



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: askus@cornishmutual.co.uk

Registered in England No. 78768

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

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation 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 time any of the following words or phrases appear in **bold type** (or in capital letters in the **Schedule**) they will take the meaning shown below unless more specifically defined in a policy section

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 residential letting or holiday letting accommodation shown 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 (1998 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

- (i) mechanical or electrical failure
- (ii) loss or damage caused by
 - (a) wear and tear, atmospheric, climate or weather conditions, depreciation, the action of light, or any gradually operating cause
 - (b) vermin, insects or fungus
 - (c) any process of installing, erecting, dismantling, repairing, altering or adjusting
 - (d) 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

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 physical injury or disease or a recognisable psychiatric injury, including death resulting therefrom.

Insured Peril: means

- (i) Fire, explosion, lightning or earthquake.
- (ii) Riot, civil commotion, labour and political disturbances.
- (iii) Malicious persons, other than thieves excluding loss or damage caused by any person lawfully on the Premises.
- (iv) 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.
- (v) 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.
- (vi) Falling trees or branches or radio/television aerials.
- (vii) 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**.
- (viii) Impact by aircraft or aerial devices, trains, road vehicles or animals.
- (ix) Breakage or collapse of aerials, their fixtures, masts and satellite dishes.
- (x) 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 House Rebuilding Costs Index, prepared by the Royal Institute of Chartered Surveyors. We will not reduce the Sum Insured on Buildings if the index falls.

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

Let Property Owners Policy

Consumer Durables Section of the General Index of Retail Prices. We will not reduce the Sum Insured on Contents if the index falls.

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

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** (iii) Malicious persons, (v) Escape of water or (vii) Theft or attempted theft, 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
 - (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**
- (e) 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 period of insurance.

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.

G. National and Local Government Regulations and Requirements Extension

The insurance provided for **Buildings** extends to include the additional cost of reinstating the damaged parts of the **Buildings** incurred solely by reason of the necessity to comply with the stipulations of Building or other Regulations under or framed in pursuance of any Act of Parliament or bye-laws of any Public Authority (hereinafter referred to as "the Stipulations")

Excluding

- (a) the cost incurred in complying with the Stipulations:

- (i) in respect of **Damage** occurring prior to the granting of this extension
 - (ii) in respect of **Damage** excluded or otherwise not insured by this policy
 - (iii) under which notice has been served upon **You** prior to the happening of the **Damage**
 - (iv) for which there is an existing requirement which has to be implemented within a given period
 - (v) in respect of any undamaged property
- (b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- (c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with the Stipulations

Special Conditions applicable to this extension

- 1) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the **Damage** or within such further time as **We** may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to **Our** liability under this extension not being increased.
- 2) If **Our** liability under the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then **Our** liability under this extension (in respect of any such item) shall be reduced in like proportion.
- 3) The total amount payable under any item of the policy shall not exceed its sum insured.
- 4) All the terms and conditions of the policy continue to apply except where they have been varied by this extension.

H. Trace and access

The costs and expenses necessarily and reasonably incurred by **You** with **Our** consent in locating the source of a leakage of oil or water in the **Buildings** and the cost of making good damage cause by the search. **We** will not pay more than £5,000 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** or amended by the Endorsements section of 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** (vii) Theft or attempted theft 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**

Let Property Owners Policy

- (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 pets.

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**.

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**.

The additional charges imposed on you by the water supply authority resulting from 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** or amended by the Endorsements section of 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

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

Let Property Owners Policy

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.

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 or 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) 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**.
- (b) 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.
- (c) 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**.
- (d) 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**.
- (e) Liquidated, punitive or exemplary damages, fines or penalties.
- (f) 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.
- (g) 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 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.
- (h) 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.

Let Property Owners Policy

SECTION 6 - Let Property Owners' and Holiday Home Owner's Legal Expenses

This section is administered by ARAG plc under a coverholder agreement with ARAG Allgemeine Versicherungs-AG Branch UK.

ARAG plc are authorised and regulated by the Financial Conduct Authority (registration number 452369) while ARAG Allgemeine Versicherungs-AG Branch UK is authorised by the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) better known by its abbreviation BaFin, who is the regulatory authority in Germany. The UK Branch is also regulated by the Prudential Regulation Authority and the Financial Conduct Authority.

