



LANDLORD'S INSURANCE POLICY BOOKLET



Dear Policyholder

Thank you for choosing Modus. This **Policy** booklet provides all the details **You** need to know about **Your** Landlord's insurance **Policy**. Insurance does not cover **Your Property** against everything that can happen so please read **Your Policy** carefully alongside **Your Schedule** to make sure **You** understand what it covers and the limits that apply.

How to make a claim

When **You** first become aware **You** may need to make a claim under Sections 1 to 4 of the **Policy** please telephone **0345 060 0014** with **Your Policy** number and crime reference number (if relevant).

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Summary of your cover limits

The following is a summary of the main **Policy** limits. **You** should read the rest of this **Policy** for the full terms and conditions.

Section 1 Buildings. <i>Cover only applies if a Sum Insured is shown on your schedule.</i>	Cover limit
Accidental damage to underground pipes and cables	Included
Alternative accommodation or loss of rent costs	25% of Building Sum Insured
Trace and access costs to source water leaks	£25,000
Loss of metered water, electricity, gas and oil following damage	£25,000
Removal of tenant debris following damage	£25,000
Replacement locks if keys are stolen	£2,500

Section 2 Contents. <i>Cover only applies if a Sum Insured is shown on your schedule.</i>	Cover limit
Alternative accommodation or loss of rent	25% of Contents Sum Insured
Replacement locks if keys are stolen	£2,500
Removal of tenant debris following damage	£25,000
Theft of Contents from a detached outbuilding	£2,500

Section 3 Rent Receivable. <i>Cover only applies if a Sum Insured is shown on your schedule.</i>	Cover limit
Annual ground rent	10% of Building Sum Insured
Accountant charges to verify a claim	£10,000
Automatic rent review	Included

Section 4 Property Owners Liability. <i>Cover only applies if an Indemnity Limit is shown on your schedule.</i>	Cover limit
Defective Premises Act 1972	Included
Health and Safety at Work etc. Act 1974	Included
Data Protection Act 2018	£1,000,000
Corporate Manslaughter and Corporate Homicide Act 2007	£1,000,000

Section 5 Identity Fraud and Personal Cyber	Cover limit
Advisors costs arising from Identity Fraud and Personal Cyber Support	£25,000

Section 6 Key Protection	Cover limit
Loss of Keys to the insured premises	£500

Section 7 cyberSOS	Cover limit
Emergency support in the event of a cyber-attack	Included

Important Information

Policy Wording Document

This **Policy** booklet is part of **Your** insurance contract, along with **Your Schedule** and Statement of Fact documents. Please read **Your Schedule** and any **Endorsements** attaching to it, Statement of Fact and this **Policy** booklet carefully to make sure **You** know exactly what **Your** insurance covers.

Your insurance relates only to those sections of **Your Policy** which are shown on **Your Schedule** with a sum insured or limit applying to that section.

You must comply with the terms of this **Policy**. Failure to comply with the terms of this **Policy** may result in **Your** claim being refused or reduced where that claim has been affected by **Your** failure to comply.

This **Policy** is provided by Modus Underwriting Limited trading as Modus, an Appointed Representative of Acrisure UK MGA Limited, acting as agent on behalf of ERGO UK Specialty Ltd on behalf of Great Lakes Insurance UK Limited.

Defined terms

Wherever words appear in bold with a capital letter in this **Policy** booklet they will have the meanings described in the definitions Section.

Understanding this policy

This **Policy** booklet must be read by **You** in its entirety as conditions, exclusions and other limitations apply.

The **Policy** is made up of different classes of insurance, which are set out in separate sections of this **Policy** with specific terms applying to each section separately in addition to general terms applying to all the sections. The cover **You** have selected under this **Policy** is shown in the **Schedule**.

You must ensure that the cover **You** have purchased under this **Policy** is adequate for **Your** needs. **We** have not given **You** a personal recommendation as to whether this **Policy** is suitable for **Your** needs.

If **You** think there is a mistake in or a change needs to be made to this **Policy**, then **You** must immediately notify **Your** insurance broker.

Choice of law and jurisdiction

Under European law, **You** and **We** may choose which law will apply to this contract. English law will apply unless both parties agree otherwise.

How to make a claim

When **You** first become aware **You** may need to make a claim under Sections 1 to 4 of the **Policy** please contact us with **Your Policy** number and crime reference number (if relevant).

ERGO Claims Team
MPL Claims Management Limited
The Octagon
Middleborough
Colchester
CO1 1TG

Telephone: **+44 (0) 345 060 0014**
E-mail: ergo@mplclaims.com

To make a claim under Section 6 Key Protection, please contact the claims handler on 01480 597417 as soon as possible and assistance will be arranged for you.

Please note - all stolen key(s) must be reported to the police and a crime reference number obtained.

Assistance Helpline Services

Cyber Support Helpline

To make a claim under Section 5 of **Your** policy, **You** can use the helpline service to discuss any cyber support problem occurring under the Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover, arising during the **Period of Insurance**.

Simply telephone **0333 234 2678** and quote "**Modus Insurance**".

Legal Helpline

You can use the helpline service which operates 24 hours a day, seven days a week to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, which arises during the **Period of Insurance**.

Simply telephone **0344 770 1044** and quote "**Modus Insurance**".

For **Our** joint protection telephone calls may be recorded and/or monitored.

Section 7 - cyberSOS Support Services

24/7 personal cyber emergency helpline. Please call 0333 414 8156

Personal cyber legal advice helpline. Please call 0333 414 8158

Personal cyber counselling service. Please call 0333 414 8162

What to do if you have a complaint

Our aim is to provide all **Our** customers with a first-class standard of service. However, there may be occasions when **You** feel this objective has not been achieved. If **You** have a complaint about **Your Policy** or the handling of a claim, the details below set out some of the key steps that **You** can take to address **Your** concerns.

Where do I start?

If **Your** complaint is about the way in which the **Policy** was sold to **You** or whether it meets **Your** requirements, **You** should contact the insurance broker who arranged the **Policy** for **You**.

If **Your** complaint is relation to I.D. Fraud cover, **You** should refer the matter to ARC legal Assistance Ltd. Their contact details are provided below.

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel: 01206 615000
Email: customerservice@arclegal.co.uk

If **Your** complaint is about a claim, **You** should refer the matter to the ERGO Claims Team at MPL Claims Management Ltd. Their contact details are provided below.

ERGO Claims Team
MPL Claims Management Ltd
The Octagon
Middleborough
Colchester
CO1 1TG
Telephone: 0345 060 0014
E-mail: ergo@mplclaims.com

If **Your** complaint is about anything else, **You** should refer it to ERGO UK Specialty, whose contact details are:

Complaints Manager
ERGO UK Specialty on behalf of Great Lakes Insurance UK Limited
Munich Re Group Offices
13th Floor 10 Fenchurch Avenue
London, EC3M 5BN
Telephone: 020 3003 7130
E-mail: complaints@ergo-specialty.co.uk

The Complaints Manager will investigate **your** complaint and will provide **you** with a written response within eight weeks of **your** initial complaint. This will either be a final response or a letter informing **you** that we need more time for our investigation.

Please quote **Your Policy** number in all correspondence so that **Your** concerns may be dealt with speedily.

If You remain unhappy

If **We** have not resolved **Your** complaint at the end of eight weeks, or if after receiving **Our** final response **You** remain dissatisfied, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (contact details below). **You** will have six months from the date of the final response to make this referral.

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service
Exchange Tower
London
E14 9GE

Telephone: 0800 0234 567

Further information is available from them and **You** may refer a complaint to them online at www.financial-ombudsman.org.uk

The Ombudsman will review complaints from eligible complainants. An eligible complainant is defined as:

1. a private individual; or
2. a business, which has a group annual turnover of less than £6.5m and fewer than 50 staff at the time the complainant refers the complaint to the respondent or an annual balance sheet total of less than £5m at the time the complainant refers the complaint to the respondent; or
3. a charity which has an annual income of less than £1m at the time the complainant refers the complaint to the respondent; or
4. a trustee of a trust which has a net asset value of less than £5m at the time the complainant refers the complaint to the respondent.

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above.

General Information

Details about our regulator

This **Policy** is arranged and administered by Modus Underwriting Limited on behalf of ERGO UK Specialty Ltd on behalf of Great Lakes Insurance UK Limited.

Authorisation and Regulation

Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority."

ERGO UK Specialty and Great Lakes Insurance UK Limited are part of the Munich Re Group, one of the leading reinsurers and risk carriers worldwide

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

Fortegra Europe Insurance Company SE UK Branch, a branch of Fortegra Europe Insurance Company SE (Financial Conduct Authority registration number 805770).

These details can be checked on the Financial Services Register by visiting: www.fca.org.uk.

Section 7 is provided by cyberSOS®, a trading style of Vivo Lifestyle Services Ltd, a company incorporated under the laws of England and Wales with Company Registration Number: 10729223

Financial Services Compensation Scheme

Great Lakes Insurance UK Limited is covered by the FSCS. This means that **You** may be entitled to compensation from the scheme in the unlikely event that Great Lakes Insurance UK Limited cannot meet its obligations. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further information about the FSCS is available from the FSCS at the address immediately below or on their website: www.fscs.org.uk.

Financial Services Compensation Scheme

Address: 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

Meeting your needs

We have not given **You** a personal recommendation as to whether this **Policy** is suitable for **Your** needs.

Information and changes we need to know about.

You must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, or renew **Your Policy**.

Please tell **Your** insurance broker immediately if there are any changes to the information set out in **Your** Statement of Fact or on **Your Schedule**. **You** must also tell **Us** about the following if they represent a change or a fact **You** have not already told **Us** about:

- the address of the **Premises**
- any change or addition to the **Buildings** or **Contents** of the **Premises** to be insured that results in the need to increase the amounts or the limits that are shown on **Your Schedule**
- if any work is being done to the **Premises**, other than routine maintenance or decoration
 - a. workmen are allowed on the **Premises** for the purpose of routine maintenance, decoration and minor alterations from time to time without prejudice to this insurance.
- if **You** are prosecuted for or convicted of any offence (excluding motoring offences)
- if the **Your Premises** is to be **Unoccupied** for any continuous period exceeding 30 days
- if the occupancy or **Resident** type changes
- if an eviction notice has been issued to evict tenants at the **Premises**

If **You** are in any doubt, please contact **Your** insurance broker.

When **We** are notified of a change, **We** will tell **Your** insurance broker if this affects **Your Policy**, for example whether **We** are able to accept the change and, if so, whether the change will result in revised terms and/or premium being applied to **Your Policy**.

If the information provided by **You** is not complete and accurate:

- **We** may cancel **Your Policy** and refuse to pay any claim
- **We** may not pay any claim in full
- **We** may revise the premium and/or change any **Excess**, or
- the extent of the cover **We** provide may be affected.

Note: the list above does not set out all changes **You** must tell **Us** about. If **You** are not sure whether a change may affect **Your** cover, please contact **Your** insurance broker immediately.

Data Protection

It is understood by **You** that any information that is provided to **Us** about **You** will be processed by **Us** for the purposes of providing insurance and handling any claims which may necessitate providing such information to third parties. **We** will ensure that **Your** data is protected at all times and handled in accordance with the provisions of the General Data Protection Regulation (GDPR).

In order to prevent and detect fraud **We** may at any time:

- share information about **You** with other organisations and public bodies including the police, or
- check and/or file **Your** details with fraud prevention agencies and databases and if **You** provide **Us** with false or inaccurate information and **We** suspect fraud **We** will record this. **We** and other organisations may also search these agencies and databases to:
 - help make decisions about the provision and administration of insurance, credit and credit related services for **You** and members of **Your** household
 - trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** insurance policies
 - check **Your** identity to prevent financial crime, unless **You** furnish **Us** with satisfactory proof of identity, or
 - undertake credit searches and additional fraud searches.

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

Our privacy policy can be reviewed at <http://www.modusunderwriting.com/privacy-cookie-policy.html>

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this insurance has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this insurance. This shall not affect any right or remedy of a third party which exists or is available apart from this Act.

Definitions

The following definitions apply to Sections 1 to 4 of this Policy:

1. Accidental Damage

Sudden and unintentional physical **Damage** that occurs unexpectedly.

2. Additional Expenditure

The additional expenditure that is necessarily and reasonably incurred with **Our** consent.

3. Bodily Injury

Bodily injury including death or disease.

4. Buildings

The structure of the **Premises** including fixtures and fittings, swimming pools, tennis courts, walls, gates, fences, patios, terraces, paths, drives, yards, car parks, car ports, roads, pavements, service tanks and central heating fuel storage tanks and associated underground pipes and cables belonging to **You** or for which **You** are responsible.

5. Business

Your activities as owner of the **Premises** as specified in **Your Schedule**.

6. Common Parts

The common parts as defined in **Your** freehold or leasehold agreement.

7. Computer System

The words Computer System shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned or operated by the Insured or any other party.

8. Condition Precedent

A condition which must be complied with before **We** are liable to pay for a claim.

9. Contents

- Fixtures and fittings, floor coverings, furniture, furnishings, utensils and domestic appliances belonging to **You** or for which **You** are responsible as owner of the **Premises**;
- **Contents** in the **Common Parts** of the **Premises** to which all **Residents** have access.

We will not pay for:

- a) jewellery, watches, furs, items or sets or collections of gold, silver or other precious metals
- b) curios, works of art, antiques, sculptures or rare books where the value of any one article exceeds £5,000 or
- c) stock and materials in trade

10. Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

11. Cyber Incident

The words **Cyber Incident** shall mean:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

12. Cyber Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

13. Damage

Accidental loss, destruction or damage.

14. Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

15. Data Processing Media

Any property insured by this **Policy** on which **Data** can be stored but not the **Data** itself.

