

Let Property Owners Policy

The Cornish Mutual Assurance Co. Ltd.

Registered Office: CMA House, Newham Road, Newham, TRURO, TR1 2SU

Tel: 01872 277151

Fax: 01872 223053

Email: enq@cornishmutual.co.uk

Registered in England No. 78768

To help us improve our service, telephone calls to us may be recorded and monitored

Authorised and Regulated by The Financial Services Authority

Let Property Owners Policy

We (The Cornish Mutual Assurance Company Limited) agree with you (the Policyholder named in the Schedule) that we will provide the insurance set out in the Policy and in any Endorsements specified as operative in the Schedule in respect of events occurring during the Period of Insurance for which you have paid a premium. The Period of Insurance is for the period indicated in the Schedule. Renewal of the Policy may be offered with changes to the Policy and premium.

This Policy is subject to the law applicable to your place of residence (or in the case of a business to the place where the principal office is situated) in the United Kingdom, the Isle of Man or the Channel Islands.

Signed on our behalf.



Chairman



Managing Director

Let Property Owners Policy

Definition of Terms

Each of the following words and expressions is given a specific meaning which applies whenever it appears in **bold type**, other than in Section 6, in this Policy.

Action(s): means legal proceedings (including appeal) arising out of any prosecution, inquiry, emergency control order, forfeiture, improvement notice, order to warn, prohibition notice, prohibition order or suspension notice.

Asbestos: means asbestos, asbestos fibres or any derivatives of asbestos and any product containing asbestos, asbestos fibres or any derivatives of asbestos in whatever form or quantity.

Buildings: means the dwelling and its garages, greenhouses and outbuildings, tennis courts, swimming pools, terraces, patios, drives, cesspits, septic tanks, footpaths, walls, fences, hedges and gates and **Your** fixtures and fittings, all used for domestic purposes and all at the risk address specified in the **Schedule**.

Business: means the business described in the **Schedule** including the routine repair, maintenance and decoration of the **Buildings**.

Contents: means household goods, furniture and furnishings and fixtures and fittings owned by or the legal responsibility of the **Insured Person** but not

- (i) **Money** in excess of £500
- (ii) property more specifically insured
- (iii) securities, certificates and documents, animals, boats, aircraft, mechanically propelled vehicles (other than domestic gardening equipment), caravans, trailers and their accessories
- (iv) any part of the **Buildings**, including ceilings, wallpaper, tiles and the like
- (v) plants, trees and shrubs in the garden.

The total value of the **Valuables** will be treated as not exceeding 15% of the total **Sum Insured on Contents**.

Films, photographs, tapes, cassettes, records, discs and the like are insured up to their value as unused material or, where purchased pre-recorded, for an amount not exceeding the maker's latest list price.

Contract Works: means

- (i) work executed or in the course of execution, including materials and plant, in connection with contracts undertaken by you
- (ii) property which you are required to insure under clause 21.2.1 of the JCT Standard Form of Building Contract (1980 Edition), or any clause of similar intent in an equivalent contract.

Employee(s): means

- (i) anyone under a contract of service or apprenticeship with **You**
- (ii) anyone hired or borrowed by **You**
- (iii) anyone engaged under a recognised work experience training scheme
- (iv) any labour master or labour-only sub-contractor or person supplied by them, or self-employed person (for labour only)
while working for **You** in connection with the **Business**.

Endorsement: means an alteration to the terms of the Policy.

Excess: means the monetary amount of the claim which **We** do not pay. **We** will deduct the monetary amount from the amount payable in respect of the claim after the application of any relevant monetary limits specified in this Policy.

Excluded Events: means

- (a) mechanical or electrical failure
- (b) the failure of any computer program, data processing equipment, microchip, integrated circuit or similar device or any computer software to recognise correctly any date as its true calendar date
- (c) loss or damage caused by
 - (i) wear and tear, atmospheric, climate or weather conditions, depreciation, the action of light, or any gradually operating cause
 - (ii) vermin, insects or fungus
 - (iii) any process of installing, erecting, dismantling, repairing, altering or adjusting
 - (iv) delay, confiscation or detention by Customs or other officials.

Fees: means

- (i) reasonable architects', surveyors' and legal fees but not fees incurred in preparing any claim
- (ii) the cost, incurred with **Our** consent, of debris removal, dismantling, demolition, shoring up or propping
- (iii) the additional cost of reinstating the damaged parts of the **Buildings** incurred solely to comply with any statutory requirement or local authority by-law but not the cost of compliance with any notice served on

You before the damage occurred.

Freezer: means any domestic deep freezer or fridge/freezer in the **Buildings**.

Geographical Limits: means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Gradual Pollution: means **Pollution or Contamination** other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

Injury: means bodily injury and includes illness, disease and death.