ARAG plc has its registered office at 9 Whiteladies Road Clifton Bristol BS8 1NN.

Each of the following words and expressions is given a specific meaning which applies wherever it appears in **bold type** in this Section, the Schedule or in any endorsements.

SECTION 6 - Definitions

Appointed Advisor: means the solicitor, mediator or other advisor appointed by **Us** to act on **Your** behalf.

Excess: means the amount of the claim which is to be borne by **You**. We will ask **You** to pay this when **We** confirm acceptance of **Your** claim. For some types of claim it may be possible to claim back the **Excess** from **Your** opponent if **Your** claim is successful.

Holiday Home: means the Insured Property Address shown in **Your Schedule** which is located in England, Wales, Scotland or Northern Ireland and which **You** let out or intend to let out as holiday accommodation for leisure purposes.

Insurer: means ARAG Allgemeine Versicherungs-AG Branch UK.

Legal Costs & Expenses: means

- a) reasonable legal costs, fees and disbursements reasonably and proportionately charged by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**.
- b) other side's costs, except if **You** are prosecuted, where **You** have been ordered to pay them or pay them with **Our** agreement.
- c) **Your** basic wages or salary from **Your** work as an employee while attending court at the request of the **Appointed Advisor** where **Your** employer does not pay **You** for time lost up to a maximum of £100 per day and £1,000 in total.
- d) accommodation expenses for Part A What is Insured F.

Let Property: means the Insured Property Address shown in **Your Schedule** which is located in England, Wales, Scotland or Northern Ireland.

Reasonable Prospects of Success: means

- (i) other than as set out in (ii) and (iii) below where **You** have a greater than 50% chance of successfully pursuing **Your** claim against another person. If **You** are seeking damages or compensation, there must also be a greater than 50% chance of enforcing any judgment that might be obtained
- (ii) in criminal prosecution claims where **You**:
 - a) plead guilty, where there is a greater than 50% chance of reducing any sentence or fine or
 - b) plead not-guilty, where there is a greater than 50% chance of that plea being accepted by the court
- (iii) in all claims involving an appeal, a greater than 50% chance of **You** being successful.

Where it has been determined that **Reasonable Prospects of Success** do not exist, **You** shall be liable to pay any legal costs incurred should **You** pursue or defend **Your** claim irrespective of the outcome.

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

We/Us/Our: means ARAG plc who are authorised under a coverholder agreement on behalf of the insurer ARAG Allgemeine Versicherungs-AG Branch UK.

You/Your means the **Policyholder** named in the **Schedule** and/or any person or business appointed as their agent to manage the letting of **Let Property** and/or a **Holiday Home** to the extent that any such agent has acted on behalf of the **Policyholder**.

This insurance has two parts. Part A applies to **Let Property** that **You** have let to a tenant for residential or business purposes while Part B applies to accommodation that **You** let out as a **Holiday Home(s)**.

SECTION 6 Part A - Let Property Owners Legal Expenses

What is Insured

A. Property damage, nuisance and trespass

- 1) An event which causes visible damage to **Your Let Property** and/or anything owned by **You** at **Your Let Property**.
- 2) A public or private nuisance or a trespass relating to **Your Let Property**.

B. Repossession of residential property

- 1) Cover for tenancies under the Housing Acts for England, Wales and Scotland.
Pursuit of **Your** legal rights to repossess **Let Property** that **You** have let under:
 - a) an assured shorthold tenancy; or
 - b) a shorthold tenancy; or
 - c) an assured tenancy; or
 - d) an assured agricultural occupancy;as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act.

