul> </li> </ul>   |
| 11. Malicious acts or vandalism   | <ul style="list-style-type: none"> <li>• Loss or damage caused by anyone lawfully on the <b>premises</b> unless there has been a forced and violent entry or exit into or out of the <b>buildings</b></li> </ul>   |
| 12. Flood   | <ul style="list-style-type: none"> <li>• Loss or damage caused by               <ul style="list-style-type: none"> <li>- frost or</li> <li>- rising ground water levels</li> </ul> </li> </ul>   |
| 13. Water or oil leaking or spilling from any fixed water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine, refrigerator, freezer or dishwasher | <ul style="list-style-type: none"> <li>• The first £500 of every claim unless stated otherwise in the <b>schedule</b></li> <li>• The costs of the water or oil (unless covered elsewhere in this policy)</li> <li>• Loss or damage caused by:               <ul style="list-style-type: none"> <li>- faulty workmanship;</li> <li>- the escape of water from guttering, rainwater, downpipes, roof valleys and gullies</li> </ul> </li> <li>• Loss or damage:               <ul style="list-style-type: none"> <li>- to free-standing hot tubs, jacuzzis and spas;</li> <li>- to the installation itself; or</li> <li>- if the installation is outdoors or in an outbuilding,</li> </ul> </li> </ul> |

|  |   |
|--|---|
|  | <p>unless the installation is connected to a heating boiler protected by a frost-stat device</p> <ul style="list-style-type: none"> <li>• Loss or damage unless during the period from 1<sup>st</sup> November to 31<sup>st</sup> March all mains supplies are turned off and the water and central heating systems are drained or the central heating system is kept running to maintain a constant temperature of 15 degrees centigrade throughout the <b>buildings</b></li> </ul>  |
| <p>14. <b>Subsidence or heave</b> of the site on which <b>your buildings</b> stand, or <b>landslip</b></p> | <ul style="list-style-type: none"> <li>• Loss or damage caused by: <ul style="list-style-type: none"> <li>- coastal or river erosion;</li> <li>- new structures bedding down, expanding or shrinking;</li> <li>- newly made up (surfaced) ground settling;</li> <li>- faulty design, workmanship or materials;</li> <li>- construction work or repairing, demolishing or altering <b>your buildings</b>;</li> <li>- normal <b>settlement</b> or</li> <li>- solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the <b>buildings</b> are damaged at the same time and by the same cause</li> </ul> </li> </ul>  |
| <p>15. storm</p>   | <ul style="list-style-type: none"> <li>• Loss or damage caused by: <ul style="list-style-type: none"> <li>- frost, or</li> <li>- rising ground water levels</li> </ul> </li> </ul>  |
| <p>16. Malicious damage and theft by tenants cover</p>   | <ul style="list-style-type: none"> <li>• <b>WE</b> will cover you for malicious damage and loss by theft caused by your tenants provided that the below conditions are met and adhered</li> <li>• 1) carry out internal and external inspections of the buildings at least every 3 months or as frequently as is permitted under the tenancy agreement and</li> <li>• <b>a</b> maintain a log of those inspections and retain that log for at least 24 months</li> <li>• <b>b</b> carry out a 6 monthly management check of the inspections log</li> <li>• 2) obtain satisfactory credit references from a licensed Credit Referencing Agency prior to granting the tenancy with the tenant having given permission for this information to be released in the event of a claim</li> <li>• 3) obtain and record details of your tenant's bank account and verify those details by receiving rental payments from that account</li> <li>• 4) obtain and retain a written formal identification of any prospective tenant</li> <li>• 5) do not permit any sub-letting of your property.</li> <li>• If you do not comply with the above conditions you <b>will not</b> be covered and we will not pay your claim. We will not pay you under this cover for</li> <li>• 1) any amount recovered from the tenant or legally recoverable from the tenant whether recovered or not</li> </ul> |

- 2) damage occurring
  - c) where the tenancy agreement is for 90 days or less
  - d) while the building is empty
- 3) damage caused by chewing, scratching, tearing or fouling by domestic pets
- 4) the excess detailed in your schedule.
- The most we will pay in any one period of insurance under this cover is £5,000.