Insured Peril: means

1. Fire, explosion, lightning or earthquake.
2. Riot, civil commotion, labour and political disturbances.
3. Malicious persons, other than thieves excluding loss or damage caused by any person lawfully on the Premises.
4. Storm or flood, excluding
 - (a) loss or damage caused by frost, subsidence, heave, landslip or change in the water table
 - (b) loss or damage to fences, hedges and gates.
5. Escape of water or oil from any fixed domestic water or domestic heating system or any washing or dishwashing machine or fish tank, or the freezing of the system itself.
6. Falling trees or branches or radio/television aerials.
7. Theft or attempted theft, excluding theft by **You** or **Your** family or an **Employee** or **resident** or his or her family or any person lawfully on the Premises.
8. Impact by aircraft or aerial devices, trains, road vehicles or animals.
9. Breakage or collapse of aerials, their fixtures, masts and satellite dishes.
10. Subsidence or heave of the site, or landslip excluding
 - a) coastal erosion or normal settlement or shrinkage
 - b) loss or damage arising from faulty workmanship, defective design or the use of defective materials or occurring while the Buildings are undergoing demolition or structural alterations or repairs
 - c) loss or damage caused by the movement of infill
 - d) loss of or damage to swimming pools, tennis courts, terraces, patios, drives, cess pits, septic tanks, footpaths, walls, gates, fences or hedges, unless the private dwelling or its garages, greenhouses or outbuildings are damaged at the same time.

Insured Person: means **You** or **Your** directors, partners or **Employees**.

Legal Liability: means **Your** legal liability for damages and claimants' costs and expenses in respect of

- (i) accidental **Injury** to any person, not being an **Employee**
- (ii) accidental loss of or damage to material property
- (iii) accidental obstruction, trespass or nuisance.

Legal Liability to Employees: means **Your** legal liability for damages and claimants' costs and expenses in respect of **Injury** to any **Employee**.

Money: means cash, bank or currency notes, postal or money orders, current postage stamps, National Savings stamps and certificates, premium bonds, cheques, travellers' cheques, luncheon vouchers, gift vouchers, trading stamps, telephone cards and travel tickets.

Offshore: means from the time when the **Employee** embarks onto a conveyance at the point of final departure to an offshore rig or offshore platform until such time as the **Employee** disembarks from a conveyance onto land upon the **Employee's** final return from the offshore rig or offshore platform.

Pollution or Contamination: means

- (i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere, and
- (ii) all **Injury**, loss or damage directly or indirectly caused by such pollution or contamination.

Products: means goods (including their containers) sold, supplied, repaired, serviced, altered, renovated, processed or tested by **You** in the course of the **Business**.

Resident: means the tenant or lessee of the **Building** and any partner or member of his or her family permanently residing with him or her.

Road Vehicle: means a mechanically propelled vehicle or any trailer attached to it, used in circumstances to which the Road Traffic Acts apply or for which **You** insure liability under a more specific Policy.

Schedule: means the document which describes the details of the Policy that are specific to the **Insured Person**.

Sum Insured on Buildings: means the sum specified as such in the latest **Schedule** or the subsequent renewal invitation. The sum will be deemed to be adjusted monthly in accordance with the percentage change in the

Let Property Owners Policy

House Rebuilding Costs Index, prepared by the Royal Institute of Chartered Surveyors.

Sum Insured on Contents: means the sum specified as such in the latest **Schedule** or in the subsequent renewal invitation. This sum will be deemed to be adjusted monthly in accordance with the percentage change in the Consumer Durables Section of the General Index of Retail Prices.

Sum Insured on Rent: means the sum specified as such in the latest **Schedule** or the subsequent renewal invitation.

Unfurnished: means insufficiently furnished for full habitation.

Unoccupied: means not lived in by any person with **Your** permission.

Valuables: means works of art, pictures and clocks.

We/Us/Our: means Cornish Mutual Assurance Company Limited.

You/Your/Policyholder: means the person, persons, company, companies, partnership, partnerships or unincorporated association named in the **Schedule** as Policyholder.

SECTION 1 – Buildings Insurance Summary of Cover

What is Insured

A. Damage to the Buildings by an Insured Peril

Loss of or damage to the **Buildings** caused by an **Insured Peril** except loss or damage caused by **Insured Peril** 3, 5 or 7 during any period in excess of 45 consecutive days in which the **Buildings** are **Unfurnished**.

B. Accidental Damage to the Buildings

Accidental damage to the **Buildings** except for loss or damage

- (a) specifically excluded from the insurance under **A, C or D**
- (b) which is solely due to the absence of maintenance or routine redecoration
- (c) caused by mechanical or electrical failure
- (d) caused by failure of any computer, computer program, data processing equipment, microchip, integrated circuit or similar device or any computer software to recognise correctly any date as its true calendar date
- (e) caused by
 - (i) wear and tear, atmospheric, climate or weather conditions, depreciation, the action of light, or any gradually operating cause.
 - (ii) vermin, insects, wet or dry rot, or fungus
 - (iii) faulty workmanship, defective design or the use of defective materials
 - (iv) demolition or any structural alteration or repair to the **Buildings**
- (f) occurring during any period in excess of 45 consecutive days in which the **Buildings** are **Unfurnished**.