16. Employee

Any person who is working for **You** in connection with the **Business** who is:

- a) borrowed by or hired by **You**
- b) under a contract of service or apprenticeship with **You**
- c) a labour master or supplied by a labour master
- d) employed by labour only sub-contractors
- e) self employed
- f) under a work experience or training scheme
- g) a voluntary helper while working under **Your** control in connection with the **Business**, or
- h) an outworker or homeworker when engaged in work on **Your** behalf.

17. Endorsement

A written change to the terms of **Your Policy** shown on **Your Schedule**.

18. Excess

The amount **You** must pay towards each and every claim as shown on **Your Schedule**.

19. Glass

All fixed glass external and internal glass (including shelves showcases and mirrors) forming part of the structure of the **Premises**.

20. Heave

Expansion or swelling of the land beneath the **Buildings** resulting in upward movement.

21. Indemnity Limit

The maximum amount shown on **Your Schedule** which **We** will pay in respect of any one event or a series of events attributable to one original cause. In respect of **Pollution or Contamination** the **Indemnity Limit** will apply to the total of all events happening in any one **Period of Insurance**.

22. Indemnity Period

The period beginning with the occurrence of the **Damage** and ending not later than the number of months stated on **Your Schedule** during which the **Rent Receivable** is affected as a direct result of the **Damage**.

23. Index Linking

Whenever a **Sum Insured** is declared to be subject to index linking it is adjusted at annual intervals in line with the suitable indices of costs.

24. Landslip

Downward movement of sloping ground.

25. Money

Current coin, bank and currency notes, cheques, money orders, postal orders, postage stamps (that are not part of a collection), savings stamps and savings certificates, share certificates, premium bonds, luncheon vouchers, traveller's cheques, travel tickets, phone cards, gift tokens and VAT invoices belonging to **You**.

26. Period of Insurance

The period shown on **Your Schedule** for which **Your Policy** covers **You** provided **You** pay the premium on time.

27. Policy

Your Policy including the Sections, the Statement of Fact and **Your Schedule**, all of which should be read together as one contract.

28. Pollution or Contamination

- a) Pollution or contamination by naturally occurring or man-made substances, forces, and organisms, including, but not limited to, (i) any actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material or device, whether or not related in any way to any act of **Terrorism**, and (ii) the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory and
- b) all loss, **Damage to Property** and **Bodily Injury** directly or indirectly caused by such pollution or contamination.

29. Premises

The address or addresses specified on **Your Schedule** belonging to **You** or for which **You** are legally responsible. Unless otherwise specified in **Your Statement of Fact** the **Premises** are:

- a) built of brick, stone or concrete, and
- b) roofed with slate, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients (with the exception of domestic garden sheds).

30. Property

Buildings applicable to Section 1 and/or **Contents** applicable to Section 2. **Your Schedule** will show which section(s) of cover are included.

31. Rent Receivable

The **Money** including ground rent and service charges paid or payable to **You** from the letting of the **Premises** specified in **Your Schedule**.

32. Resident

The owner, tenant or lessee of any **Buildings** including any family members who permanently resides with them.

33. Sanitary Fittings

Washbasins and pedestals, bathroom and kitchen sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

34. Schedule

Your schedule forms a part of **Your Policy** and contains details of the **Premises**, the **Sums Insured**, the **Period of Insurance** and the Sections of this insurance which apply.

35. Settlement

Downward movement of the land beneath the **Buildings** as a result of compaction due to the weight of the **Buildings**.

36. Storm

Strong winds of 41 knots/47 mph or more, usually accompanied by rain, hail or snow. Beaufort scale number 9.

37. Subsidence

Downward movement of the land beneath the **Buildings** that is not as a result of **Settlement**.

38. Sum Insured

The amount shown on **Your Schedule** as the maximum amount **We** will pay for claims resulting from one incident unless otherwise stated in this **Policy** booklet or **Your Schedule**.

39. Territorial Limits

The United Kingdom, the Channel Islands and the Isle of Man.

40. Terrorism

Any person or people whether acting alone or in connection with any organisation or government, using biological, chemical or nuclear force or contamination, whether or not committed for political, religious, ideological or similar purposes, including intending to influence any government or to put members of the public in fear.

41. Unoccupied

A **Premises** becomes **Unoccupied** if it:

- a) has not been lived in for more than 30 consecutive days, or
- b) is not furnished for full habitation.

42. We, Us, Our

The insurer whose identity is stated on **Your Schedule**.

43. You, Your

The person(s) named on **Your Schedule**.

General Exclusions

In addition to the general exclusions set out immediately below, exclusions specific to each section or parts of this policy also apply and these can be found within the relevant sections of this policy.

This Policy does not cover:

1. Radioactive contamination

This clause shall be paramount and shall override anything contained in the **Policy** inconsistent therewith: In no case shall this **Policy** cover loss Damage liability or expense directly or indirectly caused by caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. 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; or
- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

2. War and Civil War Exclusion

Notwithstanding anything to the contrary contained herein this **Policy** does not cover loss or **Damage** directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

3. Sonic Bangs Exclusion

The insurance under this **Policy** does not cover **Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4. Existing Damage

Any loss or **Damage** that happened before the start of the **Period of Insurance**.

5. Disease Exclusion

This **Policy** shall not cover any **Damage** or liability in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

Poisoning, disease or illness, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health

This exclusion does not apply if such loss or Damage arises out of one or more of the following perils;

- i) fire, lightning, explosion, impact of aircraft
- ii) vehicle impact, sonic boom
- iii) accidental escape of water from any tank, apparatus or pipe
- iv) riot, civil commotion, malicious damage
- v) storm, hail
- vi) flood inundation
- vii) earthquake
- viii) landslide, subsidence
- ix) pressure of snow, avalanche
- x) volcanic eruption

6. Pollution

This **Policy** shall not indemnify loss, **Damage** or expense directly or indirectly caused by or contributed by or arising from **Pollution**.

This exclusion does not apply if such loss or **Damage** arises as a direct and sole consequence of:

- i) fire, lightning, explosion, impact of aircraft
- ii) vehicle impact, sonic boom
- iii) accidental escape of water from any tank apparatus or pipe
- iv) riot, civil commotion, malicious damage
- v) storm, hail
- vi) flood, inundation
- vii) earthquake
- viii) landslide, subsidence
- ix) pressure of snow, avalanche
- x) volcanic eruption

7. Cyber and Data Exclusion

- 1) Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** excludes any:
 - a. **Cyber Loss**, unless subject to the provisions of paragraph 2;
 - b. loss, **Damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3;
- 2) Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, this **Policy** covers physical loss or physical damage to property insured under this **Policy** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
- 3) Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, should **Data Processing Media** owned or operated by the Insured suffer physical loss or physical damage insured by this **Policy**, then this **Policy** will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this **Policy** excludes any amount pertaining to the value of such **Data**, to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled.
- 4) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5) This exclusion supersedes and, if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on **Cyber Loss**, **Data** or **Data Processing Media**, replaces that wording.

8. Terrorism Exclusion

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, **Damage**, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Endorsement an act of **Terrorism** means an act, including but not limited to 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 including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This clause also excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

If **We** allege that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

9. **Deliberate loss or Damage**

Any loss or **Damage** caused, or allowed to be caused, deliberately, willfully, maliciously, illegally or unlawfully by **You** or any guest or tenant, or anyone lawfully in **Your Premises**.

10. **Uninsurable risks**

- a) any loss caused by or arising from a reduction in value
- b) The cost of repairing or replacing any item which has suffered mechanical or electrical faults or breakdowns or which has suffered natural and inevitable failure and stopped working without **Damage** being evident
- c) Any **Damage** by wear and tear or any other gradually operating cause
- d) **Damage** which has occurred as a result of natural and inevitable events, and
- e) Any reduction in the market value of **Your Premises** caused by rebuilding or repairing **Damage to Your Buildings**.

11. **Building Works Exclusion**

This **Policy** does not cover any loss, **Damage** or liability caused by or arising out of Building Works at the **Premises**.

For the purpose of this Exclusion, Building Works mean any works that include removal or alteration of load bearing walls, construction of new buildings and extensions, underpinning, demolition, re-roofing and installation of cavity wall insulation.

12. **Property more specifically insured**

- a) any loss or **Damage** to **Property** more specifically insured by **You** or on **Your** behalf
- b) any loss or **Damage** to **Property** which **You** are able to recover from another source.

13. The **Excess** stated on **Your Schedule**.

14. **Uninsured Property**

Any loss or **Damage** or legal liability arising from:

- a) Jewellery, watches, precious stones, precious metals, bullion or furs
- b) **Property** in transit
- c) Vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- d) **Property** or structures in the course of construction or erection and materials or supplies in connection with all such **Property** in course of construction or erection
- e) Land, piers, jetties, bridges, culverts or excavations, and
- f) Livestock, growing crops or trees.

15. **Damage to Property** caused by:

- a) Inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials, and
- b) Faulty or defective workmanship, operational error or omission, on the part of **You** or any of **Your Employees**, but this will not exclude subsequent **Damage** which results from a cause that is not otherwise excluded by **Your Policy**.

16. **Damage** caused by:

- a) Building alterations, renovations, extensions or repairs
- b) Corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, chewing, vermin or insects
- c) Tearing, scratching, chewing or fouling by any pet or domesticated animal
- d) The action of cleaning, dyeing, renovating, altering, re-styling, repairing or restoring an item
- e) Change in temperature, colour, flavour, texture or finish, action of light
- f) Acts of fraud or dishonesty

- g) Disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- h) Destruction of a building or structure, caused by its own collapse or cracking
- i) Electrical or magnetic injury, disturbance or erasure of electronic records
- j) Delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority, and
- k) Joint leakage, failure of welds, cracking, fracturing, collapse or overheating, of boilers, economisers, superheaters, pressure vessels, or any range of steam and feed piping in connection therewith.

17. Asbestos Exclusion

This **Policy** does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in the loss.

18. Micro-Organism Exclusion

This **Policy** does not cover any loss **Damage** claim cost expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is:

- a) any physical loss or **Damage** to insured **Property**
- b) any defined peril or cause whether or not contributing concurrently or in any sequence
- c) any loss of use occupancy or functionality
- d) any action required including but not limited to repair replacement removal cleanup abatement disposal relocation or steps taken to address medical or legal concerns or to comply with the advice or order of any competent public or governmental authority or body.

This Exclusion replaces and supersedes any provision in this Policy that provides insurance, in whole or in part, for these matters.

19. Northern Ireland Overriding Exclusion

Notwithstanding anything within the **Policy** or in any extensions thereof it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this **Policy** does not cover loss or destruction of or **Damage** to any property in Northern Ireland or loss resulting there from caused by or happening through or in consequence directly or indirectly of;

- a) civil commotion
- b) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any Unlawful Association in any action suit or other proceedings where **We** allege that by reason of the provisions of this exclusion any loss, destruction or **Damage** or consequential loss is not covered by this **Policy** the burden of proving that such loss is covered shall be upon **You**.

20. Nuclear Energy Risks Exclusion

This **Policy** shall exclude Nuclear Energy Risk whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy** Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of;

- a) Nuclear reactor and nuclear power stations or plant
- b) Any other premises or facilities whatsoever related to or concerned with;
 - i) the production of nuclear energy or
 - ii) the production or storage or handling of nuclear fuel or nuclear waste
- c) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

General Conditions

The following conditions apply to Your Policy.

In addition to the general conditions set out immediately below, conditions specific to each section also apply and these can be found within the relevant sections of this Policy.

You must comply with the terms of this Policy. Failure to comply with the terms of this Policy may affect Your right to recover a claim or claims under this Policy.

1. Policy terms and conditions

You must keep to the **Policy** terms, conditions and **Endorsements** contained in this **Policy** booklet and **Your Schedule**. If You do not do so You may invalidate **Your Policy** in whole or in part or reduce any claim payment made by **Us**.

2. Preventing loss

You must take all reasonable care to prevent loss, injury, liability, **Damage** or accidents and to maintain all **Property** covered under **Your Policy** in good condition.

3. Fraud

You must be honest and truthful in **Your** dealings with **Us** at all times. If You, any person insured under **Your Policy** or anyone acting on **Your** behalf attempts to deceive **Us** or knowingly makes a false claim, **We** have the right to cancel **Your Policy**, refuse to pay claims and retain any premium paid. **We** may recover from **You** any costs **We** have incurred, including the costs of investigating the claim. **We** will not pay a claim which is in any way fraudulent, false or exaggerated. **We** will also not deal with any claim following **Our** discovery of this behaviour regardless of when the claim occurred. In addition, **We** have the right to cancel any other products **You** hold with **Us** and share details of this behaviour with other organisations to prevent further fraud. **We** may also involve the relevant authorities who are empowered to bring criminal proceedings.

4. People involved in this contract

Unless otherwise provided for in **Your Policy**, nothing in this **Policy** is intended to confer a directly enforceable benefit on any other party under the Contracts (Rights of Third Parties) Act 1999.

5. Cancellation by Us

We have the right to cancel **Your Policy** at any time by giving **You** 14 days notice in writing where there is a valid reason for doing so. **We** will send **Our** cancellation letter to the latest address **We** have for **You**. Valid reasons may include but are not limited to:

- a) where **You** are required, in accordance with the terms of **Your Policy**, to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that substantially affects **Our** ability to process **Your** claim, or deal with **Your Policy**
- b) where there are changes to **Your** circumstances which mean **You** no longer meet **Our** criteria for providing insurance cover, or
- c) where **You** have used threatening or abusive behaviour or language or **You** have intimidated or bullied **Our** staff or suppliers.

If **We** cancel **Your Policy** **We** will return the premium paid less the amount for the period the **Policy** has been in force.

6. Cancellation by You

You may cancel **Your Policy** at any time by contacting **Your** insurance broker as shown on **Your Schedule**. If **You** cancel **Your Policy** before it is due to start, **We** will return any premium paid in full.