## Settling claims

### Basis of settling claims

For any item of **contents** that is lost or damaged **Insurers** will at **our** option –

- replace or repair the item or part as new; or
- pay the cost of replacing or repairing the item or part as new; or
- if **Insurers** can repair or replace the item or part but agree to **your** request to make a cash payment instead it will not be more than the amount it would have cost **us** to replace or repair the item using **our** own suppliers; or
- if no equivalent part or replacement item is available, pay the full cost of the item without any deduction, providing the sum insured is adequate.

**Insurers** will take off an amount for wear and tear for clothing and household linen.

**Insurers** will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If **Insurers** have discounted the premium for this section because **you** have not made any claims, **Insurers** may reduce or remove the discount if **you** make a claim.

### Sum insured

The most **Insurers** will pay under Section two: Contents is the sum insured for **contents** shown on the **schedule**, plus any index linking.

### Under-insurance

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

### Maintaining the sum insured

After **Insurers** have settled a claim, **Insurers** will maintain the sum insured for **contents**, as long as **you** take any reasonable measures **Insurers** suggest to prevent further loss or damage. (**Insurers** will not charge any extra premium for maintaining the sum insured for **contents**.)

### Index linking

The sum insured will be index linked. This means that the sum insured will be adjusted in line with changes in the National Statistics Retail Price Index.

If **you** make a claim, the index linking will continue during the period when the repair or replacement is being carried out, as long as **you** take reasonable action for the repair or replacement to be carried out without delay.

**Insurers** will not make a charge for index linking during the **period of insurance** however, each time **you** renew **your** insurance, **Insurers** will work out a new premium for the adjusted sum insured.

## SECTION THREE: LIABILITY

Where Section one: Buildings is shown as covered in the **schedule**, the insurance will include **your** liability as owner of the **buildings** and **your** liability as owner of a previous **buildings**.

Where Section two: Contents is shown as covered in the **schedule**, the insurance will include **your** liability as occupier of the **buildings** and **your** liability for accidents to employees.

For the purpose of this section, bodily injury will include death and disease.

| What is covered   | What is not covered   |
|---|---|
| <p><b>Liability as the owner or occupier</b><br/> <b>Insurers</b> will insure <b>your</b> liability as owner or occupier to pay for accidents happening in and around the <b>buildings</b> during the <b>period of insurance</b>. <b>Insurers</b> will provide this cover if the accident results in:</p> <ul style="list-style-type: none"> <li>• bodily injury to any person other than <b>you</b> or a employee; or</li> <li>• loss or damage to property which <b>you</b> or <b>your</b> employees do not own or have legal responsibility for.</li> </ul> <p><b>Insurers</b> will not pay more than £5,000,000 for any one event plus any costs and expenses <b>Insurers</b> have agreed to in writing.</p> <p>If <b>you</b> die, <b>your</b> personal representatives will have the benefit of the cover under this section</p> | <ul style="list-style-type: none"> <li>• <b>You</b> are not covered for liability arising: <ul style="list-style-type: none"> <li>– other than as owner or occupier of the <b>buildings</b>;</li> <li>– from any agreement or contract unless <b>you</b> would have been legally liable anyway;</li> <li>– from criminal acts;</li> <li>– as a result of an assault, alleged assault or a deliberate or malicious act;</li> <li>– from owning or occupying any land or buildings other than the <b>buildings</b>;</li> <li>– where <b>you</b> are entitled to cover from another source;</li> <li>– from any profession, trade or business;</li> <li>– from paragliding or parascending;</li> <li>– from any infectious disease or condition; or</li> <li>– from <b>you</b> owning or using any: <ul style="list-style-type: none"> <li>. power-operated lift;</li> <li>. electrically-, mechanically- or power assisted vehicles (including children’s motorcycles and motor cars) or horse-drawn vehicles (other than domestic garden equipment not licensed for road use);</li> <li>. aircraft (including drones), hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes);</li> <li>. caravans or trailers;</li> <li>. animals other than <b>your</b> pets;</li> </ul> </li> </ul> </li> <li>• <b>You</b> are not covered for liability arising from <b>you</b> owning or using any: <ul style="list-style-type: none"> <li>– animals of a dangerous species and livestock as defined in the Animals Act 1971* (other than horses used for private hacking); or</li> <li>– dogs listed under the Dangerous Dogs Act 1991**or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation.</li> </ul> </li> <li>• <b>You</b> are not covered for liability arising from the following. <ul style="list-style-type: none"> <li>– Liquidated damages<br/> Damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract at the time the contract was made.</li> <li>– Punitive or exemplary damages<br/> Damages that punish the person they are awarded against, as Insurers will as compensate the person they are awarded to.</li> <li>– Aggravated damages<br/> Damages that are awarded when a person’s behaviour or the circumstances of a case increase the</li> </ul> </li> </ul> |