C. Underground Services

Accidental damage to the underground pipes, drains and cables (including their inspection covers) serving the **Buildings** provided that **You** are responsible for repairing the damage.

D. Fixed Glass and Sanitary Fixtures

Accidental breakage of glass and sanitary fittings fixed to and forming part of the **Buildings** except breakage occurring during any period in excess of 45 consecutive days in which the **Buildings** are **Unfurnished**.

We will not pay more than the **Sum Insured on Buildings** in respect of any one claim or series of claims arising out of one event under **A, B, C or D**, less the **Excess**.

E. Additions or Extensions

Loss of or damage to additional buildings, extensions or other alterations to the **Buildings** caused by an **Insured Peril** from the date that **You** become responsible for such items which are not already insured elsewhere.

We will not pay more than 10% of the **Sum Insured on Buildings** in any year.

You must provide **Us** with details of any such additional buildings, extensions or other alterations within 3 months from the date that **You** become responsible for such items and insure them with **Us**.

F. Landscaped Gardens

Damage to the **Buildings'** landscaped gardens caused by emergency services whilst attending the **Buildings** for an event where **We** pay a claim under **A, B, C or D**.

We will not pay more than £25,000 in respect of any one event, less the **Excess**.

Claims Settlement Provisions

Claims for loss of or damage to property will be settled on the following basis by payment or, at **Our** option, by

repair or replacement.

1. (i) If repair or replacement is carried out the cost, including **Fees**, necessarily incurred in repairing or replacing part of the property which is lost or damaged. No deduction will be made for depreciation and wear and tear unless at the time of the loss or damage
 - (a) that part of the property which is the subject of the claim is not in a good state of repair or
 - (b) the **Sum Insured on Buildings** is less than the cost, including **Fees**, of rebuilding the **Buildings** in their entirety
- (ii) If repair or replacement is not carried out
 - (a) what it would cost to settle the claim in the terms of 1 (i) above but with deduction for any betterment, depreciation and wear and tear or, at our option,
 - (b) the difference between the value of the **Buildings** before the loss or damage and their value after the loss or damage.
2. The **Excess** shown against the item in the **Schedule** will apply to each claim for loss or damage.
3. The amount payable under 1 (i) or 1 (ii) for any event will not exceed the **Sum Insured on Buildings** less the **Excess**.

For the purpose of any claim settlement repair or replacement as near as is reasonably practicable will be sufficient even though the former appearance or condition of the property may not be precisely restored.

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

SECTION 2 - Contents Insurance

What is Insured

A. Damage to the Contents by an Insured Peril

Loss of or damage to the **Contents** in the **Buildings** caused by an **Insured Peril** except loss or damage caused by **Insured Peril 7** unless such loss or damage involves entry to or exit from the **Buildings** by violent and forcible means.

We will not pay more than the **Sum Insured on Contents** in respect of any one event, less the **Excess**.

B. Accidental Damage to the Contents

Accidental damage to the **Contents** in the **Buildings** except loss or damage

- (a) specifically excluded from the insurance under **A. Damage to the Contents by an Insured Peril**
- (b) to food by deterioration
- (c) to clothing, contact lens, pedal cycles, sports equipment, records, discs, cassettes, tapes or styli
- (d) caused by **Excluded Events**
- (e) caused by
 - (i) any process of cleaning, dyeing, renovating or restoring
 - (ii) chewing, scratching, tearing or fouling by domestic pet.

We will not pay more than the **Sum Insured on Contents** in respect of any one claim or series of claims arising out of one event under **A** or **B**, less the **Excess**.

C. Contents outside the Buildings

1. Loss of or damage to the **Contents** occurring outside the **Buildings** within the boundaries of the land belonging to the **Buildings** if caused by an **Insured Peril**.

We will not pay more than £750 in respect of any one event, less the **Excess**.

2. Loss of or damage to the **Contents** caused by an **Insured Peril** and occurring while the **Contents** are temporarily
 - (i) stored in a furniture depository or other building pending removal to another location
 - (ii) removed from the **Buildings** into any bank, safe deposit, occupied private dwelling or any building where the **Insured Person** is residing, employed or carrying on business.
3. Loss of or damage to the **Contents** in transit between any two of the following places
 - (i) the **Buildings**
 - (ii) any furniture depository or any other building in which the **Contents** are stored pending removal to another location
 - (iii) any building used by the **Insured Person** for the accommodation of paying guests
 - (iv) **Your** permanent residence

We will not pay under 2 and 3 more than the **Sum Insured on Contents** in respect of any one event, less the **Excess**.

Let Property Owners Policy

D. Audio and Video Equipment

Accidental damage to television sets, radios, video cassette recorders or any other recording, video or audio equipment, home computer or video game equipment owned by or the legal responsibility of the **Insured Person** if the damage occurs in the **Buildings** or in any other occupied private dwelling to which the equipment is temporarily removed.