Provided **You**:

- a) give the tenant the correct notices for the repossession of **Your Let Property**; and
- b) will try to get repossession under:
 - i) Schedule 2, Part 1 (grounds 1 to 8) of the Housing Act 1988 as amended by the Housing Act 1996; or
 - ii) Schedule 5, Part 1 (grounds 1 to 8) of the Housing Act (Scotland) 1988; or
 - iii) Part 1, Section 21 of the Housing Act 1988 amended by the Housing Act 1996; or
 - iv) Part 2, Section 33 of the Housing Act (Scotland) 1988.
- 2) Cover for tenancies that do not fall under the Housing Acts for England, Wales and Scotland.
Pursuit of **Your** legal rights to repossess **Your residential Let Property** that **You** have let:
 - a) under a contractual tenancy agreement that was created after 1988 where **Your Let Property** is let for residential purposes and the annual rent is no greater than £100,000 and the provisions of the Housing Acts in England, Wales and Scotland do not apply to **Your** tenancy; or
 - b) in accordance with the Private Tenancies (Northern Ireland) Order 2006; or
 - c) to a limited company or business partnership for residential use by employees;provided that in respect of 2)a) above **You** will be seeking repossession in accordance with the forfeiture clause of the contractual tenancy agreement.

What is not Insured

- a) Any claim arising from a contract, lease or tenancy agreement between **You** and the third party (including trespass by **Your** ex-tenant).
- b) An **Excess** of £250 applies to A.2) except where **You** bring a claim against a person who is living at **Your Property** without **Your** permission. **We** will ask **You** to pay the **Excess** when **We** accept **Your** claim.

Let Property Owners Policy

What is Insured

C. Commercial lease disputes

Pursuit or defence of **Your** legal rights arising from a dispute with **Your** business tenant under the terms of a written lease agreement in relation to **Your Let Property** which is granted under the Landlord & Tenant Act 1954

Provided that where the dispute arises from or relates to renewal of **Your** lease agreement or the granting of a new business tenancy

- a) **You** have a reasonable prospect of successfully opposing **Your** tenant's right to renew the tenancy under Section 30(1) of the Landlord and Tenant Act; and
- b) **You** can demonstrate that **You** have served the correct legal notice to terminate on the tenant in the prescribed form before **Your** tenant has served **You** with a request for a new tenancy.

D. Recovery of rent arrears

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

E. Prosecution defence

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

F. Accommodation costs

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

What is not Insured

Any dispute that arises from a disagreement with **Your** tenant over revision, payment or non-payment of rent and or service charges.

SECTION 6 Part B - Holiday Home Owners Legal Expenses

What is Insured

A. Property damage, nuisance and trespass

- 1) An event which causes visible damage to **Your Holiday Home** and/or anything owned by **You** at **Your Holiday Home(s)**.
- 2) A public or private nuisance or a trespass relating to **Your Holiday Home(s)**.

B. Contract disputes and rent recovery

A dispute that arises from a written agreement which **You** have entered into to:

- 1) let out **Your Holiday Home(s)** (note - this includes cover to pursue recovery of rent owed to **You**),
- 2) buy or hire goods or services for the purposes of letting out **Your Holiday Home(s)**:

provided that in respect of claims under 1) above **You**

- a) have obtained a signed letting agreement for each stay which shall include a detailed inventory of the condition and contents of **Your Holiday Home**
- b) shall not allow occupation of **Your Holiday Home** until a dilapidations deposit has been paid in cash or payment has cleared in **Your** bank account.

C. Prosecution defence

A prosecution against **You** that arises from letting out **Your Holiday Home(s)**.

What is not Insured

Any claim arising from a contract or an agreement to let. An **Excess** of £250 applies to A.2) except where **You** bring a claim against a person who is living at **Your Holiday Home** without **Your** permission. **We** will ask **You** to pay the **Excess** when **We** accept **Your** claim.

- a) An agreement for a holiday lasting more than two months.
- b) Goods or services which exceed £5,000 in value.
- c) Loans and mortgages.
- d) An employment contract.
- e) A settlement due under an insurance policy.

SECTION 6 - Claims Settlement Provisions for Part A Let Property Owners' Legal Expenses and Part B Holiday Home Owners' Legal Expenses

For claims covered by **What is Insured** the **Insurer** will pay the **Insured's Legal Costs & Expenses** (including the cost of appeals) in the pursuit, defence or representation of a claim up to £100,000 for Part A or £50,000 for Part B (or lower amount as stated) for all claims related by time or originating cause, subject to all of the following requirements being met:

- i) **You** cooperate fully with **Us**
- ii) **Your** claim
 - a) always has **Reasonable Prospects of Success**
 - b) is reported to **Us**
 - during the Period of Insurance
 - as soon as **You** first become aware of circumstances which could give rise to a claim and where **You** are in dispute with a tenant of **Let Property** within 60 days of **You** first becoming aware of the matter in dispute
- iii) unless there is a conflict of interest, **You** always agree to use the **Appointed Advisor** chosen by **Us** in any claim
 - to be heard by **Small Claims Court** and/or
 - before proceedings need to be issued
- iv) any dispute will be dealt with by a court or through mediation approved by **Us** in Great Britain or Northern Ireland.

