

CONTRACT OF INSURANCE

Introduction

Thank you for purchasing Landlord Legal and Rent Guarantee insurance.

This insurance will provide assistance to pursue or defend **your** legal rights in a range of issues arising from the letting of **your insured property** including:

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| <ul style="list-style-type: none">• Getting possession of your insured property• Recovering rent owed to you• Damage caused to your insured property• Defence of criminal prosecutions• HMRC enquiries into your personal tax affairs• Access to 24-hour helpline services | <ul style="list-style-type: none">• Rent arrears whilst vacant possession is being pursued• Alternative accommodation and storage costs• Nuisance or trespass• Disputes over the purchase of goods or services• Attending court as a witness |
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This is **your** Landlord Legal and Rent Guarantee policy document and it provides evidence of the contract between **you** and the **insurer**.

This document forms part of **your** policy, along with any attaching schedule, endorsement or, where applicable, a completed proposal form. Together these documents will give **you** full details of **your** cover, which **insured incidents** are in force and the obligations between **you** and **us** and the **insurer**.

Please carefully read all documents and contact the person who sold **you** this insurance if **you** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **you** inform the person who sold **you** this insurance of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this insurance, including invalidating this policy or claims being rejected or not fully paid.

Please keep all documents in a safe place in the event **you** need to refer to its terms and conditions, use the **Helpline Services** or make a claim.

Our obligation to you

In return for **you** paying or agreeing to pay the premium:

- a) The **Insurer** will provide the cover and benefits shown in **your** schedule and detailed in this policy wording, subject to its terms, exclusions, conditions and any endorsements; and
- b) the **insurer** will pay **adviser's costs and expenses** and, where applicable, rent arrears, alternative accommodation and storage costs and witness expenses, up to the **limit of indemnity** for any one **insured incident**.

Provided that:

- (i) the **insured incident** happens in the **territorial limit**;
- (ii) the **insured incident** is reported to **us** as soon as possible and within the **period of insurance** (if this insurance is not renewed, any claim must be reported within 14 days of the expiry of the **period of insurance**);
- (iii) any claim relating to unpaid rent is reported to **us** within 60 days of the rent becoming due and payable;
- (iv) the **insured incident** always has **reasonable prospects of success** which must be present throughout the duration of **your** claim; and
- (v) any proceedings or other methods **we** agree to resolve **your** claim are dealt with by a court or other body within the **territorial limit**.

This Landlord Legal and Rent Guarantee insurance is underwritten by Davies Insurance Limited for and on behalf of C&C International, Continental Building, 25 Church Street, Hamilton, HM 11, Bermuda (the **insurer**). Further information concerning the **insurer** can be found in the **General information** section of this policy.

Helpline Services

You have access to the **Helpline Services** listed below during offices hours. Please note that in some cases, depending on the type of advice required and time of call, a call back may need to be arranged.

If **you** need to use the **Helpline Services**, please have ready **your** policy number or the name of the organisation who sold **you** this insurance.

To help **us** monitor and improve service standards, all calls are recorded, other than those to the **Counselling Helpline**.

Personal Legal Advice Helpline

Provides **you** with confidential telephone legal advice on personal legal matters subject to the laws of the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

To use the personal legal advice helpline, please call **0345 548 1101**.

Personal Tax Advice Helpline

Provides **you** with confidential telephone advice on personal tax matters subject to the laws of the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

To use the personal tax advice helpline, please call **0345 548 1101**.

Counselling Helpline

Provides **you** with a confidential telephone counselling service on matters causing **you** distress. This includes onward referral to relevant voluntary or professional services who may be able to provide further support.

Access to the telephone counselling helpline is covered by this insurance. However, any costs incurred in using these onward referral services are not covered.

To use the counselling helpline, please call **0345 548 1101**.

Using the **Helpline Services**, where obtaining legal or tax advice, does not constitute notification of a claim. Please refer to the **What to do if you need to make a claim** section described on **page 5**.