We will not pay for

- a) **Excluded Events**
- b) damage to records, discs, cassettes, tapes or styli
- c) damage to any item (other than a portable television set or a remote control unit) designed to be portable.

We will not pay more than £5000 in respect of any one event, less the Excess.

E. Mirrors and Fixed Glass in Furniture

Accidental breakage in the **Buildings** of mirrors, plate glass tops and fixed glass in furniture and fish tanks, and ceramic hobs. **We will not pay for breakage of lighting fixtures and fittings.**

F. Loss of Domestic Oil and Metered Water

Loss of oil following accidental damage to domestic storage tanks or domestic supply pipes at the **Buildings**.

Loss of metered water following accidental damage to the domestic water or heating installation at the **Buildings**.

We will not pay

- a) more than £1,000 in respect of any one event, less the **Excess**
- b) for loss or damage caused after the **Buildings** are left **Unfurnished** or **Unoccupied** for more than 45 consecutive days.

G. Food in the Freezer

Loss of or damage to food in the **Freezer** caused by failure of the **Freezer** or the power supply, and the reasonable cost of temporarily hiring alternative freezer space in order to avoid or diminish such loss or damage.

We will not pay

- a) more than £1,000 in respect of any one event, less the **Excess**
- b) for loss or damage occasioned by the deliberate act of the electricity supply authority or its employees
- c) for loss or damage if the compressor unit of the **Freezer** is more than 15 years old.

H. Theft of Door Keys

The cost necessarily incurred in replacing and installing external door locks for the **Buildings** if the keys to such locks have been stolen.

Claims Settlement Provisions

Claims for loss of or damage to property will be settled on the following basis by payment or, at **Our** option, by repair or replacement.

1. (i) The cost of repair, or of replacement as new if an article is totally lost or destroyed. An allowance for any depreciation for wear and tear will be made in respect of
 - (a) clothing and household linen
 - (b) property if at the time of the loss or damage the **Sum Insured on Contents** is less than the cost of replacing all the **Contents** of the **Buildings** as new without deduction for depreciation and wear and tear, except for clothing and household linen.
2. The **Excess** shown against the item in the **Schedule** will apply to each claim for loss of or damage.
3. The amount payable for any event will not exceed the **Sum Insured on Contents** less the **Excess**.

For the purpose of any claim settlement repair or replacement as near as is reasonably practicable will be sufficient even though the former appearance or condition of the property may not be precisely restored.

We will not be liable for the replacement of or work on

- (a) any undamaged items or remaining parts solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design
- (b) an undamaged carpet or floor covering not in the room or area in which the damage occurred, solely because the undamaged carpet or floor covering matched the damaged carpet or floor covering in colour, pattern or design.

SECTION 3 - Loss Of Rent

What is Insured

If the **Buildings** cannot be lived in as a result of loss or damage insured under Section 1 – Buildings Insurance or if access is denied as a result of loss or damage to any other building:

1. Loss of rent and management charges **You** should have received.
2. The cost of comparable alternative accommodation incurred by **You** or **Your Resident**.
3. The cost of reasonable accommodation in kennels and catteries for dogs and cats belonging to **Your Resident** where such animals are not permitted in the comparable alternative accommodation.
4. Temporary storage of **Your** furniture.

We will not pay more than the **Sum Insured on Rent** in respect of any one event.

SECTION 4 - Employers Liability

What is Insured

A. Legal Liability to Employees

Arising in connection with the **Business** including **Legal Liability to Employees** while temporarily outside the **Geographical Limits**.

We will not pay more than £10,000,000 in respect of all events arising from any one cause, including costs and expenses incurred with **Our** consent, the cost of representation at any Coroner's Court, Fatal Accident Inquiry or Court of Summary Jurisdiction.

Compulsory Employers' Liability Insurance Laws: This insurance complies with the law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. If **We** are obliged to make a payment which **We** would not have been liable to make but for such law **We** will require **You** to refund the amount paid.

We will not pay for any claim which arises from

- (a) **Injury** to any **Employee** while working **Offshore**
- (b) an event in respect of which liability is required to be insured under the compulsory motor insurance provisions of the Road Traffic Acts
- (c) **Asbestos**

B. Health & Safety at Work

Costs and expenses incurred with **Our** consent by **You** or **Your** directors, partners or **Employees** in defending **Actions** arising in connection with the **Business** under the Health and Safety at Work etc. Act 1974, the Health and Safety Inquiries (Procedure) Regulations 1975 and the Health and Safety at Work (Northern Ireland) Order 1978 provided that **You** give written notice to **Us** immediately **You** have knowledge of an impending **Action** or any circumstances which might give rise to an **Action**.

We will not pay more than £250,000 in respect of all **Actions** arising in any one Period of Insurance.