|  |   |
|--|---|
|  | <p>injury to the other person because they are humiliated, distressed or embarrassed.</p> <ul style="list-style-type: none"> <li>– Multiplying compensatory damages<br/>In some areas of the world, the amount of money awarded as compensation is multiplied as a punishment.</li> </ul> |
|--|---|

**\*Animals Act 1971**

People who keep animals whether dangerous or non-dangerous are under a duty of care to prevent harm to other people by their animals. The Animals Act 1971 makes provision with respect to civil liability for damage done by animals and provides a distinction between dangerous and non-dangerous species. For further guidance please see the Office of Public Sector Information website ([www.opsi.gov.uk](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau.

**\*\*Dangerous Dogs Act 1991** The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website ([www.opsi.gov.uk](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau.

| What is covered   | What is not covered   |
|---|---|
| <p><b>Liability as the owner of previous buildings</b></p> <p><b>Insurers</b> will insure <b>your</b> liability under Section 3 of the Defective Premises Act 1972* or Section 5 of the Defective Premises (Northern Ireland) Order 1975 as owner of any previous <b>buildings</b> which <b>you</b> occupied, for accidents happening in and around that <b>buildings</b>, which result in:</p> <ul style="list-style-type: none"> <li>• bodily injury to any person other than <b>you</b> or a employee; or</li> <li>• loss or damage to property which <b>you</b> or <b>your</b> employees do not own or have legal responsibility for.</li> </ul> <p><b>Insurers</b> will not pay more than £5,000,000 for any one event plus any costs and expenses <b>Insurers</b> have agreed to in writing.</p> <p>If <b>you</b> die, <b>your</b> personal representatives will have the benefit of the cover under this section</p> | <p><b>You</b> are not covered for liability arising:</p> <ul style="list-style-type: none"> <li>• from an incident which happens over seven years after this insurance ends or the <b>buildings</b> was sold;</li> <li>• from any cause for which <b>you</b> are entitled to cover under another source;</li> <li>• from the cost of correcting any fault or alleged fault; or</li> <li>• where a more recent insurance covers the liability</li> </ul> |
| <p><b>Accidents to employees</b></p> <p><b>Your</b> legal liability to pay compensation for accidental bodily injury to an employee under a contract of service at the <b>buildings</b>.</p> <p><b>Insurers</b> will pay up to £5,000,000 for any one event plus any costs and expenses <b>Insurers</b> have agreed to in writing.</p> <p>If <b>you</b> die, <b>your</b> personal representatives will have the benefit of this section for <b>your</b> liability for an event covered by this section</p>  | <ul style="list-style-type: none"> <li>• Bodily injury arising from any infectious disease or condition</li> </ul>  |

**\*Defective Premises Act 1972**

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website ([www.opsi.gov.uk](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau.



## SECTION FOUR: LOSS OF RENT

Insurers will pay up to the Sum Insured stated in the Schedule in consequence of accidental Damage occurring during the Period of Insurance for

- 1 Loss of Rent which shall be
  - (a) the shortfall between the Rent received during the Indemnity Period and the Rent which would have been received but for the Damage
  - (b) the additional expenditure incurred to avoid such a shortfall but only to the extent of the shortfall thereby avoided
- 2 the costs incurred from the date of the Damage until the expiry of the Indemnity Period in re-letting the Premises (including legal fees in connection with the re-letting)

Provided that at the time of the Damage there is in force an insurance covering Your interest in the property at the Premises against such Damage and that

- (a) payment shall have been made or liability admitted in respect of the Damage or
- (b) payment would have been made or liability would have been admitted but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

except that this clause shall not apply in respect of any item on Rent where another party (other than You) is responsible for insuring the Buildings by virtue of lease or other contractual arrangements.