A claim is considered to be reported to **Us** when **We** have received **Your** fully completed claim form.

The **Insurer's** liability is several and they are liable for their proportion of liability in respect of this Section only and have no liability for any other insurer's proportion or in respect of any other Section of this policy.

Let Property Owners Policy

SECTION 6 - Conditions

Where the **Insurer's** risk is affected by **Your** failure to keep to conditions the **Insurer** can cancel this insurance, refuse a claim or withdraw from an on-going claim. The **Insurer** reserves the right to claim back **Legal Costs & Expenses** from **You** if this happens.

1. Your Responsibilities

You must:

- a) tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve a claim in **Your** favour
- b) cooperate fully with the **Appointed Advisor**, give the **Appointed Advisor** any instructions **We** require, keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **Legal Costs & Expenses** and, where recovered, pay them to the **Insurer**
- d) keep **Legal Costs & Expenses** as low as possible
- e) allow **Us** at any time to take over and conduct in **Your** name any claim.

2. Freedom to choose an Appointed Advisor

- a) In certain circumstances as set out in 2 b) below **You** can choose an **Appointed Advisor**. In all other cases **We** shall choose the **Appointed Advisor**.
- b) If:
 - i) **We** agree to start proceedings or proceedings are issued against **You** and the court requires any representative to be legally qualified or
 - ii) there is a conflict of interest

You may choose a suitably qualified **Appointed Advisor** except where **Your** claim is to be dealt with by the **Small Claims Court** where **We** shall choose the **Appointed Advisor**.

- c) Where **You** wish to exercise the right to choose, **You** must write to **Us** with **Your** preferred representative's contact details. Where **You** choose to use **Your** preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them which may be less than the rates available from other firms.)
- d) If **You** dismiss the **Appointed Advisor** without good reason, or **You** withdraw from the claim without **Our** written agreement or if the **Appointed Advisor** refuses with good reason to continue acting for **You**, cover will end immediately.

3. Our Consent

You must agree to **Us** having sight of the **Appointed Advisor's** file relating to **Your** claim. **You** are considered to have provided consent to **Us** or **Our** appointed agent to have sight of **Your** file for auditing and quality or cost control purposes.

4. Settlement

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

5. Barrister's Opinion

We may require **You** to obtain and pay for an opinion from a barrister regarding the merits or value of the claim. If the opinion supports **You** then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which shall be binding on **You** and **Us**. This does not affect **Your** right under Condition 6 below.

6. Arbitration

If there is a dispute between **You** and **Us** that is not resolved throughout **Our** internal complaints procedure, the matter will be referred to Financial Ombudsman Service to arbitrate over the complaint or where the Financial Ombudsman cannot review the complaint; a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If **We** and **You** fail to agree on a suitable person **We** will ask the President of the relevant Law Society to nominate.

7. Fraudulent Claims and Claims tainted by dishonesty

- a) If **You** make any claim which is fraudulent or false, this insurance shall become void and all benefit under it will be lost.
- b) At all times **You** shall be entirely truthful and open in any evidence, disclosure or statement **You** give and shall act with complete honesty and integrity at all times. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that **You** have breached this condition and that the breach has:
 - i) affected **Our** assessment of **Reasonable Prospects of Success**, and/or
 - ii) prejudiced in any part the outcome of **Your** claim

the **Insurer** shall have no liability for **Legal Costs & Expenses** under this policy irrespective of whether the breach has or is likely to have made a difference to the outcome of any part of **Your** claim.

7. Acts of Parliament & Jurisdiction

All legal instruments and rules referred to shall include equivalent legislation in Scotland and Northern Ireland and any subsequent amendment or replacement legislation. This Section will be governed by English Law.