We will not pay for

- (a) Fines or penalties
- (b) Any claim which arises from
 - (i) a deliberate act or omission by **You** or **Your** directors, partners or **Employees**
 - (ii) **Injury** to an **Employee** while working **Offshore**
 - (iii) Any event in respect of which liability is required to be insured under the compulsory motor insurance provisions of the Road Traffic Acts.
- (c) Any claim where the **Action** is solely in connection with the health and safety of anyone not an **Employee**.

Claims Settlement Provisions

We will settle a claim for damages by payment on the basis of the liability incurred, subject to any relevant monetary limit specified in this Section.

For the purpose of any claim settlement **We** may at any time at **Our** option pay **You** the maximum amount specified in this Section (less any sums already paid) or any smaller amount for which the claim or claims may be settled. **We** will then be under no further liability in respect of the claim or claims except for costs and expenses incurred prior to the payment.

Let Property Owners Policy

SECTION 5 - Public Liability

What is Insured

A. Legal Liability

1. **Legal Liability** arising in connection with the **Business**.

The insurance extends to include **Legal Liability** arising in connection with the **Business**

- (i) from an event occurring outside the **Geographical Limits**, caused by
 - (a) **You** or **Your** directors, partners or **Employees** while temporarily outside the **Geographical Limits**
 - (b) **Products** supplied from within the **Geographical Limits**
- (ii) under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlords Liability Act) (Northern Ireland) 2001 in connection with any premises disposed of by **You** which were prior to disposal owned by **You**, provided that the liability is not insured under another policy
- (iii) from loss of or damage to
 - (a) any building, including its contents, temporarily in your custody or control of that of **Your** directors, partners or **Employees** (but not owned, hired, let or rented by **You**) for the purposes of carrying out work
 - (b) any building (including landlord's fixtures and fittings therein) hired, let or rented to **You**
 - (c) directors' or **Employees**' property
 - (d) customers' or visitors' property while temporarily on **Your** premises (except property for alteration, cleaning, inspection, repair, servicing or storage).

We will not pay more than £2,000,000 in respect of all events

- (a) arising from any one cause or
 - (b) occurring in any one Period of Insurance attributable to
 - (i) **Products**
 - (ii) **Pollution or Contamination**.
2. Costs and expenses incurred with **Our** consent, including the cost of representation at any Coroner's Court, Fatal Accident Inquiry or Court of Summary Jurisdiction.

We will not pay claims arising from

- (a) **Excluded Events**.
- (b) Liability arising from
 - (i) the use by **You** or on **Your** behalf of any aircraft, hovercraft, train, watercraft or **Road Vehicle**
 - (ii) advice, design, specification or treatment provided for a fee by or through **You** or **Your** directors, partners or **Employees**
 - (iii) known exports of any **Products** to the United States of America or Canada
 - (iv) **Gradual Pollution**.
- (c) Liability arising from loss of or damage to
 - (i) material property owned by **You**
 - (ii) material property in **Your** custody or control or that of **Your** directors, partners or **Employees**, other than as insured under 1. above
 - (iii) **Contract Works**
 - (iv) that part of any material property on which **You** or anyone acting on **Your** behalf is or has been working if the loss or damage results directly from such work.
- (d) Any claim in respect of
 - (i) loss of or damage to **Products**
 - (ii) the cost of recalling, altering, repairing, replacing or making any refund in respect of **Products** or **Contract Works**.
- (e) Liability which arises only because of an agreement relating to
 - (i) the sale or supply of **Products**
 - (ii) a building hired, let or rented to **You**.
- (f) Liquidated, punitive or exemplary damages, fines or penalties.
- (g) Any claim which arises from an action brought in a court of law in the United States of America or Canada or in a country which operates under the laws of the United States of America or Canada, or from any proceedings to enforce a judgement in such an action.

- (h) Liability directly or indirectly arising out of or resulting from or in consequence of or in any way involving:
 - (i) exposure to inhalation or ingestion of or fears of the consequence of exposure to or inhalation of or ingestion of **Asbestos**
 - (ii) the cost of cleaning up, or removal of or loss of or damage to property arising out of any **Asbestos** other than the loss of or damage to property involving products containing **Asbestos** where the existence of **Asbestos** is not itself a direct or indirect cause of the loss of or damage to property.
- (i) Liability arising from
 - (i) the production, supply of, or presence on the premises of any genetically modified **Products**, where liability may be attributed directly or indirectly to the genetic characteristics of the **Products**.
 - (ii) the spread, the fear of spread, the threat of spread or the fear of threat of spread of genetically modified organism characteristics into the environment or any change to the environment arising from research into testing of or production of genetically modified organisms.