To the extent that You are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.

### CONDITIONS

#### 1 SAVINGS

The amount payable shall be reduced by

- (a) any sum saved during the Indemnity Period on business expenses or charges payable out of Rent which cease or reduce as a result of the Damage, and
- (b) any Rent received from the use of other premises to provide accommodation to tenants or prospective tenants of the Buildings during the Indemnity Period

## **2 PAYMENTS ON ACCOUNT**

Payments on account will be made to You in respect of claims for loss of Rent on the date upon which the Rent would have been due from the lessee but for the Damage.

## **3 UNDER-INSURANCE**

Provided that if the Sum Insured by Rent be less than the Rent during the twelve (12) months immediately before the date of the Damage (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

## **4 UNOCCUPIED BUILDINGS**

If at the time of the Damage the Buildings or any portions of the Buildings are unoccupied cover in respect of Rent will only apply if there is an ongoing tenancy agreement in force for which a rental income is being received that can be identified in Your records.

## **EXTENSIONS**

### **1 REINSTATEMENT OF LOSS**

In the event of loss under this Section, and in the absence of written notice by You or Us to the contrary, the amount of such loss is to be automatically reinstated from the date of the loss and You undertake to pay such additional premium as We require for the reinstatement for the remainder of the Period of Insurance.

### **2 BUILDINGS AWAITING SALE**

If at the time of Damage You shall have

- (a) contracted to sell Your interest in the Premises, or
- (b) accepted an offer in writing to purchase Your interest in the Premises subject to contract

and the sale is cancelled or delayed solely in consequence of Damage insured by Section A occurring during the Period of Insurance then provided that You shall make all reasonable efforts to complete the sale of the Premises as soon as practicable after the Damage You may opt for the amount payable by Us to be as follows

(i) the loss of Rent from the date of the Damage until the date the Premises would have been sold or the expiry of the Indemnity Period if earlier. The loss in respect of Rent being the shortfall between the Rent received and the Rent which would have been received but for the Damage, or

(ii) the loss in respect of interest from the date the Premises would have been sold if the Damage had not occurred to the actual date of sale or the expiry of the Indemnity Period if earlier. The loss in respect of interest being:

- (1) the actual interest incurred on capital borrowed (solely to offset in whole or in part the loss of use of the sale proceeds) for the purpose of financing the Business or
- (2) the investment interest lost to the Insured on any balance of the sale proceeds (after deduction of any capital borrowed as provided for under paragraph (1) above)

less any amount receivable in respect of Rent, or

(iii) the additional expenditure incurred during the Indemnity Period following the Damage solely to avoid or minimise the loss payable under (i) and (ii) above but not exceeding the amount of loss avoided by such expenditure

Provided that the amount payable in any one Period of Insurance shall not exceed the Limit above.

### **3 CAPITAL ADDITIONS (RENT)**

We will indemnify You for loss of Rent that is not otherwise insured for:

- (a) any newly acquired or newly erected buildings
- (b) alterations, additions or improvements to Buildings covered under Section A

anywhere in the United Kingdom, the Channel Islands or the Isle of Man  
Provided that

- (i) Our maximum liability at any one premises under this clause shall not exceed 10% of the Sum Insured on Rent up to a maximum of £100,000 during any one Period of Insurance
- (ii) You undertake to provide particulars of such extension to cover as soon as possible
- (iii) You undertake to pay any reasonable additional premium We require.

#### **4 EXPLOSION**

Despite Exclusion 1 of Section A, We will pay for loss resulting from interruption or interference with the Business carried on at the Premises in consequence of the explosion of any boiler or economiser on the Premises in which internal pressure is due to steam only.

#### **5 LOSS OF ATTRACTION**

We will indemnify You for loss of Rent occurring during the Period of Insurance as a result of accidental Damage to property in the immediate vicinity of the Premises which results in a fall in the number of tenants attracted to the Premises whether the Premises or Your property are the subject of Damage or not.