If **You** cancel within 14 days of **Your Policy** starting or within 14 days of **You** receiving **Your** documents (whichever is the later) **We** will return any premium paid in full. If **You** cancel after the 14 day period of **Your Policy** starting or more than 14 days of **You** receiving **Your** documents (whichever is the later) **We** will return any premium paid as shown in **Your Schedule** less a pro-rata amount for the period **Your Policy** has been in force, unless

- a) Where a claim has occurred in the current **Period of Insurance** no premium will be returned to you
- b) Where **Your Policy** is issued on a short-term basis, of less than one calendar year, no premium will be returned to you

At each renewal if **You** cancel before the new **Period of Insurance** is due to start, **We** will return any premium paid in full for the new Period of Insurance.

If the new **Period of Insurance** has started and **You** cancel within 14 days of **Your Policy** starting or within 14 days of receiving **Your** renewal documents (whichever is the later) **We** will return any renewal premium paid in full.

7. Interest Clause

The interests of third parties which **You** are required to include on **Your Policy** under the terms of any mortgage, **Property** lease, or hiring, leasing or hire purchase agreement are automatically noted subject to **You** advising **Us** as soon as possible.

8. Changes that may affect Your cover

You must tell **Us** as soon as possible if there are any changes that may affect the level and/or cover of **Your Policy**, including:

- a) the address of the **Premises**
- b) any change or addition to the **Buildings** or **Contents** of the **Premises** to be insured that results in the need to increase the amounts or the limits that are shown on **Your Schedule**
- c) if any work is being done to the **Premises**, other than routine maintenance or decoration
 - i. workmen are allowed on the **Premises** for the purpose of routine maintenance, decoration and minor alterations from time to time without prejudice to this insurance.
- d) if **You** are prosecuted for or convicted of any offence (excluding motoring offences)
- e) if the **Your Premises** is to be **Unoccupied** for any continuous period exceeding 30 days
- f) if the occupancy or **Resident** type changes
- g) if an eviction notice has been issued to evict tenants at the **Premises**

We may then reassess **Your** cover and/or premium. Failure to provide correct information or inform **Us** of any changes could adversely affect **Your Policy**, including invalidating **Your Policy** or claims being rejected or not fully paid.

Note: the list above does not set out all changes **You** must tell **Us** about. If **You** are not sure whether a change may affect **Your** cover, please contact **Your** insurance broker immediately.

Claims Conditions

The following conditions apply to Your Policy.

In addition to the General conditions section of this Policy, conditions specific to Claims are set out immediately below. Conditions specific to each section also apply and these can be found within the relevant sections of this Policy.

You must comply with the terms of this Policy. Failure to comply with the terms of this Policy may affect Your right to recover a claim or claims under this Policy.

When You first become aware You may need to make a claim under Sections 1 to 4 of the Policy please telephone 0345 060 0014 with Your Policy number and crime reference number (if relevant).

1. Claims - Action required by You

You shall in the event of any Injury, **Damage** or loss of rent as a result of which a claim is or may be made under this **Policy** or any Section of it, and again upon receipt by **You** in writing of any notice of any claims or legal proceeding:

- a) Notify **Us** within 30 days (or 7 days in the case of Injury, **Damage** or loss of rent, by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft) or such further time as **We** may allow;
- b) Notify **Us** immediately upon being advised of any prosecution, inquest or enquiry connected with any Injury, **Damage** or loss of rent which may form the subject of a claim under this **Policy**;
- c) Notify the Police as soon as it becomes evident that any **Damage** has been caused by theft or malicious persons;
- d) Pass immediately, and unacknowledged, any letter of claim to **Us**;
- e) Carry out and permit to be taken any action which may be reasonably practicable to prevent further Injury, **Damage** or loss of rent;
- f) Retain unaltered and un-repaired anything in any way connected with the Injury, **Damage** or loss of rent for as long as **We** may reasonably require;
- g) Furnish with all reasonable despatch at **Your** expense;
 1. Such further particulars and information as **We** may reasonably require;
 2. If required, a statutory declaration of the truth of the claim;
 3. Details of any other insurance covering the subject matter of the claim under this **Policy** and any matters connected with it;
- h) Make available at **Your** expense any documents required by **Us** with regard to any letter of claim;
- i) Not pay or offer or agree to pay any money or make any admission of liability without **Our** previous consent;
- j) Allow **Us** in **Your** name and on **Your** behalf to take over and, during such periods as **We** think proper, to have control of all negotiations and proceedings which may arise in respect of any claims and the settlement thereof and co-operate fully with **Us** for that purpose.

No claim under this **Policy** shall be payable and any payment on account of a claim already made shall be repaid to **Us**, if the terms of this **Policy** Condition are not complied with.

2. Claims – Our Rights

In respect of Injury, **Damage** or loss of rent for which a claim is made, **We** and any person authorised by **Us** may without incurring any liability or diminishing any of **Your** rights in respect of the cover under this **Policy**, enter **Premises** where such Injury, **Damage** or loss of rent has occurred, and take possession of or require to be delivered to **Us** any **Property**, and to deal with such **Property** for all reasonable purpose and in any reasonable manner.

No **Property** may be abandoned to **Us**, whether taken possession of by **Us** or not.

3. Other insurances

We will not pay any claim which **You** are able to recover from another source or which is more specifically insured under any other insurance policy unless the cover provided by that policy has been exhausted.

4. Fraud

If **You** or anyone acting for **You**:

- a) knowingly makes a fraudulent or exaggerated claim under **Your Policy**; and/or
- b) knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); and/or
- c) knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine);

We will:

- i. have no liability to pay the fraudulent claim; and/or
- ii. be entitled to recover any payments which have been made in respect of the fraud; and/or
- iii. be entitled to treat the **Policy** as cancelled with effect from the time of the fraudulent act (not the discovery of it) and retain the insurance premium; and/or
- iv. be entitled to refuse all claims arising after the date of the fraud.

We may also inform the police of the circumstances.

5. Arbitration

If any differences arise as to the amount to be paid under **Your Policy** (liability being otherwise admitted) such difference will be referred to an arbitrator in England who will decide the matter in dispute according to English law and will be appointed by the parties in accordance with the relevant English statutory provisions for the time being in force. Where any difference is to be referred to arbitration under this Condition the making of an Award will be a **Condition Precedent** of any right of action against **Us**.

6. Excesses

If **We** accept a claim under more than one Section of **Your Policy** as a result of the occurrence of a single event then only one **Excess** will apply in respect of that claim and this shall be the highest.

We will not pay for any claim unless the terms of these Conditions have been complied with.

Section 1 - Buildings

This section only applies if a **Sum Insured for Buildings** is shown on **Your Schedule**:

Cover

The maximum amount **We** will pay in respect of any one claim is the **Sum Insured** shown on **Your Schedule** unless otherwise specified.

We will pay for **Damage** to any **Buildings** at the **Premises** occurring during the **Period of Insurance** and caused by:

1. fire or lightning
2. explosion
3. aircraft or other aerial devices, or articles dropped from them
4. earthquake
5. riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation
6. malicious persons or vandals

We will not pay for Damage:

- a) to **Property** in the open unless otherwise agreed by **Us**
- b) to **Property** in any structure that cannot be locked, or
- c) that is caused by **Your Employees, Residents** or any other persons lawfully at **Your Premises**, unless specified by **Endorsement** on **Your Schedule**.

7. theft or attempted theft

We will not pay for Damage:

caused by **Your Employees, Residents** or any other persons lawfully in **Your Premises**, unless specified by **Endorsement** on **Your Schedule**.

8. storm or flood

We will not pay for Damage:

- a) that is caused by escape of water from any tank, apparatus or pipe
- b) that is caused by frost, **Subsidence**, ground **Heave** or **Landslip**
- c) that is attributable solely to change in the water table level, or
- d) to walls (not forming part of the main dwelling), fences, gates or moveable **Property** in the open or to open sided structures.

9. escape of water from any tank, apparatus or pipe or escape of oil from any oil-fired heating installation

We will not pay for Damage:

- a) that is caused by water discharged or leaking, from any automatic sprinkler installations, or
- b) from any portable oil-fired heating installation.
- c) that is caused by the failure, wear and tear or lack of grouting or sealant
- d) resulting in subsidence, heave or landslip

10. impact by:

- a) falling trees or branches
- b) the collapse or breakage of television or radio receiving aerials or satellite dishes, or
- c) any vehicles or animals.

We will not pay for Damage:

- a) caused by lopping, pruning or felling, or
- b) to fences or gates.

11. **Subsidence** or ground **Heave** of any part of the site on which the **Premises** stand and **Landslip** **We will not pay for Damage:**

- a) to yards, car parks, roads, pavements, swimming pools, walls, gates and fences, unless **Damage** is also affecting the main dwelling and **We** have accepted this as a valid claim
- b) caused by:
 - i. the normal bedding down or **Settlement** of new structures
 - ii. the **Settlement** or movement of made-up ground
 - iii. coastal or river erosion
 - iv. defective, design or workmanship or the use of defective materials, or
 - v. fire, subterranean fire, explosion, earthquake.
- c) which commenced prior to the Effective Date (as stated on **Your Schedule**)
- d) resulting from demolition, construction, structural alteration or repair of any **Property**, or
- e) resulting from groundworks or excavation at the same **Premises**.

12. accidental breakage of **Glass** and **Sanitary Fittings**, including built in ceramic hobs and ovens **We will not pay for:**

- a) any breakage resulting from corrosion, wear and tear and depreciation
- b) any scratching
- c) any breakage in transit or while being fitted, or
- d) any breakage caused by workmen carrying out alterations or repairs to the **Premises**
- e) swimming pools, hot tubs and saunas.

13. any other **Accidental Damage** **We will not pay for Damage:**

- a) to swimming pools, ornamental ponds and fountains, tennis courts, other hard courts, walls, gates, fences, patios, terraces, paths, drives, yards, car parks, car ports, roads, pavements, service tanks and central heating fuel storage tanks, or
- b) which is specifically excluded by **Your Policy** under any Section.

Extensions**1. Underground services**

- We** will pay for **Accidental Damage** for which **You** are responsible to underground pipes, cables, drains (and their relevant inspection covers), supplying services to and carrying waste from the **Premises** to the point of junction with the public supply lines, mains and sewers.

2. European Union and public authorities

- We** will pay the additional and necessary cost of the reinstatement of any **Damage** to the **Property** incurred solely to comply with European Union legislation, regulations under Acts of Parliament or local authority by-laws, provided that:
 - a) **You** received notice to comply after the **Damage** occurred
 - b) the reinstatement is completed within 12 months of the date of the **Damage** occurring or within any further time as **We** may allow, or
 - c) the total amount payable under this Extension will not exceed:
 - i) the **Sum Insured** stated on **Your Schedule**, or
 - ii) for the portions of the **Property** that are not subject to **Damage**, 15% of the total amount for which **We** would have been liable had the **Property** been wholly destroyed in total for all claims or series of claims, arising out of any one original cause.

3. Fees and clearance costs

- We** will pay:
 - a) reasonable costs incurred with our consent for chartered architects, surveyors or any other suitably qualified consultant and any associated legal fees which are necessary for **Us** to rebuild **Your Premises**, or
 - b) the reasonable costs of clearing the site and making it and the **Buildings** safe after **Damage** covered under this Section, including clearing and repairing drains, gutters and sewers.

 We will not pay:

- a) if **You** have been told about the requirement before the **Damage** happened, or
- b) for fees for preparing any claim under **Your Policy**.

4. Capital additions

We will pay for Damage to:

- a) any newly acquired and/or newly erected **Buildings** or **Buildings** in course of erection, or
- b) alterations, additions and improvements to **Buildings** anywhere within the **Territorial Limits** following **Damage** insured by this Section.

provided that **You** provide **Us** with full details of the extension as soon as possible and **You** pay any additional premium required by **Us**.

The maximum amount **We** will pay is 20% of the **Buildings Sum Insured** or £2,000,000, whichever is the lesser, at any one location.

We will not pay for:

- a) any **Property** for which a building contractor is responsible
- b) any appreciation in value to the **Buildings**.

5. Removal of debris

We will pay costs and expenses necessarily incurred by You for:

- a) removing debris from the site of the **Premises** and the area immediately adjacent
- b) dismantling and/or demolishing, or
- c) shoring up or propping of the portion or portions of the **Property**

following **Damage** insured by this Section.

We will not pay for:

any costs or expenses arising from **Pollution or Contamination of Property** not insured by this Section.

6. Damage by emergency services

We will pay the cost of restoring any Damage caused to gardens by the emergency services in attending the Premises following Damage insured under this Section.

The maximum amount **We** will pay is £25,000 for any one claim.

7. Cover between exchange and completion when selling the Premises

If **You** are selling the **Premises**, the buyer will be covered under Section 1 up to and including the date the sale completes.

We will not pay for:

- a) if the **Premises** is insured under any other policy
- b) **Damage** after the sale has been completed, or
- c) more than the **Sum Insured** shown on **Your Schedule**.

8. Trace and access

In the event of **Damage** insured by this Section **We** will pay costs and expenses necessarily and reasonably incurred in locating the source of the **Damage** to effect repairs and the costs of making good.

The maximum amount **We** will pay is £25,000 for any one claim.

9. Metered water, electricity, gas and heating oil

We will pay the cost of metered water, electricity, gas and heating oil providing service to the Premises being accidentally discharged following Damage insured under this Section.

The maximum amount **We** will pay is £25,000 in any one **Period of Insurance**.

Any claim for loss of metered water, electricity, gas and heating oil may be made under Section 1 or Section 2 of **Your Policy**, if in force, but not under both.

10. Unauthorised use of electricity gas or water

We will pay the cost of metered electricity, gas or water for which You are legally responsible arising from its unauthorised use by persons taking possession or occupying Your Premises without Your consent, provided that You take all practical steps to terminate such unauthorised use immediately You become aware of it.

The maximum amount **We** will pay is £10,000 in any one **Period of Insurance**.