B. Additional Costs

Costs and expenses incurred with **Our** consent by **You** or **Your** directors, partners or **Employees** in defending **Actions** arising in connection with the **Business** under

- (i) the Health and Safety at Work etc. Act 1974, the Health and Safety Inquiries (Procedure) Regulations 1975 and the Health and Safety at Work (Northern Ireland) Order 1978
- (ii) Part II of the Consumer Protection Act 1987
- (iii) the Food Safety Act 1990 and the Food Safety (Northern Ireland) Order 1991

provided that **You** give written notice to **us** immediately **You** have knowledge of an impending **Action** or any circumstances which might give rise to an **Action**.

We will not pay more than £250,000 in respect of all **Actions** arising under the same Act in any one Period of Insurance.

We will not pay claims arising from

- (a) Fines or penalties.
- (b) Any claim which arises from a deliberate act or omission by **You** or **Your** directors, partners or **Employees**.
- (c) Any claim where the **Action** is solely in connection with the health and safety of any **Employee**.

Claims Settlement Provisions

We will not be liable to make a payment under more than one Section or subsection of this policy in respect of loss of or damage to the same property caused by the same event.

We will settle a claim for damages by payment on the basis of the liability incurred, subject to any relevant monetary limit specified in this Section.

For the purpose of any claim settlement **We** may at any time at our option pay **You** the maximum amount specified in this Section (less any sums already paid) or any smaller amount for which the claim or claims may be settled. **We** will then be under no further liability in respect of the claim or claims except for costs and expenses incurred prior to the payment.

SECTION 6 - Legal Expenses

This section is underwritten by DAS Legal Expenses Insurance Company Limited.

Send your claims to:

Legal Claims Centre, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Claims can also be e-mailed to newclaims@das.co.uk

Problems

We will always try to give you a quality service. If you think **we** have let you down, **we** have internal complaint-handling procedures, copies of which are available on request. Please write to our Managing Director at Head Office, who will direct the complaint to the head of the relevant department(s).

Our Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited,
 DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.
 Registered in England and Wales, number 103274.

The Cover

We agree to provide the insurance in this policy, keeping to the terms, conditions and exclusions as long as:

- the **date of occurrence** of the insured incident happens during the period of insurance and within the

Let Property Owners Policy

territorial limit; and

- any legal proceedings will be dealt with by a court or other body which **we** agree to in the **territorial limit**; and
- in civil claims it is always more likely than not that **you** will recover damages (or other legal remedy) or make a successful defence.
- the claim is reported to **us** as soon as **you** become aware of it and within 90 days of the **date of occurrence**.

Definition of terms in this section

We, us, our

DAS Legal Expenses Insurance Company Limited.

You, your

The person named in the policy schedule.

Your property

The property **you** have told **us** about.

Appointed Representative

The lawyer, or other suitably qualified person, who has been appointed to act for **you** under Condition 2 of this section of the policy.

All reasonable and necessary costs charged by the **appointed representative** on a standard basis. Also the costs incurred by opponents in civil cases if **you** have to pay them, or pay them with **our** agreement.

Territorial limit

England, Scotland and Wales.

Date of occurrence

(a) For civil cases, the **date of occurrence** is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same originating cause, then the **date of occurrence** is the date of the first of these events.

(b) For criminal cases, the **date of occurrence** is when **you** began, or are alleged to have begun, to break the criminal law in question.

Insured incidents we will cover

We will negotiate for the following.

- 1 **Your** legal rights after an event which causes physical damage to **your property**.
The amount in dispute must be more than £1,000.
- 2 **Your** legal rights to evict anyone in **your property** who does not have **your** permission to be there but not including claims arising from or relating to a lease of land or buildings of more than 56 days. An excess of £250 applies to this section; this is payable as soon as **we** accept the claim.
- 3 To defend **your** legal rights if an event arising from **you** letting **your property** leads to **you** being prosecuted in a criminal court.

For all insured incidents **we** will help in appealing or defending an appeal.

If an **appointed representative** is used, **we** will pay the legal costs for this.

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £25,000.

What you are not covered for

- 1 Any claim reported to **us** more than 90 days after the date **you** should have known about the **insured incident**.
- 2 Any legal costs that are incurred before **we** agree to pay them.
- 3 Any disagreement with **your** tenant when the **date of occurrence** is within the first 90 days of the first period of insurance.
- 4 Any claim to do with someone legally taking **your property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your property** by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.
- 5 Any claim relating to any work done by any government or public or local authority unless the claim is for accidental physical damage to **your property** caused by any of the above.
- 6 Any claim relating to subsidence, mining or quarrying.
- 7 Any claim relating to the settlement payable under an insurance policy.
- 8 Applications for a judicial review.
- 9 Fines, damages or other penalties which **you** are ordered to pay by a court or other authority.

- 10 A claim relating to **your** alleged dishonesty or alleged violent behaviour.
- 11 A claim relating to written or verbal remarks which damage **your** reputation.
- 12 Any disagreement with **us** that is not in Condition 7.
- 13 Any legal action **you** take which **we** or the **appointed representative** have not agreed to or where **you** do anything that hinders **us** or the **appointed representative**.
- 14 Any claim caused by, contributed to by or arising from;
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 13 Apart from **us**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interest.