Provided that

- (a) We will not pay for loss arising from obstruction of roads, streets and the like by weather or climatic conditions
- (b) We shall not be liable for loss of Rent resulting from Damage which is excluded under Section A
- (c) Our liability is limited to the period beginning with the occurrence of the Damage and lasting no longer than 3 months thereafter
- (d) Our maximum liability under this extension shall not exceed 5% of the Sum Insured on Rent or £250,000, whichever is less, during any one Period of Insurance

#### **6 LOSS OF INVESTMENT INCOME ON LATE PAYMENT**

If as a result of Damage We are paying indemnity in respect of loss of Rent and Our payment to You is made later than the date upon which You would normally have expected to receive the Rent from a lessee We will pay a further sum representing the investment interest lost by You during the delay period.

Provided that the amount payable in respect of Rent and investment interest lost in any one Period of Insurance shall not exceed the Limit above.

#### **7 MANAGING AGENTS PREMISES**

We will indemnify You for loss of Rent resulting from Damage occurring during the Period of Insurance to any location in the United Kingdom owned or occupied by Your managing agents for the purposes of their business

Provided that

- (a) Our maximum liability under this extension shall not exceed 10% of the Sum Insured on Rent or £250,000, whichever is less, in respect of any one occurrence
- (b) We shall not be liable for loss of Rent resulting from Damage which is excluded under Section A.

#### **8 PREVENTION OF ACCESS**

We will indemnify You for loss of Rent following accidental Damage occurring during the Period of Insurance to property in the vicinity of the Premises which prevents or hinders the use of or access to the Premises whether the Premises or Your property are the subject of Damage or not.

Provided that

- (a) Our maximum liability shall not exceed 25% of the Sum Insured on Rent applying to the Premises or £100,000, whichever is less, in respect of any one occurrence
- (b) We shall not be liable for loss of Rent resulting from Damage which is excluded under Section A.

## **9 LEGAL FEES OR PROFESSIONAL ACCOUNTANTS**

If any of the Buildings suffer Damage We will pay the reasonable charges payable by You and incurred with Our consent to:

- (a) Your professional accountants for producing such information as We
- (b) may be require under the terms of General Condition 7 and for reporting that such particulars are in accordance with Your accounts Your lawyers for determining Your contractual rights under any Rent Cessor clause or insurance break clause contained in the lease but not for any other purposes in the preparation of any claim

## **10 PUBLIC UTILITIES**

We will indemnify You for loss of Rent resulting from the accidental failure of the supply (but excluding any failure which does not include interruption of supply for at least four hours) of

- (a) electricity at the terminal ends of the supply authority's service feeders at the Premises
- (b) gas at the supply authority's meters at the Premises
- (c) water at the supply authority's main stop cock serving the Premises (other than by drought)

not occasioned by

- (i) the deliberate act of any supply authority nor by the exercise by any such authority of its power to withhold or restrict supply
- (ii) strikes or labour or trade disputes

Provided that

- (a) Our maximum liability shall not exceed 25% of the Sum Insured on Rent applying to the Premises or £50,000, whichever is less, in respect of any one occurrence
- (b) We shall not be liable for loss of Rent resulting from Damage which is excluded under Section A.

## **11 ALTERNATIVE ACCOMMODATION – RESIDENTIAL PROPERTIES**

If Buildings that are occupied totally or partially for residential purposes suffer accidental Damage insured under Section A We will pay the costs You incur in providing comparable temporary alternative accommodation for the Residents who normally live in the Buildings if the residential property cannot be lived in or accessed because of Damage covered by this Insurance.

Provided that We shall not be liable for

- (a) any costs You or the Residents incur once the Buildings can be lived in again.
- (b) any costs You agree to pay without Our written permission.
- (c) any amount in excess of 10% of the Sum Insured on Rent applying to the Premises or £50,000, whichever is less, in respect of any one occurrence

## 2 RENT-FREE PERIOD

If at the time of Damage the Buildings are subject to a rent-free period concession under the terms of the lease, then the Indemnity Period stated in the Schedule will be adjusted by adding the unexpired portion of the rent-free period to the number of months shown in the Schedule.

## GENERAL EXCLUSIONS

The following exclusions apply to the whole of your insurance.