11. Alternative accommodation or loss of rent costs

- We** will pay the costs reasonably and necessarily incurred with **Our** consent in respect of comparable alternative accommodation or loss of rent costs whilst the **Premises** cannot be lived in following **Damage** insured by this Section.

The maximum amount **We** will pay is 25% of the **Building Sum Insured** for any one claim arising from any one single event.

We will not pay for:

- a) **Damage** that continues for more than 12 months after the occurrence of the **Damage** or when the **Premises** is suitable to be lived in, whichever is the earliest.
- b) Alternative accommodation or loss of rent costs under more than one section of **Your Policy**

12. Fly tipping

- We** will pay the costs reasonably and necessarily incurred with **Our** consent in respect of the clearing and removing any **Property** illegally deposited in or around the **Premises**.

The maximum amount **We** will pay is £5,000 for any one claim.

13. Removal of nests

- We** will pay the costs reasonably and necessarily incurred with **Our** consent in respect of removing bees, wasps and hornets nests from the **Premises**.

The maximum amount **We** will pay is £1,000 for any one claim.

14. Removal of tenants' debris

- We** will pay the costs necessarily and reasonably incurred by **You** with **Our** consent, following **Damage** insured by this Section in respect of the removal of tenants' debris.

Any claim made under removal of tenants' debris may be made under Section 1 or Section 2 of **Your Policy**, if in force, but not under both.

The maximum amount **We** will pay is £25,000 for any one claim.

We will not pay for

- a) any costs or expenses incurred in removing debris except from the site of such **Property** sustaining **Damage** and the area immediately adjacent to such site
- b) any costs or expenses arising from Pollution or Contamination of **Property** not insured by this Section, or
- c) costs recoverable by **You**.

15. Replacement locks

- We** will pay the cost of replacement locks and keys on doors, windows, safes and strong rooms at the **Premises** following theft of keys for which **You** are responsible.

Any claim made under replacement locks may be made under Section 1 or Section 2 of **Your Policy**, if in force, but not under both.

The maximum amount **We** will pay is £2,500 for any one **Period of Insurance**.

16. Illegal Activities at the Premises

- We** will pay the costs incurred by **You** as a result of loss or damage to the **Buildings** for the purpose of cultivating drugs caused by **Your** tenant.

The maximum amount **We** will pay is £5,000 for any one claim.

Conditions

The following Conditions apply to this Section.

1. Index linking

The **Sum Insured** for **Buildings** is subject to **Index Linking**.

2. Limit of indemnity

The maximum amount payable in respect of any item insured under this Section is the **Sum Insured** stated on **Your Schedule** including **Index Linking**.

3. Basis of claims settlement

Unless otherwise stated on **Your Schedule**, in the event of **Damage** the basis upon which **We** will calculate the amount **We** will pay for any claim under this Section will be on a reinstatement basis for **Property** subject to the following conditions:

- a) if **Property** is lost or destroyed, **We** will pay to rebuild or replace it with similar **Property** in a condition as good as, but not better than or more extensive than, its condition when new
- b) if **Property** is **Damaged**, **We** will pay to replace or repair the **Damaged** portion to a condition as good as, but not better or more extensive than, its condition when new
- c) the **Property** may be replaced at another site and in a manner suitable to **Your** needs, provided this does not increase **Our** liability for that claim
- d) all work must begin and be carried out as soon as possible, or
- e) if, at the time of rebuilding or replacement, 85% of what it would have cost to replace the whole of the **Property** under that item is greater than the **Sum Insured** at the time the **Damage** occurred, **You** will be liable to bear a proportionate share of the loss.

 **We will not pay:**

- a) for more than **We** would have done if the **Property** had been completely destroyed
- b) until **You** have incurred the cost of replacing or repairing the **Property**
- c) if **You**, or someone acting on **Your** behalf, have insured the **Property** under another policy which does not have a similar basis of reinstatement, or
- d) if **You** do not comply with any of the terms of this condition.

4. Automatic reinstatement of Sum Insured

Unless there is written notice by **Us** to the contrary in the event of **Damage** under this Section **We** will automatically reinstate the **Sum Insured** provided that **You** undertake to pay the appropriate additional premium if required by **Us**.

5. Unoccupancy Condition

The following condition applies to **Your Policy**:

We will not pay for any **Damage** at the **Premises** that have been **Unoccupied** for more than 30 days in a row unless;

- a) the **Buildings** are inspected internally and externally at least once every 7 days by a responsible adult and a record of these inspections is kept
- b) for the period November to March inclusive either;
 - i) the water supply is turned off at the mains and all water tanks, pipes and apparatus are fully drained
or
 - ii) thermostatically controlled fixed heating system is used to maintain a continuous minimum temperature of 58 degrees F (15 degrees C) at all times.

Section 2 – Contents

This section only applies if a Sum Insured for Contents is shown on Your Schedule:

Cover

We will pay for **Damage** to the **Contents** insured at the **Premises** occurring during the **Period of Insurance** and caused by:

1. fire or lightning
2. explosion
3. aircraft or other aerial devices, or articles dropped from them
4. earthquake
5. riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation
6. malicious persons or vandals

We will not pay for **Damage**:

- a) to **Property** in the open unless otherwise agreed by **Us**
- b) to **Property** in any structure that cannot be locked, or
- c) that is caused by **Your Employees, Residents** or any other persons lawfully at **Your Premises**, unless specified by **Endorsement** on **Your Schedule**.

7. theft or attempted theft

We will not pay for **Damage**:

- a) to moveable **Property** in the open except garden furniture up to a maximum of £500 for any one claim
- b) exceeding £2,500 for **Property** in any outbuilding detached from the main **Building** or garage at the **Premises**, or
- c) caused by **Your Employees, Residents** or any other persons lawfully in **Your Premises**, unless specified by **Endorsement** on **Your Schedule**.

8. storm or flood

We will not pay for **Damage**:

- a) that is caused by escape of water from any tank, apparatus or pipe
- b) that is caused by frost, **Subsidence**, ground **Heave** or **Landslip**
- c) that is attributable solely to a change in the water table level, or
- d) to walls (not forming part of the main dwelling), fences, gates or moveable **Property** in the open or in open sided structures.

9. escape of water from any tank, apparatus or pipe or escape of oil from any oil-fired heating installation

We will not pay for **Damage**

- a) that is caused by water discharged or leaking, from any automatic sprinkler installations, or
- b) from any portable oil-fired heating installation.
- c) that is caused by the failure, wear and tear or lack of grouting or sealant
- d) resulting in subsidence, heave or landslip

10. impact by:

- a) falling trees or branches
- b) collapse or breakage of television or radio receiving aerials or satellite dishes, or
- c) any vehicles or animals.

We will not pay for **Damage**:

- a) caused by lopping, pruning or felling

11. **Subsidence** or ground **Heave** of any part of the site on which the **Premises** stand and **Landslip**

We will not pay for Damage:

- a) to yards, car parks, roads, pavements, swimming pools, walls, gates and fences, unless also affecting the main dwelling
- b) caused by or consisting of:
 - i. the normal bedding down or **Settlement** of new structures
 - ii. the **Settlement** or movement of made-up ground
 - iii. coastal or river erosion
 - iv. defective, design or workmanship or the use of defective materials, or
 - v. fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe.
- c) which commenced prior to the Effective Date (as stated on **Your Schedule**)
- d) resulting from demolition, construction, structural alteration or repair of any **Property**, or
- e) resulting from groundworks or excavation, at the same **Premises**.

12. any other **Accidental Damage**

We will not pay for:

- a) **Damage** to ornamental ponds and fountains, or
- b) **Damage** which is specifically excluded by **Your Policy** under any Section.

Extensions

The insurance provided by this Section is extended to include the following:

1. **Temporary removal**

- We** will pay for **Damage** to **Contents** whilst temporarily removed from or in transit to or from the **Premises** for cleaning renovation repair or similar purposes but remaining in the **Territorial Limits** and the Republic of Ireland.

The maximum amount **We** will pay is £25,000.

We will not pay for:

- Property** more specifically insured.

2. **Replacement locks**

- We** will pay the cost of replacement locks and keys on doors, windows, safes and strong rooms at the **Premises** following theft of keys for which **You** are responsible.

Any claim made under replacement locks may be made under Section 1 or Section 2 of **Your Policy**, if in force, but not under both.

The maximum amount **We** will pay is £2,500 for any one **Period of Insurance**.

3. **Removal of debris of tenants' contents**

- We** will pay the costs necessarily and reasonably incurred by **You** with **Our** consent following **Damage** insured by this Section in respect of the removal of tenants' contents from the **Premises**.

Any claim for removal of tenants' debris may be made under Section 1 or Section 2 of **Your Policy**, if in force, but not under both.

The maximum amount **We** will pay is £25,000 any one claim.

We will not pay for:

- a) any costs or expenses incurred in removing debris except from the site of such **Property** sustaining **Damage** and the area immediately adjacent to such site
- b) any costs or expenses arising from Pollution or Contamination of **Property** not insured by this Section, or
- c) costs recoverable by **You**.

4. **Loss of metered water, electricity, gas and heating oil**

- We** will pay the cost of metered water, electricity, gas and heating oil providing service to the **Premises**, being accidentally discharged following **Damage** insured under this Section.

The maximum amount **We** will pay is £25,000 in any one **Period of Insurance**.

Any claim for loss of metered water, electricity, gas and heating oil may be made under Section 1 or Section 2 of **Your Policy**, if in force, but not under both.

5. Alternative accommodation or loss of rent costs

☑ **We** will pay for costs reasonably and necessarily incurred with **Our** consent in respect of comparable alternative accommodation or loss of rent costs whilst the **Premises** cannot be lived in following **Damage** insured by this Section.

The maximum amount **We** will pay is 25% of the **Contents Sum Insured** for any one claim arising from any one single event.

☒ **We will not pay for:**

- a) **Damage** that continues for more than 12 months after the occurrence of the **Damage** or when the **Premises** is suitable to be lived in, whichever is the earliest.
- b) Alternative accommodation or loss of rent costs under more than one section of **Your Policy**

Conditions

The following Conditions apply to this Section.

1. Index Linking

The **Sum Insured** for **Contents** is subject to **Index Linking**.

2. Limit of indemnity

The maximum amount payable in respect of any item insured under this Section is the **Sum Insured** stated on **Your Schedule** including **Index Linking**.

3. Basis of claims settlement

Unless otherwise stated on **Your Schedule**, in the event of **Damage** the basis upon which **We** will calculate the amount **We** will pay for any claim under this Section will be on a reinstatement basis for **Property** being lost, destroyed or damaged, subject to the following conditions:

- a) if **Property** is lost or destroyed, **We** will pay to rebuild, repair or replace it with similar **Property** in a condition as good as, but not better than or more extensive than, its condition when new
- b) if **Property** is damaged, **We** will pay to replace or repair the damaged portion to a condition as good as, but not better or more extensive than, its condition when new
- c) the **Property** may be replaced at another site and in a manner suitable to **Your** needs, provided this does not increase **Our** liability for that claim
- d) all work must begin and be carried out as soon as possible, or
- e) if, at the time of replacement, 85% of what it would have cost to replace the whole of the **Property** under that item is greater than the **Sum Insured** at the time the **Damage** occurred, **You** will be liable to bear a proportionate share of the loss.

☒ **We will not pay:**

- a) for more than **We** would have done if the **Property** had been completely destroyed
- b) until **You** have incurred the cost of replacing or repairing the **Property**
- c) if **You**, or someone acting on **Your** behalf have insured the **Property** under another policy which does not have a similar basis of reinstatement, or
- d) if **You** do not comply with any of the terms of this condition.

4. Automatic reinstatement of Sum Insured

We will in the event of **Damage** under this Section automatically reinstate the **Sum Insured** unless there is written notice by **Us** to the contrary provided that:

- a) **You** undertake to pay the appropriate additional premium if required by **Us**, and
- b) **You** will take immediate steps to carry out any alterations to the protections of the **Premises** which **We** may require.

5. Unoccupancy Condition

The following condition applies to **Your Policy**:

We will not pay for any **Damage** at the **Premises** that have been **Unoccupied** for more than 30 days in a row unless;

- a) the **Buildings** are inspected internally and externally at least once every 7 days by a responsible adult and a record of these inspections is kept
- b) for the period November to March inclusive either;
 - i) the water supply is turned off at the mains and all water tanks, pipes and apparatus are fully drained
or
 - ii) thermostatically controlled fixed heating system is used to maintain a continuous minimum temperature of 58 degrees F (15 degrees C) at all times.

Section 3 – Rent Receivable

This section only applies if a **Sum Insured for Rent Receivable** is shown on **Your Schedule**.

Cover

We will pay for **Your** loss of **Rent Receivable** if **Your Buildings**:

- a) is not suitable for habitation and cannot be lived in, or
- b) access to them is denied as a direct result of **Damage** insured under Section 1 – Buildings.

The amount **We** will pay is:

- a) the amount by which the **Rent Receivable** during the **Indemnity Period**, falls short of the **Rent Receivable** which would have been received during the **Indemnity Period** had no **Damage** occurred, or
- b) the cost of reasonable comparable alternative accommodation incurred by any **Resident** and if necessary, the cost of reasonable accommodation incurred for kennels and/or catteries for pets belonging to any **Resident** where pets are not permitted in any alternative accommodation whilst the **Buildings** cannot be lived in.

The maximum amount **We** will pay in respect of any one claim is up to 25% of **Sum Insured** shown on **Your Schedule**.

Extensions

Any loss in respect of **Rent Receivable** as insured by this Section is extended to include interruption of the **Business** as a result of:

1. Ground rent

We will pay up to 2 years ground rent if the **Premises** cannot be lived in temporarily but only during the period necessary for the reinstatement.

The maximum amount **We** will pay is 10% of the **Buildings Sum Insured** for any one claim arising from any one single event.

2. Professional accountant charges

We will pay for **Your** reasonable and necessary professional accountant fees for producing information **We** require to investigate or verify **Your** claim.