Conditions

- 1 **You** must:
 - (a) Keep to the terms and conditions of this section of the policy.
 - (b) Try to prevent anything happening that may cause a claim.
 - (c) Take reasonable steps to keep any amount **we** have to pay as low as possible.
 - (d) Send everything **we** ask for, in writing.
 - (e) Give **us** full details of any claim as soon as possible and give **us** any information **we** need.
- 2 (a) **We** can take over and conduct, in **your** name, any claim or legal proceedings at any time before an **appointed representative** is appointed.
We can negotiate any claim on **your** behalf.
 - (b) **You** are free to choose a representative (by sending **us** a suitably qualified person's name and address) if:
 - (i) **we** agree to start court proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings;
 - or
 - (ii) there is a conflict of interest.

We may choose not to accept **your** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **appointed representative** in these circumstances, **you** may choose another suitably qualified person.
 - (c) In all circumstances except those in 2(b) above, **we** are free to choose an **appointed representative**.
 - (d) An **appointed representative** will be appointed by **us** and represent **you** according to **our** standard terms of appointment.
 The **appointed representative** must co-operate fully with **us** at all times.
 - (e) **We** will have direct contact with the **appointed representative**.
 - (f) **You** must co-operate fully with **us** and with the **appointed representative** and must keep **us** up-to-date with the progress of the claim.
 - (g) **You** must give the **appointed representative** any instructions that **we** ask for
- 3 (a) **You** must tell **us** if anyone offers to settle a claim.
 - (b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further legal costs.
 - (c) **You** must not negotiate or agree to settle a claim without **our** approval.
 - (d) **We** may decide to pay **you** the amount of damages **you** are claiming or is being claimed against **you** instead of starting or continuing legal proceedings.
- 4 (a) If **we** ask, **you** must tell the **appointed representative** to have legal costs taxed, assessed or audited.
 - (b) **You** must take every step to recover legal costs that **we** have to pay and must pay **us** any legal costs that are recovered.
- 5 If an **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss an **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.

Let Property Owners Policy

- 6 If **you** stop a claim without **our** agreement, or do not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once.
- 7 If **we** cannot agree with **you** about the choice of **appointed representative**, or about the handling of a claim, **we** can both agree to choose another suitably qualified person to decide the matter. **We** must both agree to this in writing. If **we** cannot agree with **you** about the choice of this person, **we** will ask the president of a relevant national law society to choose a suitably qualified person. Whoever loses the disagreement will have to pay the costs of settling it.
- 8 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- 9 This policy will be governed by English law.

Helpline Services

We provide these services 24 hours a day, 7 days a week during the period of insurance.

Legal & Tax Advice Service

We will give **you** confidential advice over the phone on any legal or tax problem in relation to letting/tenancy matters, under the laws of England, Scotland and Wales.

We will not accept responsibility if the Helpline Services fail for reasons **we** cannot control. To help **us** check and improve **our** service standards, **we** record all calls.

To get help from DAS, phone **us** on **0117 934 2111** or **0117 976 2030**.

When phoning, please tell **us your** policy number or the name of the scheme **you** are in. **Please do not phone us to report a general insurance claim.**

DAS is authorised and regulated by the Financial Services Authority

Endorsements

The following Endorsements are operative only when the endorsement number appears in the Schedule under the heading "Endorsements Operative".

CAD.1 - Contents Accidental Damage: This Policy does not insure accidental damage to **Contents**.

PL.103 - Increased Indemnity Limit (3m): The amount of £2,000,000 stated in A. Legal Liability 1) of Section 5 is increased to £3,000,000

PL.104 - Increased Indemnity Limit (4m): The amount of £2,000,000 stated in A. Legal Liability 1) of Section 5 is increased to £4,000,000

PL.105 - Increased Indemnity Limit (5m): The amount of £2,000,000 stated in A. Legal Liability 1) of Section 5 is increased to £5,000,000

Making A Claim Under Your Policy

Should **You** need to make a claim under **Your** policy **You** should contact us at;

The Cornish Mutual Assurance Co. Ltd.

CMA House

Newham Road

Newham

Truro

TR1 2SU

by telephone 01872 277151

by facsimile 01872 263032

by email to claims@cornishmutual.co.uk.

or by writing to the above address.

Please ensure **You** are able to provide details of the policyholder and the policy number to enable **Us** to advise and assist **You** without delay. **You** should contact **Us** as soon as practicable after the incident giving rise to the claim has occurred.

When corresponding with us by email please note that proof of sending an email does not mean we have received it. Please ensure we have acknowledged receipt of your email.