8. Contracts (Rights of Third Parties) Act 1999

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

SECTION 6 - Exclusions

You are not covered for any claim arising from or relating to:

1. **Legal Costs & Expenses** incurred before **We** accept **Your** claim
2. any actual or alleged act, omission or dispute occurring prior to, or existing at the start of this cover which **You** knew or ought reasonably to have known could give rise to a claim
3. any disagreement with a tenant of **Your Let Property** during the first 90 days of the first **Period of Insurance** where the tenancy agreement started before the start of this cover if **You** were not insured for equivalent cover immediately prior to the start of this cover
4. an allegation or prosecution against **You** involving:
 - assault, violence or dishonesty;
 - malicious falsehood;
 - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
 - illegal immigration;
 - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
5. the other side's costs in criminal cases, fines, penalties or compensation awarded against **You**
6. registering, assessing or reviewing rent, rent control, leasehold valuation or land tribunals
7. **Let Property** which has been or which should have been registered as a House of Multiple Occupation
8. a judicial review
9. a dispute with **Us** or the **Insurer** not dealt with under Condition 6 Arbitration 6
10. any dispute between **You** and a managing agent.

SECTION 6 - Making a claim

If **You** need to make a claim **You** must notify **Us** as soon as possible. Where applicable **You** must have issued the necessary notices informing **Your** tenant of **Your** intention to repossess the property.

1. Under no circumstances should **You** instruct **Your** own lawyer as **We** will not pay their costs and it could invalidate **Your** cover.
2. **You** can download a claim form by visiting www.arag.co.uk/newclaims or **You** can request one by telephoning **Us** on 0117 917 1698 between 9am and 5pm Monday to Friday (except bank holidays).
3. **Your** completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself. **We** will send **You** a written acknowledgment by the end of the next working day after the claim is received.
4. Within five working days of receiving all the information needed to assess the availability of cover under the Policy, **We** will write to **You** either:
 - a) confirming cover under the terms of **Your** policy and advising **You** of the next steps to progress **Your** claim; or
 - b) if the claim is not covered, explaining in full the reason why and advising whether **We** can assist in another way.
5. Please note that matters cannot always be resolved quickly if the other side is slow to co-operate or a legal timetable is decided by the courts.

Let Property Owners Policy

SECTION 6 - Complaints

• Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department who will arrange to have it reviewed at the appropriate level. We can be reached in the following ways:

0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays, for our mutual protection and training purposes, calls may be recorded).

customerrelations@arag.co.uk

ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

• Step 2

If ARAG is not able to resolve the complaint to your satisfaction then you may refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. The FOS can normally deal with complaints from small businesses with an annual turnover of less than £2 million and fewer than ten employees.

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

If the complaint cannot be dealt with by the FOS, it can be referred for independent arbitration as explained in condition 6 on page 14 of the policy. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

On-line Legal Services and Helplines

Register today at:

www.araglegal.co.uk and enter your voucher codes to access our law guides and download legal documents such as tenancy agreements and legal notices. For landlords' documents use voucher code E82D3227AABE. For business documents use voucher code CCCFCF1FB3B8.

Helplines

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if our advisors consider that your helpline usage is becoming excessive they will tell you. If following that warning usage is not reduced to a more reasonable level, we can refuse to accept further calls.

Legal and tax advice 01872 270 155

If letting out your property leads to a legal or tax problem we strongly recommend that you initially take advantage of our confidential legal and tax advice helpline which is provided as part of this policy; the only cost to you is a national rate call. The legal advice helpline is open 24 hours a day, 7 days a week, and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers legal and tax matters within UK law. Your query will be dealt with by a suitably qualified specialist experienced in handling a range of legal and tax related matters.

You can get advice by telephoning 01872 270 155. Use of this service does not constitute reporting of a claim.

Counselling assistance 01872 270 154

If you need confidential help and advice, qualified counsellors are available to provide telephone support on any matter that is causing you upset.

Making A Claim Under Your Policy

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

by telephone 01872 277151

by email to claims@cornishmutual.co.uk.

For legal expenses claims (Section 6) please refer to 'Section 6 - Making A Claim' on page 15. When you need to make a legal expenses claim please call 01872 270159

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.