The maximum amount **We** will pay is £10,000 any one claim.

3. Automatic rent review

Where the **Rent Receivable** is subject to a rent review during the **Period of Insurance** the **Sum Insured** will be automatically increased to reflect the revised **Rent Receivable** earned up to a maximum increase of 100% of the **Sum Insured** on **Rent Receivable** shown on **Your Schedule**.

Conditions

1. Automatic reinstatement of Sum Insured

Unless there is written notice by **Us** to the contrary in the event of **Damage** under this Section, **We** will automatically reinstate the **Sum Insured** provided that **You** undertake to pay any additional premium if required by **Us**.

Section 4 – Property Owners Liability

This section only applies if an Indemnity Limit for Property Owners Liability is shown on Your Schedule.

Cover

- We** will indemnify **You** against all sums which they become legally liable to pay for compensation and claimants' costs and expenses in respect of:
- accidental **Bodily Injury**
 - Accidental Damage** to **Property** not belonging to **You** or in **Your** charge or under **Your** control or that of any **Employee**
 - accidental obstruction, trespass, nuisance or interference with any easement of air, light, water or way, or
 - wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy;

occurring in connection with the **Business** during the **Period of Insurance** and within the **Territorial Limits**.

Provided that:

- You** are not entitled to indemnity under any other policy covering such liability
- each person observes, fulfils and is subject to the terms of **Your Policy** as if they were **You**
- We** retain sole conduct and control of any claim, or
- where **We** are required to indemnify more than one party **Our** total liability will not exceed the relevant **Indemnity Limit**.

Our liability for all compensation (excluding costs) payable to any claimant or number of claimants in respect of or arising out of any one event or all events of a series consequent on one original cause will not exceed the **Indemnity Limit** shown on **Your Schedule**.

Extensions

1. Cross liabilities

- Where **You** comprise more than one party, **We** will treat each party as if a separate **Policy** had been issued to each party provided that nothing in this Extension will increase **Our** liability beyond the amount for which **We** would have been liable had this Extension not applied.

2. Defective Premises Act 1972

- The indemnity provided by this Section is extended to indemnify **You** in respect of legal liability incurred by **You** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **Business Premises** or land disposed of by **You**.

We will not pay for:

- the cost of rectifying any **Damage** or defect to the **Premises** or land disposed of, or
- legal liability for which **You** are entitled to indemnity under any other policy.

3. Compensation for court attendance

- In the event of any of the persons mentioned below attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this Section **We** will provide compensation to **You** at the following daily rates:

- £500 for **You** or any of **Your** directors or partners, and
- £250 for any **Employee**.

4. Worldwide personal liability

- We** will subject to the terms of this Section indemnify **You** or **Your** spouse/civil partner during temporary visits anywhere in the world in connection with the **Business**.

We will not pay for liability arising from:

You owning or occupying land or **Buildings** or carrying on any trade or profession.

5. Contractors' contingent liability

- We** will, subject to the terms of this Section, indemnify **You** in respect of liability arising out of minor work carried out by bona-fide contractors in the form of decorations, repairs and routine maintenance provided that:

- such persons are not entitled to indemnity under any other policy covering such liability, or
- Our** maximum liability will not exceed the **Indemnity Limit** stated on **Your Schedule**.

6. Contractual liability

- If **You**, by agreement, assumes liability which would not otherwise have attached, the cover under this Section will only apply if **We** have sole conduct and control of all claims.

We will not pay for liability arising from:

- a) liquidated damages or under any penalty clause
- b) any contract which involves work outside the **Territorial Limits**, or
- c) for **Damage to Property** caused by those risks against which **You** are required to effect insurance by reason of Clause 21.2.1. of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or any other contract condition incorporating a similar requirement.

7. Health and Safety at Work etc. Act 1974

- We** will indemnify **You** against all costs and expenses of legal representation in connection with an alleged breach of statutory duty under the Health and Safety at Work etc. Act 1974 or similar legislation, as a result of any **Bodily Injury** or **Damage to Buildings** occurring during the **Period of Insurance**, in circumstances where there is also a claim or potential claim against **You**, for damages covered by this Section.

You must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

If a claim for damages is settled or withdrawn, **We** will have no further liability other than for costs and expenses of legal representation incurred before the date of the claim payment.

If at any time a claim for damages remains unsettled and you wish to appeal against conviction, **We** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), an appeal is likely to succeed and the total amount of damage and claimants' costs are likely to exceed the total cost of legal representation.

If **We** have consented to legal representation at court proceedings, **We** will also pay the legal costs of prosecution awarded against **You** in connection with the proceedings.

The most **We** will pay under this extension during any one **Period of Insurance** is £1,000,000.

We will not cover:

- a) fines, penalties or awards of compensation imposed by a criminal court
- b) costs and expenses of an appeal against improvement or prohibition notices
- c) costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than costs and expenses already incurred and agreed by **Us**
- d) costs and expenses insured by any other policy
- e) costs and expenses of any investigation or prosecution brought other than under the laws of the **Territorial Limits**.

8. Data Protection Act 2018

- We** will indemnify **You** and if **You** so require any **Employee** in respect of liability to pay compensation including defence costs directly arising from a claim made against **You** for breach of the General Data Protection Regulation (GDPR), the Data Protection Act 2018 or any amending legislation, caused in connection with the **Business** during the **Period of Insurance**.

The most **We** will pay under this extension including all costs and expenses during any one **Period of Insurance** is £1,000,000.

We will not cover:

- a) the costs of rectifying, rewriting, replacing, reinstating or erasing personal data as defined in the GDPR;
- b) the payment of fines or penalties;
- c) refund of monies paid to **You** by any claimant;
- d) liability arising solely because **You** did not comply with **Your** legal obligations set out under the GDPR;
- e) any actual or alleged act, omission or dispute happening before, or existing at the start of the **Period of Insurance** and which **You** knew or ought reasonably to have known could lead to a claim;
- f) any deliberate act by **You** or any director, partner or **Employee**;
- g) indirect or consequential losses.

9. Corporate Manslaughter and Corporate Homicide Act 2007

- We** will indemnify **You** against legal costs and expenses incurred with **Our** prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the **Business** during the **Period of Insurance**.

Provided that:

- a) **Our** liability under this Extension will be limited to a maximum amount of £1,000,000 in the aggregate and in any one **Period of Insurance**
- b) this Extension will only apply to proceedings brought within the **Territorial Limits**
- c) **We** must consent to the appointment of any solicitor or counsel acting on **Your** behalf
- d) **You** must immediately notify **Us** of receipt of any summons or other process served upon **You** which may give rise to proceedings arising from the cover under this Extension, or
- e) before **We** consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by **Us** will be supplied by **You**.

We will not pay for:

- a) where **You** have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide
- b) for any fines or penalties of any kind, or
- c) where **You** can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide from any other source or insurance or where but for the existence of this Extension **You** would have obtained indemnity from any other source or insurance.

Exclusions

We will not pay for liability in respect of:

- a) the ownership, possession or use by **You** of any **Buildings** not insured under Section 1 of **Your Policy** unless otherwise stated on **Your Schedule**
- b) the ownership, possession or use by **You** of any land unless **We** have agreed to provide cover in respect of such land
- c) accidental **Bodily Injury** or **Damage** arising out of manual work away from **Your Premises**,
- d) accidental **Bodily Injury** or **Damage** arising from the ownership, possession or use by **You** or on **Your** behalf of:
 - i. any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation (except the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer when **You** are not entitled to indemnity under any other policy), or
 - ii. any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft.
- e) accidental **Bodily Injury** or **Damage** arising from or caused by any professional negligence, wrongful or inadequate treatment, examination, prescription, advice by **You** or anyone acting on **Your** behalf
- f) any goods which **You** supply, install, erect, repair, alter or treat
- g) the cost of rectifying or replacing defective work
- h) **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**. All **Pollution or Contamination** which arises out of one incident will be deemed to have occurred at the time such incident first takes place. **Our** liability in respect of all **Pollution or Contamination** which is deemed to have occurred during the **Period of Insurance** will not exceed in the aggregate the **Indemnity Limit** shown on **Your Schedule**
- i) **Bodily Injury** sustained by any **Employee** arising out of and in the course of their employment with **You**
- j) any act, error, omission or fault in the service or duties undertaken or provided by **Your** managing agent in respect of the **Buildings**.
- k) **Damage** to any commodity article or thing supplied installed or erected by **You** if such **Damage**

- is attributable to any defect therein or the harmful nature or unsuitability thereof, or
- l) any:
 - i. **Bodily Injury** arising from inhalation, ingestion or exposure to;
 - ii. **Damage to Property** arising from the presence, management, removal or controlling of;
any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.
 - m) **We** will not pay for the amount of the **Excess** stated on **Your Schedule** for each and every claim in respect of **Damage to Property**.

Section 5 – Identity Fraud and Personal Cyber

This section only applies if an Indemnity Limit for Identity Fraud is shown on Your Schedule.

Family Legal Protection provides:-

- Assistance Helplines including 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

This section of **Your cover** is managed and provided by Arc Legal Assistance Limited and has its own set of definitions which can be found on page 34. The insurance elements of this section are underwritten by AmTrust Europe Limited, on whose behalf **We** act.

ASSISTANCE HELPLINE SERVICES

Cyber Support Helpline

You can use the helpline service to discuss any cyber support problem occurring under the Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover, arising during the **Period of Insurance**.

Simply telephone **0333 234 2678** and quote "Modus Insurance".

For Our joint protection telephone calls may be recorded and/or monitored

Legal Helpline

You can use the helpline service which operates 24 hours a day, seven days a week to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, which arises during the **Period of Insurance**.

Simply telephone **0344 770 1044** and quote "Modus Insurance".

For Our joint protection telephone calls may be recorded and/or monitored.

Lifestyle Counselling Helpline & Online Support Service

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing.

Counsellors and information specialists are also trained to help **You** with practical problems like debt.

The helpline is complemented by a comprehensive online information and support service, through which **You** can access information and advice on a range of issues and problems which often impact on everyday life. Topics are diverse and include relationships, childcare issues, consumer issues, stress, health and fitness. Information is updated regularly by a team of experienced counsellors and information specialists.

You can access the Lifestyle Counselling Helpline on **0344 770 1036** or **You** can access the Online Support Service by visiting www.arclegal.co.uk/carefirst where **You** will be required to enter a username and password which is available from **Your** broker.

LEGAL COSTS INSURANCE

For Personal Identity Fraud and Social Media Defamation sections of cover:

If a claim is accepted under this section of **Your** insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings, or a **Conflict of Interest** arises, and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

For Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover:

If a claim is accepted under this insurance, **We** will appoint **Our Adviser** to handle **Your** claim. **You** are not covered for any other representatives' fees.

Your Personal Cyber covers **Costs** as detailed under the separate sub-sections of cover, up to the **Maximum Amount Payable** where:

- a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits** and
- b) The **Legal Action** takes place within the **Territorial Limits**.

This section of **Your** insurance does not provide cover where something **You** do, or fail to do, prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

IMPORTANT CONDITIONS

If **Your** claim is covered under this section of **Your** Insurance and no exclusions apply then it is vital that **You** comply with the conditions of this section of **Your** insurance in order for **Your** claim to proceed. The conditions applicable to this section of **Your** insurance are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this section of **Your** insurance are:

1. Prospects of Success - applicable to Personal Identity Fraud and Social Media Defamation only:

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success, then **We** may decline or discontinue support for **Your** case. (This condition does not apply to the Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover)

2. Proportional Costs

An estimate of the **Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

3. Giving the Insurer all the important information

When the **Insurer** accepts **Your** application for this insurance, it will rely on the information **You** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information provided by **You** is not complete and accurate the extent of cover may be affected and:

- the **Insurer** may cancel **Your** policy and refuse to pay any claim or
- the **Insurer** may not pay any claim in full.

We will write to **You** if the **Insurer**:

- intends to cancel **Your** policy; or
- needs to amend the terms of **Your** policy; or requires **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given is incomplete or inaccurate, **You** must inform **Us**.

4. Freedom of Choice - applicable to Personal Identity Fraud and Social Media Defamation only:

Only at the point it may be necessary to start court proceedings do **You** have the right to choose an **Adviser** of **Your** own choice to act for **You**. Should **You** choose to do so, **We** will only pay **Standard Advisers' Costs** up to the amount specified in the **Maximum Amount Payable** definition and may, at **Our** discretion, vary from time to time.

DEFINITIONS

Where the following words appear in bold within this section of **Your** insurance they have these special meanings.

Adviser	<p><u>For Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover:</u></p> <p>Our specialist cyber security adviser or their agents appointed to act for You</p> <p><u>For Personal Identity Fraud and Social Media Defamation sections of cover:</u></p> <p>Our specialist panel solicitors or accountants (or their agents) appointed by Us to act for You, or (subject to Our agreement) where it is necessary to start court proceedings or a Conflict of Interest arises, another legal representative nominated by You.</p>
Advisers' Costs	<p><u>For Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover:</u></p> <p>Costs to employ the services Our specialist cyber security adviser or their agents.</p> <p><u>For Personal Identity Fraud and Social Media Defamation sections of cover:</u></p> <p>Legal or accountancy fees and disbursements incurred by the Adviser.</p>
Adverse Costs	Third party legal costs awarded against You which shall be paid on the Standard Basis of Assessment provided that these costs arise after written acceptance of a claim.
Computer	A personal computer that You own, use or control, that is permanently kept within Your main residence
Computer Virus	A program or piece of code which is often capable of copying itself and which causes damage to systems or Data .
Conflict of Interest	Situations where We administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
Costs	Standard Advisers' Costs and Adverse Costs .
Credit Monitoring Facility	A provider of services which periodically reviews an individual's or an organisation's credit reports for accuracy and changes, tracking potentially fraudulent activity.
Cyberattack	<ul style="list-style-type: none"> - Malicious deletion, corruption, unauthorised access to, or theft of data - Damage or disruption caused by a Computer Virus, hacking or denial of service attack; affecting Your home systems.
Data	<ul style="list-style-type: none"> - In relation to a Cyberattack: facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by home systems, but not including software and programs - In relation to this policy outside of a Cyberattack: data as defined by Data Protection Legislation
Data Protection Legislation	The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the Insured Event .
Electronic Devices	Any personal computing or personal electronic device that connects to the internet or to other electronic devices and any associated data, software and programs.
Identity Fraud	A person, or group of persons, knowingly using a means of identification belonging to You without Your knowledge or permission with intent to commit, or assist another to commit, an illegal act.