Conditions

1. **Observance of Terms:** Anyone claiming indemnity or benefit under this Policy must comply with its terms as far as they can apply.
2. **Precautions:** **You** must take all reasonable precautions to reduce or remove the risk of damage, loss or **Injury**.
3. **Notification:** **You** must report any damage or loss to **Us** in writing as soon as reasonably possible and notify the police immediately of any damage or loss by theft, riot or malicious persons. **You** must send any claim by a third party or notice of proceedings to **Us** immediately. No expense in making good damage may be incurred without **Our** written consent except for emergency repairs to prevent further loss or damage.
4. **Conduct of Claim:** **You** must at your own expense provide **Us** with such proofs, evidence, certificates and assistance as **We** may reasonably ask for in connection with any claim. No property may be abandoned to **Us**. **We** will be entitled to the full conduct and control of the defence or settlement of any claim from a third party and no admission of liability may be made without **Our** written consent.
5. **Other Insurance:** If any other insurance covers the same damage, loss or liability **We** will pay only **Our** rateable proportion of any claim.
6. **Cancellation:** **We** may cancel **Your** policy by sending at least seven days notice to **Your** last known address. **You** have the right to cancel the policy within 14 days of conclusion of the contract or receipt of the policy documents, whichever is later, or at any other time, by writing to **Our** Registered Office address requesting cancellation.

We will return any premium paid, less an amount to represent the insurance cover **We** have provided, within thirty days of **Your** request. The cost of the cover **We** have provided will be in proportion to the annual premium.

Let Property Owners Policy

General Exclusions

1. **Geographical Limits:** This Policy does not insure any damage, loss, injury or liability arising outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands, except as specifically set out in the Policy.
2. **Sonic Bangs:** This Policy does not insure loss, destruction or damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
3. **War Risks:** This Policy does not insure any liability or damage directly or indirectly occasioned by or happening through war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil commotion assuming proportions of or amounting to a popular rising civil war military rising mutiny rebellion revolution insurrection military or usurped power martial law or confiscation or destruction or requisition by order of the government or any public authority. (Not applicable to Section 4 Employers Liability)
4. **Nuclear Risks:** This Policy does not insure
 - (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
5. **Terrorism and Civil Commotion:** This Policy does not insure loss, damage, liability, injury, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or any consequential loss in connection with
 - (i) (a) any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except under Section Four, Subsection A where **We** will not pay more than £5,000,000 (including any costs and expenses incurred) in respect of all events arising out of any occurrence from any Acts or Act of Terrorism.
(b) in Northern Ireland, other than insurance under Sections Four and Five, Civil Commotion.
 - (ii) any action taken in controlling, preventing suppressing or in any way relating to any Act of Terrorism.
For the purpose of this exclusion an Act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
If **We** allege that by reason of this exclusion any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon **You**.
In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
6. **Pollution and Contamination:** This policy does not insure any loss or damage or liability arising from pollution or contamination unless caused by a sudden identifiable unintended and unforeseen incident.
7. **Deliberate Acts:** This Policy does not insure any loss of or damage to any property or any liability caused deliberately by the **Insured Person**.

These general exclusions do not apply in respect of Section 6 - Legal Expenses.

Our Service To You

As a Mutual organisation we are Member-centred and want to ensure that we treat all our Members fairly and honestly.

We and DAS Legal Expenses Insurance Company seek to give a high level of service at all times.

If there are occasions when we do not meet your standards please contact us at the address below.

The Cornish Mutual Assurance Company Limited

CMA House, Newham Road, Newham, TRURO TR1 2SU

Tel: 01872 277151 Fax: 01872 223053

Email: enq@cornishmutual.co.uk

DAS Legal Expenses Insurance Company Limited

DAS House, Quay Side, Temple Back, Bristol, Bristol BS1 6NH

Tel: 0117 934 2000 Fax: 0117 934 2109

Website: www.das.co.uk

We will handle your complaint in the following way:

- We will acknowledge your complaint within five working days and give you the name and title of the person who is handling your complaint
- We will deal with your complaint as quickly as possible and aim to provide you with a formal response within twenty working days from receipt of the complaint. If compensation or redress is appropriate we will provide these details with our response. If we feel your complaint is not justified full reasons for our decision will be provided to you.
- If we are unable to resolve your complaint within twenty working days we will write to you and explain why we have been unable to resolve the issue. We will also advise you of when you can expect to receive our final response.
- If you remain dissatisfied you have the option of contacting The Financial Ombudsman Service.

Their contact details are:

South Quay Plaza, 183 Marsh Wall, London E14 9SR

Tel: 0845 0801800 Email: complaint.info@financial-ombudsman.org.uk

Our response to your complaint will always provide you with a leaflet explaining The Financial Ombudsman Service.

Let Property Owners Policy

LP.14(1)



Head office

CMA House
Newham Road
Newham
Truro
Cornwall TR1 2SU
Tel: 01872 277151
Fax: 01872 223053

Exeter office

Unit A
Exeter Livestock Centre
Matford
Exeter
Devon EX2 8FD
Tel: 01392 824964
Fax: 01392 256107

email: enq@cornishmutual.co.uk www.cornishmutual.co.uk