This insurance does not cover:

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

Caused by, contributed to or arising from the following:

- 1 Radioactive contamination from:
  - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
  - The radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
- 2 War, invasion, civil war, revolution and any similar event.
- 3 **Loss of value after Insurers have made a claim payment.**
- 4 Pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
- 5 Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

**Insurers** will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than water or oil leaking or spilling from **your** fixed water or heating systems.
- 6 Computer viruses or electronic information being erased or corrupted. The failure of any equipment to correctly recognise the date or a change of date. In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.
- 7 Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insects, moth, vermin, any cause that happens gradually, or mechanical or electrical breakdown.
- 8 Indirect loss of any kind. **Insurers** will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.
- 9 Biological or chemical contamination due to or arising from:
  - terrorism; or
  - steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism.

In this exclusion, terrorism means any act of any person or organisation involving:

- causing or threatening harm; or
- putting the public or any section of the public in fear

if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational) or similar nature.

- 10 Any accident, injury, loss or damage caused deliberately, maliciously or wilfully by **you, your** family, guests, tenants or employees.
- 11 The activities of any contractor in connection with work to extend, renovate, convert, repair, refurbish, redecorate or modernise the **buildings**. For the purposes of this exclusion a contractor is defined as any person, company or organisation working at or on the property, including where **you** are working in **your** capacity as a professional tradesman.

### Sanction Limitation and Exclusion Clause

**Insurers** will not provide any cover or be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

This means **Insurers** will not provide any cover for Specially Designated Nationals i.e. individuals or entities subject to trade or economic sanctions as per the laws and regulations of the European Union, United Kingdom or United States of America.

**Insurers** will not provide any cover in respect of any risk or exposure located in, or arising from, or in connection with a country which is subject to sanctions, by either the United Nations, European Union, United Kingdom or United States of America.

### Infectious or Contagious Disease exclusion

This Insurance does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- i. infectious or contagious disease;
- ii. any fear or threat of a) above; or
- iii. any action taken to minimise or prevent the impact of i. 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.

### Cyber and Data Exclusion

**Insurers** will not pay for any:

#### a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to a)i and/or a)ii above.

where:

- a fire or explosion occurs as a result of a)i or a)ii above;
- an escape of water occurs as a result of a)i or a)ii above; or
- a theft or attempted theft immediately follows a)i or a)ii above;

and that fire, explosion, escape of water, theft or attempted theft would otherwise be covered under this contract, **Insurers** will still cover physical loss or damage resulting from that fire, explosion, escape of water, theft or attempted theft.

#### b).Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

## GENERAL CONDITIONS

The following conditions apply to the whole of your insurance.

### 1 Reasonable care

**You** or an authorised person must inspect the inside and outside of the **buildings** at least once every 30 days.

**You** must take all reasonable care to prevent bodily injury; loss, damage, injury or accidents to the property; and maintain the **buildings** and **contents** in a good state of repair. If legal proceedings are under way, **you** must tell **us** without delay (See 'Making a Claim' section within this document) and take all reasonable steps to reduce the costs of these proceedings.

All security devices at the **buildings** must be maintained in good order throughout the **period of insurance** and be in use at all times when the property is left unattended.

### 2 Changes to your cover

**You** must tell Toledo Insurance Solutions or your Broker without delay about any change in the information given to **us** which is relevant to this insurance.

If **you** do not, **your** insurance may not be valid or may not cover **you** fully. If **you** are not sure whether any information is relevant, **you** should tell **us** anyway.

**You** must tell Toledo Insurance Solutions or your Broker about the following if **you**:

- plan to carry out building works at the **buildings**;
- change how the **buildings** is used (for example if it becomes occupied by tenants or is used for business);
- are convicted or have a prosecution pending for any offence (other than motoring);
- change **your** address.

**Insurers** have the right to cancel the policy or change any terms and conditions of this insurance when **you** tell **us** about a change. **Insurers** may also adjust the premium if necessary.