Insured Event	The incident (or the start of a transaction, or series of incidents), which may lead to a claim (or claims) being made under the terms of this section of Your insurance.
Insurer	AmTrust Europe Limited.
Legal Action(s)	The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance
Legal Helpline	The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which may give rise to a claim under this insurance.
Maximum Amount Payable	<p>For Personal Identity Fraud and Social Media Defamation sections of cover, We will pay up to £100 per hour plus VAT up to a maximum amount payable of £25,000 in respect of an Insured Event.</p> <p>For all other sections of cover, We will pay up to a maximum amount payable of £25,000</p> <p>For the purposes of the Maximum Amount Payable, only one Insured Event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.</p>
Period of Insurance	This section of Your insurance provides cover for the same period covered by the insurance product or benefit to which it attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.
Ransomware	A system attack which allows a hacker to infiltrate Your Electronic Device(s) , encrypt Your Data , and demand payment of a ransom in exchange for decryption of Your files.
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a specialist panel solicitor or their agents as defined in the Maximum Amount Payable and may, at Our discretion, vary from time to time.
Standard Basis of Assessment	The basis of assessment of costs of litigation where the court will only allow costs which are proportionate to the matters in issue and resolve any doubt which it may have as to whether or not costs were reasonably incurred or reasonable and proportionate in amount in favour of the paying party.
Territorial Limits	<p><u>For Personal Identity Fraud and Social Media Defamation sections of cover:</u></p> <p>The United Kingdom, the Channel Islands and the Isle of Man.</p> <p><u>For the Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover:</u></p> <p>Be aware that while the Cyberattack can occur from anywhere in the world, You and Your Electronic Device(s) must be in the United Kingdom when the Cyberattack occurs.</p>
We/Us/Our	Arc Legal Assistance Limited.
You/Your /Yourself	Cover also applies to Your family members' resident with You . If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to or out of Your death.

COVER

Personal Identity Fraud

What is covered

Costs to pursue actions within the **Territorial Limits** relating to a single act, or the start of a series of single acts, against **You** by one person or group of people:

- to defend **Your** legal rights and/or take steps to remove County Court Judgments against **You** that have been obtained by an organisation from which **You** are alleged to have purchased, hired or leased goods or services. Cover is only available if **You** deny having entered into the contract and allege that **You** have been the victim of **Identity Fraud**
- to deal with all organisations that have been fraudulently applied to for credit, goods or services in **Your** name or which are seeking monies or have sought monies from **You** as a result of **Identity Fraud**
- in order to liaise with credit referencing agencies and all other relevant organisations on **Your** behalf to advise that **You** have been the victim of **Identity Fraud**

What is not covered

Claims:

- where **You** have not been the victim of **Identity Fraud**
- where **You** did not take action to prevent **Yourself** from further instances of **Identity Fraud** following an **Insured Event**
- where the **Identity Fraud** has been carried out by somebody who is living or has lived with **You**
- for **Costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss

You must agree to be added to the CIFAS Protection Register if **We** recommend it.

Social Media Defamation

What is covered

Following defamatory comments made about **You** through a social media website, **Standard Advisers' Costs** to write one letter to the provider of the Social Media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known, **You** are also covered for **Standard Advisers' Costs** to write one letter to the author requesting that the comments are removed from the social media website.

What is not covered

Claims where **You** are not aged 18 years or over.

Crisis Response & Incident Management

What is covered

Costs incurred for **Our Adviser** to provide advice and assistance:

- a) For an initial assessment of a **Cyberattack** **You** have suffered, including the immediate action **You** need to take
- b) Where **You** have suffered a financial loss as a result of a **Cyberattack**
- c) To assist in notifying the authorities of a **Cyberattack** against **You** when appropriate to do so
- d) For responding to **Ransomware**, including the threat of a **Cyberattack** against **You**, or the unauthorised use of **Your** personal data stored on **Your Electronic Devices**
- e) If, as a result of a **Cyberattack** against **You**, **You** are accused of:
 - i) Misuse of third party **Data**
 - ii) Transmitting a **Computer Virus** to a third party
 - iii) Causing loss of reputation to a third party or breaching a third party's intellectual property rights

Restoration

What is covered

Costs incurred for **Our Adviser** to provide advice and assistance for restoring **Your Electronic Devices** to the state they were in prior to a **Cyberattack**.

Credit Monitoring

What is covered

Reimbursement of the costs **You** incur for a 12 month subscription to a **Credit Monitoring Facility**, following a **Cyberattack**.

GENERAL EXCLUSIONS RELATING TO THIS SECTION OF YOUR INSURANCE

1. There is no cover where:

- **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- an estimate of **Advisers' Costs** of acting for **You** is more than the amount:
 - (i) in dispute; or
 - (ii) to restore your **Electronic Devices**. At **Our** discretion, **We** may contribute towards the cost of reimbursing any outlay **You** have for restoring **Your Electronic Devices** in these circumstances.
- **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- **Your** insurers repudiate the insurance policy or refuse indemnity
- The **Cyberattack** was caused by an illegal activity **You** undertook
- The **Cyberattack** occurred whilst **You** and /or **Your Electronic Devices** were outside of the United Kingdom
- The **Cyberattack** has arisen from war or nuclear risks

2. There is no cover for:

- claims over loss or damage where that loss or damage is insured under any other insurance
- claims made by, or against, **Your** insurance adviser, the **Insurer**, the **Adviser** or **Us**
- any claim **You** make which is false or fraudulent or exaggerated
- defending **Legal Actions** arising from anything **You** did deliberately or recklessly
- **costs** if **Your** claim is part of group claim or will be affected by or will affect the outcome of other claims

3. There is no cover for any claim directly or indirectly arising from:

- a dispute between **You** and someone **You** live with or have lived with
- **Your** business trade or profession other than as an **Employee**
- an application for a judicial review
- defending or pursuing new areas of law or test cases

4. Sanction Limitation and Exclusion Clause

The **Insurer** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this section of **Your** insurance if the provision of such cover, payment of such claim or provision of such benefit would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

5. Cyber Attack Exclusion

The **Insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for **Costs** is specifically allowed for in the Sections of Cover above.

6. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this section of this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

CONDITIONS

1. Claims conditions for: Critical Response & Incident Management, Restoration and Credit Monitoring

- a) **You** must notify claims as soon as possible once **You** become aware of the incident and within 12 hours of **You** becoming aware of the incident (within 7 days for any claims against **You**). There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced.
- b) **You** must supply, at **Your** own expense, all of the information which **We** reasonably require to decide whether a claim may be accepted.
- c) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- d) **You** shall supply all information requested by the **Adviser** and **Us**.
- e) **You** shall not admit any liability for any claims against **You** resulting from a data breach without consent from **Our Adviser's**.
- f) **You** must ensure that password protection is enabled on all of **Your Electronic Devices** that you own, use or control, and can demonstrate that appropriate security controls are adhered to.
- g) **You** must ensure that basic security software is in place on all **Computer** hardware you own, use or control, including Anti-Virus and Firewall software

2. Claims Conditions for all other sections of cover

- a) **You** must notify claims as soon as possible once **You** become aware of the incident and, in any event, within 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced.
For claims relating to **Identity Fraud**, these must be reported within 45 days of **You** becoming aware of the incident.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent (which **You** will not unreasonably withhold) **We** may reach a settlement of the legal proceedings.
- c) Please note that **You** must supply, at **Your** own expense, all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment which are available on request.
- d) The **Adviser** will:-
 - i) provide a detailed view of **Your** prospects of success including the prospects of enforcing any Judgment obtained.
 - ii) keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii) keep **Us** advised of **Advisers' Costs** incurred.
 - iv) advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v) submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi) attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- f) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- g) **You** shall supply all information requested by the **Adviser** and **Us**.
- h) **You** are responsible for all legal costs and expenses including **Adverse Costs** if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
 - i) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

3. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

GENERAL CONDITIONS

1. Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

2. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

3. Fraud

In the event of fraud, the **Insurer**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

4. Other Insurances

If any claim covered under this section of Your insurance is also covered by another legal expenses policy, or would have been covered if this policy did not exist, the **Insurer** will only pay its share of the claim even if the other insurer refuses the claim.

5. Cancellation

Your **right to cancel**:

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **Your** main insurance contract please contact **Your** insurance adviser. The **Insurer's** right to cancel

The **Insurer** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that **You** have not made, and do not intend to make, a claim

The **Insurer** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

6. English Law and Language

This section of the contract is governed by English Law and the language for contractual terms and communication will be English.

7. Change in Law

Cover under this section of the policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

CUSTOMER SERVICES INFORMATION

HOW TO MAKE A CLAIM

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the:

- (a) Cyber Support Helpline for the Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover; or
- (b) **Legal Helpline** for the Personal Identity Fraud and Social Media Defamation sections of cover.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting <https://claims.arclegal.co.uk>. Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to notify **Us** of any potential claim or circumstances which may give rise to a claim as soon as possible. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the **Legal Helpline**. Please note that any avoidable delay in notifying any claim may result in a claim being declined.

Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

1. Data Protection

Arc Legal Assistance and the **Insurer** are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit www.arclegal.co.uk and www.amtrusteurope.com

2. How We Use Your Personal Data and Who We Share it With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

4. Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. International Transfers of Data

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **We** transfer **Your** personal data outside of the UK and EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

6. Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

7. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

Customer Service

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

Our contact details are:-

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel: 01206 615000

Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)

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

Compensation

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If **it** fails to carry out its responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100

Authorisation

This policy is administered by Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.

Section 6 – Key Protection

This is the Key Protection Section which sets out the terms and conditions of **your** cover and it is important that you read it carefully. If there is anything **you** do not understand, please contact **your retail broker**.

This insurance has been arranged by Modus Underwriting Limited and is underwritten by Fortegra Europe Insurance Company SE UK Branch, a branch of Fortegra Europe Insurance Company SE (Financial Conduct Authority registration number 805770). Fortegra Europe Insurance Company SE has its registered office and principal place of business at Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta (Malta Company registration number SE 17), is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business of insurance and is regulated by the Malta Financial Services Authority of Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta. Together with its UK Branch, Fortegra Europe Insurance Company SE is authorised by the Prudential Regulation Authority, is subject to regulation by the Financial Conduct Authority, and limited regulation by the Prudential Regulation Authority. Fortegra Europe Insurance Company SE has a registered branch in the UK with its registered address at Fifth Floor, 20 Fenchurch Street, London, United Kingdom, EC3M 3BY (UK Branch registration number BR021916). Details about the extent of **our** regulation by the Prudential Regulation Authority are available from **us** on request. Annual reports on **our** solvency and financial position can be found at <https://www.fortegra.eu/solvency-and-financial-condition-report>.

Modus Underwriting Limited is the intermediary offering products and services from various insurers and is authorised and regulated by the Financial Conduct Authority under firm reference 663522. Modus Underwriting Limited is registered in England (Company Number: 09269358).

The claims helpline is operated by Soter Professional Services Ltd who are authorised and regulated by the Financial Conduct Authority under firm reference 570538.

Important

Soter Professional Services Ltd will provide **you** with assistance by arranging **key** or **lock** repair or replacement, the opening of safes or onward transportation as appropriate.

What is covered?

In the event of an **insured incident** at **your insured premises**, **we** will reimburse **you** up to the section limit stated and Soter Professional Services Ltd will assist with arrangements for replacing **your key(s)** and **lock(s)**, the opening of safes or onward transportation.

Definitions

The following terms have the meaning given below wherever they appear in **bold** in this section.

1. **Administrator**
Modus Underwriting Limited.
2. **Claims Handler**
Soter Professional Services Ltd.
3. **Insured Incident**
An incident or event or the first in a series of incidents or events which leads to a claim under this insurance and where the **claims handler** has agreed to provide cover under the terms and conditions of this insurance.
4. **Insured Premises**
The insured address(es) as stated in **your policy schedule** in the United Kingdom.

5. Insurer/We/Us/Our

Fortegra Europe Insurance Company SE UK Branch, a branch of Fortegra Europe Insurance Company SE (Financial Conduct Authority registration number 805770). Fortegra Europe Insurance Company SE has its registered office and principal place of business at Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imnsida, Gzira, GZR 1401, Malta (Malta Company registration number SE 17), is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business of insurance and is regulated by the Malta Financial Services Authority of Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta. Together with its UK Branch, Fortegra Europe Insurance Company SE is authorised by the Prudential Regulation Authority, is subject to regulation by the Financial Conduct Authority, and limited regulation by the Prudential Regulation Authority. Fortegra Europe Insurance Company SE has a registered branch in the UK with its registered address at Fifth Floor, 20 Fenchurch Street, London, United Kingdom, EC3M 3BY (UK Branch registration number BR021916).

6. Keys

The **key(s)** or **key** cards for **your vehicle** (including reprogramming of immobilisers and alarms) and **insured premises** (including security safe).

7. Locks

The **locks** associated to the **keys** covered under this section.

8. Property Insurance Policy

The commercial, landlord or household insurance policy that has been issued to **you** by Modus Underwriting Limited, as stated in **your insurance policy schedule**.

9. Policy Schedule

The insurance document issued to **you** by Modus Underwriting Limited which forms part of this policy.

10. Period of Insurance

This section will run concurrently with **your property insurance policy** for a maximum of 12 months which ends on the cancellation or expiry date of **your property insurance policy**, whichever date occurs first.