We cannot be held responsible if any of the **Helpline Services** become unavailable for reasons outside of **our** control.

What to do if you need to make a claim

If **you** are involved in a legal dispute relating to **your insured property** which cannot be resolved by using **our Helpline Services** and needs to be reported as a claim under this insurance, please phone **our** dedicated claims reporting line on **0345 548 1101** which is open during office hours. All calls are recorded for training purposes.

Please have ready **your** policy number or the name of the organisation who sold **you** this insurance.

Please note the following important information:

- a) **You** must report **your** claim to **us** on **0345 548 1101** as soon as **you** become aware of any circumstances which could give rise to a claim under this insurance. **Any claim relating to unpaid rent must be reported to us within 60 days of the rent becoming due and payable.**
- b) In cases where rent arrears have accrued, **you** must agree to **our appointed adviser** taking all appropriate steps to negotiate the rent arrears with the defaulting **tenant** or any applicable guarantor before a notice of eviction is served upon the **tenant** to quit the **insured property** (*please note this is a condition for cover to subsequently apply under **insured incident 2 – Rent Guarantee***).
- c) Be ready to provide as much information concerning the claim as possible. This may include copies of tenancy agreements or agreements entered into with other parties, names and addresses of all parties involved, the deeds to **your insured property** and contact details of any witnesses. **We** may also ask **you** to provide other information relevant to the claim as part of its assessment which may involve completing a claims form.
- d) This is a claims made insurance which means that claims must be notified to **us** during **your period of insurance**. If **your** policy expires and **your** claim is reported more than 14 days after the expiry date, **we** will not be able to assist with the claim.
- e) **We** will not provide cover if the circumstances giving rise to a claim exist before the start date of this insurance (please refer to **General exclusions applying to the whole policy 1**).
- f) Under no circumstances should **you** instruct **your** own lawyer, accountant or legal representative or incur any costs before The **Insurer** has accepted the claim as the **insurer** will not pay any costs incurred without their agreement. Unless it is necessary to start legal proceedings (starting an action in a court to settle a dispute) or if there is a conflict of interest (where **our** chosen **appointed adviser** cannot act for **you** as to do so would breach their professional code of conduct), **we** will appoint **our** own **appointed adviser** to act on **your** behalf if the **Insurer** accepts **your** claim.
- g) Once all relevant information has been received, **your** claim will be assessed and **we** will let **you** know if **we** can help. Please note that **reasonable prospects of success** must be present throughout the duration of any claim and cover could be withdrawn if at any stage **reasonable prospects of success** no longer exist which could be as a result of new information emerging regarding the claim or as legal arguments develop.
- h) If the **Insurer** is unable to cover **your** claim, then **we** will explain the reasons why and discuss any other available methods (which may be at **your** expense) to help achieve a successful outcome.

Meaning of words and terms

The following words or phrases have the same meaning wherever they appear in this policy document:

adviser's costs and expenses	<p>a) Reasonable and necessary costs, fees and disbursements chargeable by the appointed adviser which have been agreed by us in accordance with our standard adviser's terms of appointment.</p> <p>b) Costs and disbursements incurred by the other party in civil cases if you are ordered to pay them or pay them with our agreement.</p>
appointed adviser	The law firm, accountant or other suitably qualified person appointed by us to act on your behalf, under the terms and conditions of this insurance and in accordance with our standard adviser's terms of appointment .
insured incident	An incident or event or the first in a series of incidents or events, arising at the same time or from the same originating cause, which leads to a claim under this insurance and where we have agreed to provide cover under the terms and conditions of this insurance.
insured property	The property specified in your schedule which is: <ul style="list-style-type: none"> a) occupied for residential purposes; b) located in the territorial limit; and c) let under a tenancy agreement.
insurer	Davies Insurance Limited for and on behalf of C&C International, Continental Building, 25 Church Street, Hamilton, HM 11, Bermuda.
limit of indemnity	The most the insurer will pay for any one insured incident (including any subsequent appeal agreed by The Insurer).
period of insurance	The period of time covered by this policy as shown in your policy schedule and any further period(s) this insurance is renewed for.
reasonable prospects of success	<p>For each insured incident there must always be more than a 50% chance that you will:</p> <ul style="list-style-type: none"> a) recover any losses or damages; b) successfully defend a claim or prosecution; c) succeed in reducing a sentence, penalty or a fine if you plead guilty in a criminal prosecution; d) succeed in enforcing a judgment or obtaining a legal remedy which we have agreed to; or e) make a successful appeal or defence of an appeal. <p>In all cases we or a suitably qualified expert acting on our behalf will assess whether reasonable prospects of success exist. This assessment will also take into account whether a reasonable person would wish to pursue such a dispute if this insurance was not in force.</p>
standard adviser's terms of appointment	A separate agreement we require an appointed adviser to enter into with us . This agreement sets out the appointed adviser's responsibilities and the amounts the insurer will pay the appointed adviser in respect of an insured incident .
tenancy agreement	<p>A written legally binding agreement, containing an enforceable termination clause, between you and the tenant to occupy your insured property:</p> <ul style="list-style-type: none"> a) which is let under an assured shorthold tenancy, a short assured tenancy or an assured tenancy as defined by the Housing Act 1988 (updated and amended by the Housing Act 1996) or the Housing (Scotland) Act 1988 or a private residential tenancy (as defined in the Private Housing (Tenancies) (Scotland) Act 2016); or b) which is let under the Private Tenancies (Northern Ireland) Order 2006; or c) which is let to a limited company or business partnership for residential use by their employees; or d) where you permanently live at your insured property. <p>For the avoidance of doubt, this <i>does not</i> cover an agreement between the tenant and another party to sublet the insured property.</p>

Meaning of words and terms (continued)

Tenant	The person(s) or business named in the tenancy agreement who occupies or has occupied your insured property .
territorial limit	The United Kingdom of Great Britain and Northern Ireland.
vacant possession	The date on which your insured property is surrendered by the tenant either by returning the keys, abandoning your insured property or when the tenant is evicted from your insured property through a court process.
we, us, our	the insurer .
you, your	The person named in the policy schedule who has purchased this insurance, or any person acting on their behalf to manage the letting of your insured property .

Insured incidents

Insured incident 1 – Repossession

What you are covered for	What you are not covered for
<p>Adviser's costs and expenses to pursue your legal rights to gain vacant possession of your insured property from the tenant.</p> <p>Please note that:</p> <p>(i) you must have given the tenant the correct notices required to obtain vacant possession of your insured property and you must have complied with statutory legislation relating to the letting of your insured property;</p> <p>(ii) where your insured property is subject to any mandatory, selective or additional licence scheme, a current and valid licence must have been issued by the relevant authority and you must have complied with the terms and conditions of that licence.</p>	

Insured incident 2 – Rent Guarantee

What you are covered for	What you are not covered for
<p>Where the Insurer has accepted your claim under insured incident 1 Repossession, the insurer will pay:</p> <p>a) unpaid rent which is due to you under the terms of a tenancy agreement for the maximum duration as shown in your policy schedule (this will be either six or twelve months) whilst you are trying to obtain vacant possession of your insured property;</p> <p>b) 50% of the monthly rent that would have been due to you for a maximum of three months or until your insured property is ready to be re-let, whichever happens sooner, if you are not able to re-let your insured property immediately once vacant possession has been obtained due to damage or neglect caused by the former tenant.</p>	<p>Any rental payments once vacant possession has been obtained other than in the circumstances described in b) where your insured property cannot immediately be re-let due to damage or neglect caused by the former tenant.</p>

Please note that:

- (i) in cases where rent arrears have accrued, **you** must have agreed to **our appointed adviser** taking all appropriate steps to negotiate the rent arrears with the defaulting **tenant** or any applicable guarantor before a notice of eviction is served upon the **tenant** to quit the **insured property**. Where **you** do not agree to this course of action, no rent arrears will be payable under the terms of this insurance;
- (ii) before the **tenancy agreement** starts, **you** must have obtained a satisfactory reference for each **tenant** (or their guarantor) from a licensed tenant referencing agency which includes the following:
 - a written reference from a landlord or managing agent if the **tenant** currently or has previously rented a property confirming no instances of rent arrears or neglect at that property;
 - a written reference from a current employer which confirms gross annual salary and a permanent employment status (if the **tenant** or guarantor is self-employed, proof of income for the last 12 months must be provided by their accountant or legal representative);
 - confirmation that the **tenant's** (or their guarantor's) gross annual salary or income is at least 30 times the proposed monthly rent;
 - a credit history check confirming an acceptable risk or credit score which reveals no County Court Judgments, bankruptcies or adverse financial features;
- (iii) before the **tenancy agreement** starts, **you** must have taken a detailed inventory of **your insured property's** condition and contents which has been agreed and signed by the **tenant**;
- (iv) **you** must have kept clear and up-to-date rental records;
- (v) **The Insurer** will be entitled to recover any rent arrears that can be deducted from the deposit paid by the **tenant** (this will apply to the remaining balance of the deposit after any deductions have been made for dilapidations).

Insured incident 3 – Rent Recovery

What you are covered for	What you are not covered for
<p>Adviser's costs and expenses to pursue your tenant to recover rent they owe to you under the terms of the tenancy agreement.</p> <p>Please note that the rent must have been overdue for at least one calendar month.</p>	

Insured incident 4 – Alternative Accommodation and Storage Costs

What you are covered for	What you are not covered for
<p>Where the tenancy agreement has ended and you are seeking vacant possession of your insured property under a claim covered by this insurance, the insurer will pay up to:</p> <ul style="list-style-type: none">a) £175 (including VAT) per day for a maximum period of 30 days towards the costs of alternative accommodation; and/orb) £15 (including VAT) per day for a maximum period of 30 days towards the cost of storing your personal possessions. <p>Please note that the insurer will only be liable for these payments if you intend to live in your insured property once vacant possession is obtained and you have no other suitable accommodation available during this period.</p>	

Insured incident 5 – Damage to Your Property

What you are covered for	What you are not covered for
<p>Adviser’s costs and expenses to pursue your legal rights against the tenant or any other party following an event where that tenant or other party has caused direct physical damage to your insured property, including its contents.</p> <p><i>Please note that:</i></p> <ul style="list-style-type: none"> (i) the amount in dispute must be more than £500; (ii) where the claim is against a tenant, before the tenancy agreement starts, you must have taken a detailed inventory of your insured property’s condition and contents which has been agreed and signed by the tenant. 	<p>Any claim arising from a contract you have entered into (other than the tenancy agreement where the claim is against the tenant).</p>

Insured incident 6 – Nuisance and Trespass

What you are covered for	What you are not covered for
<p>a) Nuisance</p> <p>Adviser’s costs and expenses to pursue your legal rights in a dispute with a third party (who is not your tenant) relating to a legal nuisance which interferes with the use, enjoyment or right over your insured property.</p> <p><i>Please note that</i> where the claim relates to a dispute over the boundary of your insured property, you must be able to supply us with proof of where that boundary lies.</p> <p>b) Trespass</p> <p>Adviser’s costs and expenses to pursue your legal rights to evict anyone who is not your current or former tenant from your insured property.</p> <p><i>Please note that</i> in England, Wales and Scotland, squatting in a residential property is a criminal offence and in such circumstances you should first contact the Police for assistance.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> (i) compulsory purchase orders, repossession or planning permissions, building regulations or restrictions or controls placed on your insured property by any government, public or local authority; (ii) any work carried out by, or under the order of, government or public or local authorities or their contractors.