Let Property Owners Policy

General 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** 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:** **We** will not make any payment for any claim that results from an incident that is covered by any other insurance that **you** hold, in the event that any other policy that **you** hold with any other insurance company excludes payment under that policy where more than one insurance exists.

Where any other insurance policy that **you** hold provides an exclusion that each and every insurance company should pay their rateable proportion of any claim that is insured more than once, it is the intention of this clause that **we** will pay the appropriate rateable proportion.

6. Cancelling the policy

There is a 14 day cooling off period from the date you receive **Your** documents. If **You** decide to cancel the Policy during this time or at any stage during **Your** Policy year, **We** will only charge **You** for the time on cover unless a claim has been made in which case **We** will keep the full premium.

We may cancel your Policy by sending at least seven days' notice in writing by recorded delivery to **Your** last known address. **We** will only charge **You** for the time on cover unless a claim has been made in which case **We** will keep the full premium. Valid reasons for cancelling include but are not limited to:

- a) non payment of premium, or any instalment of the premium;
 - b) where **We** reasonably suspect fraud;
 - c) where **You** fail to co-operate with **Us** or give **Us** information or documentation that **We** reasonably request;
 - d) where **You** have not provided accurate and truthful responses to the questions **We** have asked when issuing, amending or renewing the Policy;
 - e) where **You** fail to comply with the Policy terms and conditions;
 - f) where a change in **Your** circumstances means **We** are unable to continue to provide cover.
7. **Failure to fairly present the risk:** It is **Your** duty to make a fair presentation of **Your** business to **Us**. If **You** fail to do this and the failure is deliberate or reckless **We** may
 - refuse all claims
 - cancel the Policy from the beginning and retain all premiums paid.If the failure is non-deliberate or non-reckless **We** may
 - cancel the Policy from the beginning but **We** will refund **Your** premium
 - apply different terms which may proportionately affect any claim payment.
 8. **Fraudulent Claims:** If **You** make any claim which is fraudulent or false no payment shall be made. **We** may, by giving notice to **You**, cancel the Policy with effect from the date of the fraudulent act.

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. **Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons:** This Policy does not cover the following
- (a) Damage to any property or any resulting loss, expense or consequential loss, or
 - (b) any legal liability
- directly or indirectly caused by or contributed to by
- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this sub-clause does not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - (v) any chemical, biological, bio-chemical or electromagnetic weapon.
- Part (b) of this exclusion does not apply to the Employers Liability section except in respect of liability of any principal and liability assumed by agreement.
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 any 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, ideological or similar purposes or reasons 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**.
8. **Electronic Risks**
- (a) This policy excludes all loss, damage, legal liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
 - (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this policy, subject to all its terms, conditions and exclusions will cover physical damage caused by such listed peril.
Listed Perils - Fire, Explosion.
 - (c) This Policy excludes all loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever and loss of use, reduction in functionality, cost, expense or legal liability of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Let Property Owners Policy

Our Complaints procedure

As a mutual organisation we exist solely for our Members. We make sure we treat our Members fairly and honestly and always seek to give you an excellent service at all times.

Giving our Members the best possible service is important to us and if there are occasions when we have not met these high standards, we want you to tell us.

Making a complaint to Cornish Mutual Assurance Company Ltd

Your feedback is valuable to us and can help to improve our service. If you have a complaint, please let us know by writing to our Insurance Director using the details below.

The Cornish Mutual Assurance Company Ltd.

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

E-mail: askus@cornishmutual.co.uk

However, your complaint does not have to be in writing. If you prefer to call us then please contact us by telephone on:

Tel: 01872 277151

Responding to your complaint

Once you have contacted us, we will acknowledge your complaint within five working days and let you know the details of who is handling your complaint.

Resolving your complaint

We strive to deal with all complaints fairly. Once we receive your complaint we will resolve it as quickly as possible, we aim to provide you with a formal response within 20 working days. If we don't resolve your complaint in this time we will write to you to let you know why and when we expect to send you our final response.

If we are unable to resolve your complaint within eight weeks from the date the complaint is received by us or agents acting on our behalf or if you are unhappy with the response we give, you can contact the Financial Ombudsman Service to let them know.