11. Policyholder

The person named on the **policy schedule**.

12. Policy Limit

The total amount payable under this **section**, in respect of each **insured incident** and in total for **all insured incidents** in any **period of insurance** is £500 including VAT.

13. Retail Broker

The retail broker who sold **you** this policy.

14. Stranded

If **you** are stranded more than five (5) miles from the **insured premises**.

15. Territorial Limits

Means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

16. Vehicle

Private motor vehicle, light commercial vehicles (up to a weight of 3.5 tonnes), motorbikes, motor home or mobility scooter.

17. You/Your

The person named on the **policy schedule** or any immediate member of the **policyholder's** family residing at the same address as the **policyholder** during the **period of insurance**.

Insured incidents

If during the **period of insurance** and within the **territorial limits**, a **key(s)** is stolen, damaged or lost, **we** will pay up to the sum insured, in accordance with the following –

1. Theft, damage, or loss of **your key(s)** - If **your key(s)** are stolen, damaged or lost, **you** must report this to the **claims handler** who will arrange for a suitable contractor to attend. All stolen **key(s)** must be reported to the police and a crime reference number obtained. If **your key(s)** are found, **we** will contact **you** to discuss the appropriate action.

2. Broken or locked in **key(s)** - If **your key(s)** are locked in **your** vehicle or **insured premises** or broken in any **lock** denying **you** access to **your insured premises** or **vehicle**, **you** must report this event to the **claims handler** who will arrange for a suitable contractor to attend. **We** will cover the charges up to **the policy limit** including up to three (3) replacement **insured premises key(s)**, up to 2 replacement **vehicle key(s)**, or repair or **replacement** of the damaged **lock**.
3. **Stranded** due to theft, damage or loss of **your keys** - If **you** are **stranded** as a result of theft or loss of **your vehicle keys** and have no access to **your vehicle**, **we** will pay £75 per day including VAT for **vehicle** hire, for up to three (3) days. As an alternative, reasonable costs where public transport or taxi fares incurred may be reimbursed. The **claims handler** must be notified of any alternative transportation costs prior to them being paid, and any car hire must be arranged directly through them.

How to make a claim

Please read the **insured incidents**, claims conditions and what **we** will not cover sections to ensure **your** claim is covered under the terms of this section.

If **you** believe **your** claim to be valid, please telephone the **claims handler** on 01480 597417 as soon as possible and assistance will be arranged for **you**.

Please note - all stolen **key(s)** must be reported to the police and a crime reference number obtained.

Claims conditions

1. A lost or stolen **key(s)** or **key(s)** locked in **your vehicle** or at the **insured premises** or broken in a **lock** must be reported to the **claims handler** on 01480 597417 as soon as possible, and in any event within thirty (30) days from the date **you** first knew about the **insured incident**. The **key** helpline is open 24 hours a day, 7 days a week, 365 days of the year.
2. The police must be notified of all stolen **key(s)** as soon as possible and a crime reference number obtained.
3. Claims for reimbursement of public transport or taxi fares will be assessed individually. For journeys of fifteen (15) miles and over, the mode of transport should usually be a bus or train unless **you** are physically unable to use public transport. For other journeys, usually, up to fifteen (15) miles, a taxi would be acceptable. All receipts and tickets for the driver and any passengers must be retained.
4. **You** must take reasonable care to avoid anything which may result in a claim under this section.

What we will not cover

1. Claims arising outside the **period of insurance** or from events that occurred more than thirty (30) days ago and more than thirty (30) days before the date **you** reported the claim to the **claims handler**.
2. Any claim for theft of **key(s)** which are not reported to the police and where a crime reference number has not been obtained.
3. Any claims for public transport or taxi fares with no valid receipts or tickets.
4. Any car hire not arranged via the **claims handler**.
5. Any claim for replacing **lock(s)** when only parts need changing.
6. Any claim for damage to **lock(s)** by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything which happens gradually.
7. Any claim for additional or duplicate **key(s)** in excess of 3 replacement **insured premises key(s)**, or 2 replacement **vehicle key(s)**.
8. Any claim for loss or damage caused by any act of war, invasion or revolution.
9. **Lock(s)** that are damaged prior to the loss or theft of **key(s)**.
10. Replacement **lock(s)** or **key(s)** of a higher standard or specification than those replaced.
11. Charges or costs incurred where the **claims handler** arranges for the attendance of a contractor at a particular location, and **you** fail to attend.
12. Charges or costs incurred where **you** make alternative arrangements with a third party once the **claims handler** has arranged for a contractor to attend a particular location unless otherwise agreed by **us**.
13. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Termination of cover

This insurance cover shall automatically terminate upon the first to occur of the following:

- The expiry of the **period of insurance**;
- Upon a change of address(es) from the one(s) stated on **your policy schedule** where **we** have not been informed;
- Upon cancellation of the policy by **you** or **us**;
- If **you** do not pay the premium; or
- If **your property insurance policy** is cancelled for any reason.

Cancelling this section

This section of cover is provided automatically as part of **your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **your** main insurance contract please refer to 'Cancellation by Us' and 'Cancellation by You' within the General Conditions section.

Changing your address

If **you** change **your** address(es) from the one(s) stated on **your** policy schedule **you** must advise **your retail broker** immediately.

Applicable Law

This section shall be subject to the law of England and Wales, unless **we** and **you** agree otherwise.

Fraud

All cover under this insurance is forfeited if a fraudulent claim is made by **you**.

Privacy and Data Protection Notice

Fortegra Europe Insurance Company SE (the Data Controller) is committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **we** process **your** personal data.

How We Use Your Personal Data

We may use the personal data **we** hold about **you** for the purposes of performing **your** contract of insurance, this includes providing insurance that **you** request of **us** and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing, or statistical purposes. **We** may collect and use special categories of data from **you** for the purpose of identifying vulnerable customer based on substantial public interest under Schedule 1(20) DPA 2018. **We** may also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal and regulatory obligations.

Disclosure of Your Personal Data

We may disclose **your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **our** behalf. These include **our** group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

International Transfers of Data

We may transfer **your** personal data to destinations outside of the United Kingdom or the European Economic Area. Where **we** transfer **your** personal data outside of the United Kingdom or the European Economic Area, **we** will ensure that it is treated securely and in accordance with the Legislation.

Your Rights

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of **your** data, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiration of the Policy, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** require more information or have any questions concerning **our** use of **your** personal data, **our** full Privacy Policy can be found at <https://www.fortegra.eu/privacy-policy>. Alternatively, please contact The Data Protection Officer, Fortegra Europe Insurance Company SE, Office 13, SOHO Office The Strand, Fawwara Building, Triq l-Imsida, Gzira, GZR 1401, Malta or via email at dpofficer@fortegramalta.com.

Personal information

By purchasing these products and services, **you** agree that **your** Policy Retailer, Modus Underwriting Ltd and the insurer may:

- a) Disclose and use information about **you** and **your** insurance cover to its service providers and agents in order to administer and service **your** insurance cover, collect payments for fraud prevention and otherwise as required by applicable law.
- b) Monitor and/or record **your** telephone calls in relation to cover to ensure consistent servicing levels and account operation;
- c) Undertake all of the above within and outside the United Kingdom and the European Union. This includes processing **your** information in other countries in which data protection laws are not as comprehensive as in the European Union. However, Modus Underwriting Limited and the insurer have taken appropriate steps to ensure the same (or equivalent) level of protection for **your** information in other countries, as there is in the European Union.

If **you** want to know what information is held about **you** by Modus Underwriting Limited, please write to:

Modus Underwriting Limited, Walsingham House, Ninth Floor, 35 Seething Lane, London, EC3N 4AH

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly. Information about **you** is only held for so long as it is appropriate for the above.

Customer service & complaints

This complaints procedure does not affect **your** legal rights.

Questions or complaints about the sale of your policy

If **you** have a question or concern about, or **you** wish to make a complaint about how **your property insurance policy** was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service you received, please contact **your retail broker**.

If **your retail broker** cannot settle **your** complaint, **you** may be able to refer it to the Financial Ombudsman Service using the details below.

Questions or complaints about the handling of your claim

If **you** have a question or concern about the handling of a claim **you** should, in the first instance, contact the **claims handler** by:

Email: complaints@soterps.com, or

Telephone on 01480 597417

Or alternatively **you** can write to the **claims handler** at

Soter Professional Services Ltd, Discovery House, Norwich, NR4 6EJ

The **claims handler** will acknowledge **your** complaint promptly and will aim to resolve it within eight (8) weeks from first notification.

If the **claims handler** cannot resolve **your** complaint within this period, they will notify **you** in writing to confirm the reasons why. In this case, or if **your** complaint is not resolved to **your** satisfaction, the **claims handler** will advise **you** of **your** rights to refer your complaint to The Financial Ombudsman Service, free of charge:

- by submitting **Your** complaint online – please see financial-ombudsman.org.uk; or
- by email at complaint.info@financial-ombudsman.org.uk; or
- by telephone on 0207 964 1000; or
- by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR UK.

IMPORTANT: The Financial Ombudsman Service will expect **you** to have followed the above procedure before they accept **your** case.

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

SANCTIONS

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

THIRD PARTY RIGHTS

Except where otherwise required by law, **you** and **we** have agreed that:

- it is not intended for any third party to this contract to have the right to enforce the terms of this section.
- **You** and **we** can rescind or vary the terms of this contract without the consent of any third party to this section, who might seek to assert that they have rights under this section.

MISINFORMATION

When applying for insurance, varying **your** cover, or submitting a claim, **you** or anyone acting on **your** behalf must take reasonable care to answer all questions honestly and to the best of **Your** knowledge. Failure to do so may affect the validity of **your** policy or the payment of **your** claim.

FINANCIAL SERVICES COMPENSATION SCHEME

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if, in the unlikely event, Fortegra Europe Insurance Company SE cannot meet its liabilities under this section.

The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Financial Services Compensation Scheme is available from the FSCS website www.fscs.org.uk.

The FSCS can be contacted:

- online by completing the form on the FSCS website www.fscs.org.uk/contact-us/; or
- by calling 0800 678 1100; or
- by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY; or
- by live chat via the FSCS website www.fscs.org.uk/contact-us/

Your statutory rights are not affected if **you** do not follow the complaints procedure above.

For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Section 7 – cyberSOS

Terms and Conditions

This service is designed to help **you** in case **your devices** suffer a **cyber attack**, **you** lose access to **your personal data**, or if **your online identity** is stolen, compromised or publicly maligned online.

These terms and conditions set out **our** and **your** responsibilities in relation to the **service plan**.

Definitions

We use certain words throughout this section that have a specific meaning and they are shown in bold. These are called 'definitions' and their meaning can be found below:

1. **Cyber Attack**

Malicious or unauthorised access by a **third party** to a **device** or **online service** that results in:

- the deletion, corruption or theft of **personal data**
- damage to or corruption of the **device** itself
- a **device** being rendered inaccessible or unusable either temporarily (e.g. in the case of ransomware) or permanently (e.g. via other **malware** including viruses)

2. **Device**

A computer, laptop, mobile telephone or tablet owned by **you**, and used primarily for **your** personal, non-professional, non-commercial means.

3. **Device personal data**

Personal data stored on a device

4. **Home**

The property listed at the correspondence address on the **schedule** and which is **your** main place of residence

5. **Incident**

An event that prompts **you** to contact **us** either by phone or online requesting the help provided by this **service plan**

6. **Malware**

Software or code maliciously designed by a **third party** to disrupt, damage or gain access to **your device**

7. **Online identity**

The online representation of **your** personal, individual identity including, but not limited to:

- Social media profiles;
- personal financial profiles, data and information;
- real-world identification data and documents;
- other **online services**

8. **Online personal data**

Personal data held by a digital, electronic service or membership that requires **you** to log-in via online authentication e.g. an email address and password or mobile phone number

9. **Online service**

A commercially-available **third party** service for **your** personal, non-professional use accessed by **you** via online authentication

e.g. an email address and password or mobile phone number and which contains **personal data**

10. **Personal Data**

Electronic data, documents and photographs that are unique to **you** personally and not primarily related to **your** business or employment.

11. Schedule

The schedule provided by **your** broker

12. Service Plan

This contract for remote, telephone-based cyber emergency support services

13. Service plan period

The period shown on **your schedule** for which **Your Policy** covers **You** provided **You** pay the premium on time.

14. Smart home device

The broadband router used to connect **your home** to the internet and other electronic equipment that is primarily designed to be used, managed or monitored via a software application or website and is:

- permanently located within **your home**; and
- primarily connected to the internet via your **home** broadband network;
- not a **device**

15. Start date

The date shown on the **schedule** that **your service plan** starts from.

16. Third party

Anyone other than **you**

17. We/us/our

cyberSOS® is a trading style of Vivo Lifestyle Services Ltd, a company registered in England & Wales, Company No 10729223, or our specialist cyber emergency service providers, as appointed from time-to-time

18. Working order

The working condition a **device** was in immediately prior to the **incident**

19. You/your

The person who has purchased this **service plan** (being the planholder), the planholder's married or civil partner, children and parents, who all permanently live with the planholder at **home**.

Children up to the age of 22 who are studying away at college or university in England, Northern Ireland, Scotland or Wales during term time and who return to the **home** during holidays will for the purposes of this **service plan** be treated as permanent residents of the **home**.

Anyone eligible to use the **service plan** must have the planholder's consent to do so

What does this service plan provide?

This **service plan** provides remote, phone-based emergency support in the event that **you** become the victim of a **cyber attack** or suspected **cyber attack** as described in these terms and conditions. It is designed to help restore **your devices** to **working order**, re-establish access to **your personal data** and restore **your online identity** to the state it was in prior to the **incident**.

You may use this **service plan** up to the number of **incidents** shown on **your schedule** in any **service plan period**.

Please note that **we** will not provide any services under this **service plan** until **your start date** has passed.