Insured incident 7 – Defence of Criminal Prosecutions

What you are covered for	What you are not covered for
<p>Adviser’s costs and expenses to defend your legal rights following an event which arises from the letting of your insured property which leads to:</p> <ul style="list-style-type: none"> a) Pre-charge you being interviewed by the Police or other authority with the powers to prosecute where you are suspected of committing a criminal offence; b) Criminal prosecutions you being prosecuted in a criminal court. 	<p>Any investigation conducted by or on behalf of HMRC (<i>this exclusion applies to Insured incident 7 a) Pre-charge only</i>).</p>

Insured incident 8 – Contract Disputes

What you are covered for	What you are not covered for
<p>Adviser's costs and expenses to pursue or defend a dispute arising from a breach or alleged breach of a contract entered into by you for the buying or hiring in of goods relating to your insured property, or the buying or hiring in of services relating to the repair, maintenance or renovation of your insured property.</p> <p><i>Please note that the amount in dispute must exceed £100 (including VAT).</i></p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> (i) construction work on any land, or design, conversion or extension to your insured property where the value of the contract is more than £7,500 (including VAT); (ii) disputes over pensions, savings, investments, loans, mortgages, borrowing or any other arrangement you have with a bank, building society or supplier of credit; (iii) your tenancy agreement; (iv) the purchase or sale of your insured property; (v) disputes over the amount of money or compensation payable in respect of a claim under any insurance policy.

Insured incident 9 – Tax Enquiries

What you are covered for	What you are not covered for
<p>Adviser's costs and expenses to represent you in an HMRC investigation into the whole or particular features of your personal tax affairs.</p> <p><i>Please note that all tax returns and any supplementary information given must be complete and correct and submitted within the specified deadlines.</i></p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> (i) business tax affairs or where you are self-employed, a sole-trader or in a business partnership; (ii) tax avoidance schemes; (iii) investigations conducted by HMRC's Specialist Investigations Unit or any investigation into alleged criminal activity, fraud or dishonesty arising from your tax affairs.

Insured incident 10 – Witness Expenses

What you are covered for	What you are not covered for
<p>The insurer will pay your lost salary or wages for time taken off work to attend a court or tribunal at the request of an appointed adviser in respect of an insured incident under this policy.</p> <p><i>Please note that the insurer will only pay sums which cannot be recovered from the relevant court, tribunal or any other party.</i></p>	<p>Any claim where you cannot provide evidence of the extent of your lost salary or wages.</p>

General exclusions applying to the whole policy

There is no cover for:

1) Claims arising before this insurance started

Any event or dispute which **you** were aware of, or should reasonably have been aware of, which could give rise to a claim under this insurance and existed or happened before this insurance first started.

2) Tenancy agreements commencing before this insurance started

Any disagreement with the **tenant** which arises within the first 90 days of the first **period of insurance** where the **tenancy agreement** commenced before the first **period of insurance** (this exclusion does not apply if **you** had continuous equivalent insurance with another provider which expired immediately before this insurance started).

3) Costs incurred and legal action the Insurer has not authorised

a) Any **adviser's costs and expenses** or other costs incurred:

(i) before the Insurer has accepted a claim; and/or

(ii) which the Insurer has not authorised in advance.

b) Any action taken by **you** which **we** or the **appointed adviser** have not agreed to.

4) Fines and court awards

a) Fines, compensation, damages or penalties awarded against **you**.

b) Any costs **you** are ordered to pay by a court of criminal jurisdiction.

5) Wilful acts

Any claim resulting from an act which is wilfully carried out and the outcome of which is consciously intended by **you**.

6) Judicial Review and challenges to legislation

a) Judicial Reviews (reviewing the way a decision has been made by a government authority, local authority or other public body), coroner's inquests or Fatal Accident Inquiries.

b) Any challenges to current or proposed legislation.

7) Freehold, leasehold and rent reviews or assessments

Any claim relating to:

a) purchasing a freehold or extending a leasehold;

b) registering, reviewing or assessing rents or matters relating to Land Tribunals, Leasehold Valuation Tribunals, Rent Tribunals or Rent Assessment Committees.

8) Disputes with us, the insurer or the appointed adviser

Any claim made against **us**, the **insurer** or the **appointed adviser** (please also refer to **General conditions applying to the whole policy 9**).