### 3 Claims

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

**For loss or damage claims:**

- **Insurers** may require **you** to provide **us** with documentation to help prove **your** claim, for example: purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, valuations, utility bills, pre-purchase surveys, plans and deeds of **your** property. **Insurers** will only ask for information relevant to **your** claim and **Insurers** will pay for any reasonable expenses **you** incur in providing **us** with the above information.
- **You** must tell the Police without delay if **you** have suffered a theft, attempted theft or malicious damage or vandalism, and obtain an incident number.
- **You** must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage.

**For liability claims:**

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

### 4 Our rights after a claim

**Insurers** may enter any building where loss or damage has happened, take possession of the insured damaged property and deal with any salvage in a reasonable way. However, **you** must not abandon any property.

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

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

## 5 Fraudulent claims

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- makes a claim under the policy, knowing the claim is false or exaggerated in any way;
- makes a statement to support a claim, knowing the statement is false;
- submits a document in support of a claim knowing the document to be forged or false in any way;
- makes a claim for any loss or damage which **you** knew about or deliberately caused

**Insurers**:

- will not pay the claim and all cover under this policy will cease;
- will not pay any other claim which has been or will be made under the policy;
- may at our option declare the policy void;
- may be entitled to recover from **you** the amount of any claim **Insurers** have already paid under the policy since the last renewal date;
- will not return any premiums **you** have paid; and
- may inform the police.

## 6 Disagreement over the amount of the claim

If **Insurers** accept **your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and **Insurers** agree to.

When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

## 7 Cancellation

**You** may cancel the insurance by contacting Moorhouse Group Limited within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents. I

**Insurers** will return any premium **you** have paid providing **you** have not made a claim.

**Insurers** can cancel this insurance by giving **you** 14 days notice in writing where there is a valid reason for doing so.

**Insurers** will refund the part of **your** premium which applies to the remaining **period of insurance** (providing **you** have not made a claim). **Insurers** will send **our** cancellation letter to the address shown on the **schedule** and will set out the reason for cancellation in this letter. Valid reasons may include but are not limited to:

- Where **Insurers** have been unable to collect a premium payment. In this case **Insurers** will contact **you** in writing requesting payment within 14 days. If **Insurers** do not receive payment by this date **Insurers** will write to **you** again notifying **you** that payment has not been received and giving **you** 7 days' notice of a final date for payment. This letter will also notify **you** that if payment is not received by this date **your** policy will be cancelled. If payment is not received by that date **Insurers** will cancel **your** policy with immediate effect and notify **you** in writing that such cancellation has taken place. If **Insurers** have accepted a claim for loss or damage under this insurance, **Insurers** may take any premium instalments **you** pay **Insurers** from the claim payment.
- Where **you** are required in accordance with the terms of this policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests. In this case **Insurers** may issue a cancellation letter and will cancel **your** policy if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the cancellation notice period.
- Where **Insurers** reasonably suspect fraud.
- Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

## 8 Other insurance

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

## 9 Your duty to provide accurate information

If **Insurers** obtain evidence which suggests that **you** Insured careless in providing **us** with the information **Insurers** have relied upon in setting the terms of this insurance **Insurers** may:

- refuse to pay any claim or claims, if **your** carelessness causes **us** to provide **you** with insurance cover which **Insurers** would not otherwise have offered; or
- only pay a proportion of the claim if **Insurers** would have charged more for **your** insurance; or
- amend the terms of **your** insurance. **Insurers** may apply these amended terms as if they Insured already



in place if a claim has been adversely impacted by **your** carelessness.

If **Insurers** establish that **you** deliberately or recklessly provided **us** with false information **Insurers** may:

- treat this insurance as if it never existed;
- decline all claims; and
- retain the premium.

## HOW TO MAKE A CLAIM

Toledo Insurance Solutions use Kennedys Law LLP to take First Notifications of Loss and administer the ongoing claim with the respective insurer.

Toledo Insurance Solutions use Kennedys Law LLP to take First Notifications of Loss

All claims and enquiries should be addressed to:

Kennedys Claims Handling Team c/o Moorhouse Group

Kennedys Law LLP

20 Fenchurch St

London EC3M 3BY

Telephone: 02920 849587

Email: [moorhouseclaims@kennedyslaw.com](mailto:moorhouseclaims@kennedyslaw.com)

Claims in writing should be directed to:

Kennedys Claims Handling Team c/o Moorhouse Group

Kennedys Law LLP

20 Fenchurch St

London

EC3M 3BY

Alternatively, if **you** prefer, please contact Toledo Insurance Solutions or your Broker.