This service is provided remotely at all times. If **we** are unable to resolve the issue remotely, **we** will generally be able to advise **you** as to what next steps to take, but any action **you** take outside this **service plan** will be at **your** own cost and liability.

You can also visit **our** comprehensive online portal <https://modus.personalcyberservice.co.uk> for assistance with general tech queries via **our** online AI Chat Assistant, legal templates to contact banks and credit reference agencies, direct access for tips and techniques for how to deal with anxiety and stress caused by online **incidents** from the experts at Care First as well as access to other content and tools to help keep **you** safer online. Some areas of the portal are Member-only and password-protected - the password of !ModusInsurance! will be required to access those elements.

What devices are eligible for this plan?

Your device must be:-

- a) purchased as brand new directly from the manufacturer, network provider or retail store (high street or online), or
- b) purchased as used or refurbished directly from the manufacturer or network provider and
- c) used primarily for personal, non-professional, non-commercial purposes;

You must also be able to produce original proof of purchase.

Your device cannot be: -

- a) used or refurbished purchased from either a high street or online retail store i.e. not from the manufacturer or network provider
- b) in the case of mobile telephones, more than 36 months (3 years old) when first buying this **service plan**
- c) in the case of all other **devices**, more than 60 months (5 years old) when first buying this **service plan**
- d) hardware that has had its original operating system intentionally modified or over-written by **you** such that it does not operate as the manufacturer intended – a process commonly referred to as "jail breaking", "chipping", "modding" or "cracking".

Is this plan right for you?

You must be 18 years old or over and resident in the United Kingdom to be eligible.

Incidents that occur while **you** and/or **your devices** are outside the United Kingdom are not eligible under this **service plan**.

Your responsibilities

- a) All information **you** give must be true, factual and not misleading.
- b) **You** must pay the fees for the **service plan** when they fall due.
- c) **Devices** must have been used only in accordance with the manufacturer's instructions.
- d) If **you** suspect a **device** has been compromised by a **cyber attack**, **you** must contact **us** as soon as reasonably possible and take all reasonable steps to limit damage, e.g. stop using the **device** if it is likely to cause further damage or loss of **personal data**, until **you** have done so.
- e) **You** must co-operate with **us** and provide all information needed by **us** to help **us** resolve **your** issue.

On-going cyber emergency help and assistance

If **you** would like to read-up on how **you** can easily help protect yourself from **cyber attacks** and generally protect **your personal data** and online security better, please go to <https://modus.personalcyberservice.co.uk>

Section A - 24/7 Cyber Emergency Helpline

If **you** know or genuinely suspect that one of **your devices** or **your personal data** has been affected by a **cyber attack**, or **your online identity** has been stolen, compromised or publicly maligned by a **third party**, **you** can call one of **our** plain English speaking cyber experts 24 hours a day, 365 days a year on the Cyber Emergency Helpline number is **0333 414 8156**.

We will take time to listen to what is worrying **you** and to understand **your** individual level of comfort and experience of a subject that is unknown and frightening to many.

We will generally be able to help with an initial assessment of the **cyber attack**, loss of **personal data** or attack on **your online identity** and recommend the immediate action **you** should take.

We will also be able to suggest which authorities it is in **your** best interests to notify and how to approach financial institutions such as **your** bank or credit reference agencies, where appropriate.

If one of **your devices** has either stopped working properly or completely, **we** will also be able to give **you** advice on how to restore it to **working order** as well as ways of making it more resistant to attack in the future.

Finally, if **you** wish, **we** can also help **you** take easy steps to better data and personal online security to help safeguard **your** personal information more securely.

Your responsibilities

You must call the helpline as soon as reasonably possible after discovering or suspecting that **you** have been affected by a **cyber attack**, and in all cases within 12 hours of **you** becoming aware of it.

Section B - Cyber Attack Assistance – Device And Personal Data

If a **device** or **personal data** has or appears to have been affected by a **cyber attack**, **we** will work with **you** remotely to:

- a) establish what the issue is and its cause
- b) if identified, attempt to remove any **malware** and check to see if that has resolved the issue;
- c) if the issue persists, look at other ways to restore **your device** to **working order** or restore access to **your personal data** as efficiently as possible;
- d) discuss, in the case of ransomware that we are unable to bypass or remove successfully from the **device**, what **your** next best steps are. Note: this never results in suggesting the payment of a ransom

Personal Data – Re-establishing access or restoration

Sometimes, the only solution to restore a **device** to **working order** is to wipe it clean of its operating system and all data, and attempt to reinstall them. **We** will help **you** to do that remotely, step-by-step, if **you** wish.

Where **your device personal data** is backed-up elsewhere – physically (on another disk drive) or in the cloud (online) – **you** might accept completely wiping the **device** as the best outcome as **you** will have a clean, **working order device** that **you**, with our help if necessary, can restore **your device personal data** to.

However, where no back-up of **device personal data** exists, **we** will discuss **your** priorities with **you** i.e. whether **you** would prefer a restored **device** but risk losing **device personal data**, or whether the **device personal data** is the most important element to restore or protect.

For **online personal data**, **we** will attempt to restore **your** access to it and suggest potential ways of either making it more secure or creating offline backups so that if it should be compromised again, **you** will have more than one source to retrieve it from.

Restoration of devices or personal data

No guarantee

Despite our best efforts, it is not always possible to restore **devices** to **working order**, nor to restore **personal data** or protect it from further harm, and **we** make no guarantee that **we** will do so.

We will explain this clearly to **you** at the outset and throughout **our** work on **your incident**.

Downloading software at our request

In the process of attempting to restore a **device** to **working order**, **we** may ask **you** to download either our own proprietary software, or software of trusted **third party** providers e.g. antivirus software. If **you** decide that **you** are uncomfortable with downloading software **you** are unfamiliar with, it may mean that **we** are unable to provide the full extent of the services **we** would otherwise have been able to offer, and it might compromise a successful outcome. In such cases, **we** will advise **you** how best to proceed in good faith, but the service will end and this **incident** will be closed on **our** system.

Section C - Cyber Legal Advice Helpline

The Cyber Legal Advice Helpline can give **you** confidential legal advice on matters such as:

- a) apparent or obvious cases where **your online identity** has been unlawfully accessed, appropriated or compromised by a **third party** (and general ID theft)
- b) approaching credit reference agencies if, for example, someone has impersonated **you** and had an impact on **your** credit record
- c) approaching companies, banks and credit reference agencies if someone has purchased goods or services in **your** name and **you** are being threatened with a CCJ
- d) instances where **you** have been the victim of defamatory comments e.g. via social media, and how to approach such companies to seek removal of any such remarks, or
- e) deepfake **incidents** where **you** are the subject and how to seek the removal of such material.

There is no limit on the number of calls **you** can make, but any advice given will only be in respect of the legal context of the United Kingdom.

The number to call for the Cyber Legal Advice Helpline is **0333 414 8158**.

The Cyber Legal Advice Helpline does not cover any costs **you** have to pay as the result of following any advice given.

Section D – Cyber Counselling Service

This service can help **you** deal with a range of personal, sensitive and emotional issues that can arise as the result of falling victim of a **cyber attack** or being targeted maliciously online.

For example, this service can help with counselling following:

- a) **incidents** where **you** have been the target of online bullying or defamatory comments, or
- b) the discovery of deepfake images of **you** that have been posted online without **your** knowledge or consent

and **you** are suffering with anxiety or other issues as a result.

The number to call for the Cyber Counselling Service is **0333 414 8162**.

General conditions of the service

Duration and renewal of your service plan

The **start date** is shown on **your schedule**.

This **service plan** is provided automatically as part of **your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **your** main insurance contract please refer to 'Cancellation by Us' and 'Cancellation by You' within the General Conditions section of this policy booklet

General exclusions

The following are excluded from Section 7 – cyberSOS.

- a) Physical damage of any kind to any **device**
- b) Replacement, recall or modification of a **device** (or any part) by a supplier or the manufacturer
- c) Any problem with the supply of electricity or broadband
- d) Costs, incidental costs or loss arising from not being able to use a **device**
- e) **Cyber attacks**, loss of **personal data** or damage to **your online identity** caused wilfully or deliberately by **you**
- f) Any loss occurring outside the **service plan period**
- g) Damage to the **online identity** of anyone aged under 18
- h) Any loss, damage or impairment to functionality of a **device** caused by neglect

- i) Any loss, damage or impairment to functionality of a **device** caused by:
 - earthquake, flood, lightning, fire, wind, humidity, weather conditions, salt spray, storm or other natural events or catastrophes, abnormally high or low temperatures, electromagnetic pulse, nuclear material or radioactive contamination, chemical exposure, explosion, sabotage, terrorism, insurrection, revolution, war, riot, armed conflict, civil commotion, rebellion, man-made events or catastrophes
- j) Repairs or modifications to a **device** not approved by the **device** manufacturer
- k) Damage arising as a result of **you** installing apps or software to a **device** that have not
 - i. been purchased or downloaded via a recognized commercial retailer, or
 - ii. been purchased or downloaded via the officially-recognised app or software store of the **device's** operating system provider.
- l) Loss of pornographic or illegal content or any unlicensed, pirated software, music or films
- m) The cost of replacing any **device** consumables or accessories

Special exclusions

In addition to the 'General exclusions' above, the **service plan** does not provide care for the following: -

Normal operation, updates, upgrades or adjustment of **devices**.

Cancellation

This **service plan** is provided automatically as part of **your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **your** main insurance contract please refer to 'Cancellation by Us' and 'Cancellation by You' within the General Conditions section of this policy booklet

How To Complain

If **you** wish to complain or **you** are unhappy with the service provided by Section 7 – cyberSOS, please contact us via the web contact form at <https://modus.personalcyberservice.co.uk/contact/>

Every reasonable effort will be made to resolve **your** complaint as quickly, professionally and comprehensively to **your** satisfaction as possible. Please allow reasonable time to enable that to happen.

If **your** reasonable expectations are unable to be met, a 'final response' to **your** complaint will be provided.

If, at that stage, you are still not satisfied with how we have responded, you can contact the Dispute Resolution Ombudsman, of which we are a member, on 0333 241 3209 or by email at info@disputeresolutionombudsman.org

Changes to these terms and conditions

We may modify or replace these terms and conditions in order to:

- a) comply with the law, regulations, industry guidance or codes of practice;
- b) rectify errors or ambiguities; and
- c) reflect changes in the scope or nature of the services provided to **you**.

Data Protection Information

Vivo Lifestyle Services Ltd.

This is a brief summary of how **we** protect and respect **your** privacy in accordance with data protection legislation. **You** can find out more by contacting us.

How do we use your data?

We use the data **we** hold about **you** in order to provide **your** cyber emergency service and for analytical or statistical purposes. **We** also use it to safeguard against fraud and money laundering.

Do we share your data?

By default **we** do not share **your** data other than in the natural course of providing **your service plan** i.e. with **our** helpline experts.

What happens with International Data Transfers?

We may transfer **your** data to countries (including the United States of America) which may not have data protection laws which provide the same level of protection as provided in the UK. However, **we** have safeguards in place to help ensure that everything is adequately secured and protected.

What are your rights?

You have the right to ask **us** to:

- a) send **you** a copy of the personal information **we** have about **you**
- b) delete **your** data (subject to certain exemptions)
- c) correct or delete any inaccurate or misleading data
- d) restrict the processing of **your** data
- e) provide a copy of **your** data to any controller
- f) lodge a complaint with the local data protection authority

How long do we keep your data?

We won't keep **your** information for any longer than is necessary. In most cases that's 6 years (the reasonable expectation of average **device** lifecycle), or 6 years following the expiry of a **service plan**.

Any Other Questions?

Please use the online contact form at <https://modus.personalcyberservice.co.uk/contact/> and choose the "I have a question about the data you hold on me" option.

Exclusion of third party rights

No rights or benefits will be given to any other **third party** under the **service plan**.

Fraudulent Activity

We may provide **your** details to third parties in order to detect possible fraudulent activity.

If **we** have reasonable grounds to suspect that **you** have (or anyone acting for **you** has):

- a) previously engaged in fraudulent activity; or
- b) provided us with false information,

we may ask **your** broker to cancel **your service plan** immediately and/or reject an application for new plans.

If **we** suspect that **you** have (or anyone acting for **you** has) engaged in fraudulent activity or provided **us** with false information **we** may request extra information in support of **your** application or request for services (such as a bank or credit card statement to prove ownership).

If **we** have reasonable grounds to suspect that **you** have (or anyone acting for **you** has) requested services under this **service plan** knowing the request to be dishonest, exaggerated or fraudulent, then **we** may:

- a) request extra evidence in support of **your** request (such as a bank or credit card statement to prove ownership);
- b) decline **your** request and immediately cancel **your service plan**;
- c) recover from **you** the cost of any services already provided to **you** under this **service plan** and the cost of any investigation into a fraudulent request under this **service plan** (and we may initiate legal proceedings to do so);
- d) report **you** to the relevant authorities, including the police.

Governing law and statutory rights

We will communicate with **you** in English and English Law will apply unless **we** agree otherwise with **you**. Nothing in these terms and conditions will reduce or affect **your** statutory rights; for further information about **your** statutory rights contact the Citizens Advice Bureau: www.adviceguide.org.uk or 03454 04 05 06.

Company Information

Section 7 – cyberSOS **service plan** is provided by cyberSOS®, a trading style of Vivo Lifestyle Services Ltd, a company incorporated under the laws of England and Wales with Company Registration Number: 10729223.



Modus is a trading name of Modus Underwriting Limited. Registered 9269358.
Registered Address: Walsingham House, Ninth Floor, 35 Seething Lane, London, EC3N 4AH
Modus Underwriting Limited is an Appointed Representative of Acrisure UK MGA Limited
which is authorised and regulated by the Financial Conduct Authority FRN:835270.
For more information on the Financial Conduct Authority, visit <http://www.fca.org.uk/>