The Financial Ombudsman Service

They can be contacted at:

Exchange Tower, Harbour Exchange Square, London E14 9SR

Tel: 0800 023 4567 or 0300 123 9123

E-mail: complaint.info@financial-ombudsman.org.uk

You can text the Financial Ombudsman Service on 07860 027 586 and they will call you back, but please don't send any account numbers or bank details by text – the Financial Ombudsman Service will sort that out later.

Our response to your complaint will always include a leaflet explaining The Financial Ombudsman Service.

The Financial Services Compensation Scheme (FSCS)

This scheme was set up under the terms of the Financial Services and Markets Acts 2000. Its aim is to protect private and small business/charity customers should an insurer go out of business and be unable to meet its liabilities or pay claims. You may be entitled to compensation depending upon your income and the number of people you employ.

For further information on the scheme you can visit the website at:

www.fscs.org.uk

or write to:

Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street,
London EC3A 7QU

Tel: 0800 678 1100 or 0207 741 4100

E-mail: enquiries@fscs.org.uk

Data Protection - Information Uses

For the purposes of the General Data Protection Regulation, the Data Controller in relation to any personal data you supply is The Cornish Mutual Assurance Company Ltd.

Below you will find a summary of the key elements of our Privacy Policy describing how we use the personal data you supply to us. For a full copy of the Privacy Policy please visit our website at www.cornishmutual.co.uk/privacy-policy or you can contact us to request a copy.

What information we collect

We collect a variety of information about you including personal information such as your name, address, contact details, date of birth.

In order to assess the terms of the insurance contract or administer claims which arise, we may also collect sensitive personal information such as details regarding your health or criminal convictions.

We also collect information from a number of different sources for example publicly available sources such as social media, third party databases available to the insurance industry, loss adjusters or other suppliers appointed in the process of handling a claim.

Using your data for insurance administration purposes

Information you supply may be used for the purposes of insurance administration by Cornish Mutual, our reinsurers and associated service providers such as vehicle breakdown, home emergency, credit hire, vehicle repairers or legal advisors. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention.

In assessing any claims made, Cornish Mutual or its agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

Sharing your data

Your information may be passed on to other parties where this is necessary to help deal with your claim or allow you to benefit from additional services such as vehicle breakdown, home emergency, credit hire, vehicle repairs or legal advice.

We may also pass your information on to an independent market research company in order to gain useful feedback to improve our service. This will not be used to promote services of other companies or third parties.

Accessing your data

In the case of personal data, with limited exceptions, you have the right to access and if necessary rectify information held about you.

You may make a Data Subject Access Request. You can find full details of this process on our website.

In specific circumstances, you may make a request to have your personal data erased. There are reasons why a request may not be upheld, such as:

- You may want to make a future claim, so we need to be able to find your records.
- Insurance companies share data about policies and claims to prevent fraud.

If you would like to access or erase your personal data please contact us at Cornish Mutual on 01872 277151 or askus@cornishmutual.co.uk or by writing to CMA House, Newham Road, Truro TR1 2SU.

Fraud Prevention

Insurers pass information to the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register, run by the Motor Insurers' Bureau (MIB). The aim is to help us check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search these Registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we may pass information relating to it to the Registers.

Marketing

The Cornish Mutual Assurance Co. Ltd may use your information to keep you informed by post, telephone, email or other means about products and services which may be of interest to you.

We may also send your data to a market research company to enable independent research to improve our service to you. Your information may also be disclosed and used for these purposes after your policy has lapsed.

If you do not wish your information to be used for these purposes please contact us at Cornish Mutual, CMA House, Newham Road, Truro, TR1 2SU on 01872 277151 or email: askus@cornishmutual.co.uk.

Let Property Owners Policy

Privacy statement - ARAG

This is a summary of how ARAG collect, use, share and store personal information. To view ARAG's full privacy statement please see our website www.arag.co.uk

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address and date of birth and if appropriate medical information. We will hold and process any such information in accordance with all relevant data protection regulations and legislation. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement.

We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy have a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when we will not be able to delete personal data please refer to our full privacy statement.

LP Apr 2020



Head office

CMA House
Newham Road
Newham
Truro
Cornwall TR1 2SU

Tel: 01872 277151
Fax: 01872 223053

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



Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority
and the Prudential Regulation Authority