To enable **your** claim to be dealt with quickly, Kennedys Law LLP will require **you** to provide them with assistance and evidence that they require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and telephone numbers
- Policy / Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

Following notification

- provide Kennedy's Law LLP any other required information;
- forward to Kennedy's Law LLP as soon as practicable, any letter, claim, writ, summons or other legal document You receive if a claim for liability is made against You;
- inform the Police as soon as practicable following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property;
- not admit liability or offer or agree to settle any claim without Our written permission;
- take all care to limit any loss, Damage or Injury;
- provide Us with evidence of value or age (or both) if We require;
- retain ownership of Your property at all times. We will not take ownership of, or accept liability for, any of Your property unless We agree with You in writing in advance to do so;
- carry out any necessary measures to reduce the loss, it is Your responsibility to prove Your loss and retain receipts, photographs and guarantees where practicable.

## COMPLAINTS

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem. If you have any questions or concerns about your policy or the handling of a claim you should in the first instance contact

Compliance Officer  
Toledo Insurance Solutions  
Barlcaj House  
Pontygwindy Road  
Caerphilly  
CF83 3HU

Telephone: 02920 849556  
Email [complaints@ToledoIS.co.uk](mailto:complaints@ToledoIS.co.uk)

### **The Financial Ombudsman Service (FOS)**

Should you be dissatisfied with the outcome of your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the FOS does not affect your right to take legal action.

The FOS's contact details are as follows:

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Telephone: +44 (0)30 0123 9123  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **The Financial Services Compensation Team**

You may be entitled to compensation from the Financial Services Compensation Scheme if Accelerant Insurance Europe SA/NV UK branch is unable to meet its obligations to you under this insurance.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the insurance.

Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

## DATA PROTECTION NOTICE

Toledo Insurance Solutions respects your right to privacy. In our Privacy Policy (available at <https://ToledoIS.co.uk/privacy-notice>) we explain who we are, how we collect, share and use personal information about you, and how you can exercise your privacy rights. If you have any questions or concerns about our use of your personal information, then please contact via email to [compliance@ToledoIS.co.uk](mailto:compliance@ToledoIS.co.uk) or in writing to The Data Protection Officer, Toledo Insurance Solutions, Barclay House, 2-3 Sir Alfred Owen Way, Caerphilly, CF83 3HU

We may collect your personal information such as name, email address, postal address, telephone number, gender and date of birth. We need the personal information to enter into and perform a contract with you. We retain personal information we collect from you where we have an ongoing legitimate business need to do so (please note that reference to “you” or “your” herein encompasses non-exhaustively “you, your company, employees and / or customers”).

We may disclose your personal information to:

- **our group companies;**
- **third party services providers and partners** who provide data processing services to us or who otherwise process personal information for purposes that are described in our Privacy Policy or notified to you when we collect your personal information;
- any **competent law enforcement body, regulatory, government agency, court or other third party** where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect your interests or those of any other person;
- a **potential buyer** (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal information only for the purposes disclosed in our Privacy Policy; or
- any **other person with your consent** to the disclosure.

Your personal information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country. We transfer data within the Toledo Insurance Solutions group of companies by virtue of our Intra Group Data Transfer Agreement, which includes Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that we collect and process about you. The measures we use are designed to provide a level of security appropriate to the risk of processing your personal information.

You are entitled to know what data is held on you and to make what is referred to as a **Data Subject Access Request ('DSAR')**. You are also entitled to request that your data be **corrected** in order that we hold accurate records. In certain circumstances, you have other data protection rights such as that of **requesting deletion, objecting to processing, restricting processing** and in some cases **requesting portability**. Further information on your rights is included in our Privacy Policy.

You can **opt-out of marketing communications** we send you at any time. You can exercise this right by clicking on the “unsubscribe” or “opt-out” link in the marketing e-mails we send you. Similarly, if we have collected and processed your personal information with your consent, then you can **withdraw your consent** at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent. You have the **right to complain to a data protection authority** about our collection and use of your personal information.