9) War, terrorism, radioactive contamination and pressure waves

Any claim resulting directly or indirectly from or in connection with:

a) war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;

b) ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;

c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;

d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

General conditions applying to the whole policy

You must keep to these conditions as failure to do so may lead to the Insurer refusing a claim, withdrawing from a claim or cancelling this insurance (please refer to **condition 11**).

1) Your obligations

You must:

- a) keep to the terms and conditions of this policy;
- b) take all reasonable precautions to prevent or minimise the risk of a claim occurring under this policy and to avoid incurring any unnecessary costs; and
- c) supply **us** with honest and accurate information when asked to do so.

2) Appointment of an appointed adviser

- a) If the Insurer accepts **your** claim, **we** will appoint an **appointed adviser** who may be able to negotiate settlement before or without the need for court action.
- b) If **your** claim cannot be settled by negotiation and it becomes necessary for legal proceedings to be issued (starting an action in court to settle a dispute), or if a conflict of interest arises (where **our** chosen **appointed adviser** cannot act for **you** as to do so would breach their professional code of conduct), **you** are free to nominate a law firm or suitably qualified representative to act as the **appointed adviser**.
- c) Any law firm or suitably qualified representative nominated by **you** must agree to represent **you** in accordance with **our standard adviser's terms of appointment** (which are available on request) and the most the **insurer** will pay is no more than the amount the **insurer** would have paid to **our** own choice of **appointed adviser**.

3) Conduct of the claim

a) **You** must:

- (i) co-operate fully with **us** and the **appointed adviser** and provide any relevant information, documentation and evidence in connection with a claim when asked to do so; and
- (ii) keep **us** and the **appointed adviser** fully informed of any developments and instruct the **appointed adviser** to provide **us** with any information **we** ask for.

b) **You** must not:

- (i) act in any way which obstructs **us** or the **appointed adviser** or hinders the progress of a claim; and
- (ii) incur any **adviser's costs and expenses** or any other costs or amounts without **our** consent.

c) **We** or the **insurer** can:

- (i) contact the **appointed adviser** at any time and have access to all documents and information regarding **your** claim;
- (ii) withdraw funding for a claim and pursue **you** to recover **adviser's costs and expenses** or other costs or amounts already paid, if **you** pursue or withdraw from that claim without **our** consent or fail to pass on any instructions to the **appointed adviser**;
- (iii) withdraw funding for a claim if **you** dismiss the **appointed adviser** without **our** consent and there is no valid cause to do so, or if the **appointed adviser** refuses to continue acting for **you** with **our** consent and there is valid cause to do so; and
- (iv) withdraw funding for a claim if at any time **we** believe **reasonable prospects of success** are no longer present. The **insurer** will still pay any **adviser's costs and expenses** or other costs or amounts the **Insurer** has agreed to, prior to **reasonable prospects of success** no longer being present.

4) Claims settlement

- a) **You** must tell **us** immediately an offer to settle a claim is received and must not enter negotiations to settle a claim without **our** prior consent.
- b) If **you** refuse a fair and reasonable offer to settle a claim, the Insurer will be entitled to withdraw funding for that claim and the **insurer** will pay no further **adviser's costs and expenses** or other costs or amounts.
- c) The **insurer** or **we** may decide to settle a claim by i paying the reasonable value of that claim instead of pursuing, defending or continuing with any action in court. In such cases **we** may decide to pursue the other party for the amount the **insurer** has paid to **you** and **you** must allow **us** to take over and continue the claim in **your** name and provide **us** with any information in support of this action.

5) Costs recovery and assessment of costs

You must:

- a) take all reasonable steps to recover **adviser's costs and expenses** or other costs or amounts and pay such sums recovered to the **insurer**;
- b) tell the **appointed adviser** to have **adviser's costs and expenses** taxed, assessed and audited and/or have their claims file audited by **us**, if **we** ask for this. If it is established that **adviser's costs and expenses** or any

other costs have been billed which have not been agreed by **us**, the **insurer** reserves the right to refuse to pay these unauthorised costs.

6) **Appealing the outcome of a claim**

Appeals regarding the outcome of an **insured incident**, either made by or against **you**, must be notified to **us** as soon as possible and within 10 days of the deadline for any appeal. **Reasonable prospects of success** must still be present in order for an appeal to be considered.

7) **Other insurance and apportionment of costs**

If any **adviser's costs and expenses** or other costs or amounts covered by this insurance are also covered under an alternative insurance policy, or would have been covered if this insurance did not exist, the **insurer** will only pay their share of these costs.

8) **Obtaining a legal opinion**

We may require **you**, at **your** own expense, to obtain an independent opinion from a barrister or other expert agreed between **you** and **us** over a claim's merits, financial value or **reasonable prospects of success**. If the opinion supports **you** and there are clear merits in proceeding with that claim, the costs incurred by **you** in seeking that opinion will be reimbursed.

9) **Disputes with us**

If there is a dispute between **you** and **us** over this policy, which cannot be resolved through **our** internal complaints handling process, **you** are entitled to seek a resolution through the Financial Ombudsman Service as long as **you** are eligible to complain.

Where the Financial Ombudsman Service cannot deal with that complaint, the dispute shall be referred to arbitration which is a formal and binding process where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The arbitrator will be chosen jointly by **you** and **us**. If **we** are not able to agree on the appointment of an arbitrator with **you**, the President of the Chartered Institute of Arbitrators will decide.

The decision of the appointed arbitrator is binding and the arbitrator may require **you** or the **insurer** to pay the costs.

10) **Your cancellation rights**

a) **Cooling-off period**

You can cancel this insurance, without giving any reason, within 14 days of its start date or within 14 days of receiving **your** policy documents, whichever is later.

If **you** wish to exercise this right, **you** must notify the person who sold **you** this insurance. **You** will be entitled to a full refund of premium paid as long as **you** have not made a claim under this insurance during the current **period of insurance**.

b) **Outside the cooling-off period**

You can cancel this insurance at any other time, subject to providing the person who sold **you** this insurance with 7 days' notice. As long as **you** have not made a claim under this insurance during the current **period of insurance** and subject to the terms of business between **you** and the person who sold **you** this insurance, **you** may be entitled to a partial refund of premium.

In the event of cancellation, the person who sold **you** this insurance may apply an administration charge. Please contact them for more information on any charges applied.

11) **Our cancellation rights**

a) **General**

The **insurer** can cancel this insurance at any time, where there is a valid reason to do so, subject to providing **you** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

(i) **you** have failed to co-operate with **us** or the **appointed adviser** and this failure has significantly hindered **our** ability to deal with a claim or administer this insurance; and/or

(ii) a premium payment is due or a costs recovery is still outstanding by the end of the final deadline notified to **you**.

b) **Fraudulent or dishonest claims**

If **we** have evidence that **you** have made a fraudulent, dishonest or exaggerated claim, or have deliberately misled **us** or the **appointed adviser** when presenting relevant information in support of a claim, The **insurer** reserves the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from **you** any **adviser's costs and expenses** or other costs or amounts already paid in respect of that claim, which the **insurer** otherwise would not have paid. The **Insurer** will also not refund any premium paid by **you**.

If fraudulent activity or false or inaccurate information is identified, **we** may, at **our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

12) Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

13) Choice of law and Acts of Parliament

- a) Unless otherwise agreed by **us** in writing, this insurance is governed by the laws applying to England and Wales.
- b) Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include equivalent legislation in Scotland and Northern Ireland and shall also include any subsequent amending or replacement legislation.

General information

The insurer

This insurance is underwritten by Davies Insurance Limited for and on behalf of C&C International, Continental Building, 25 Church Street, Hamilton, HM 11, Bermuda.

The Financial Services Compensation Scheme

This insurance is covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme if this insurance cannot meet its obligations. This will depend on the circumstances of the claim.

Further information about the compensation scheme arrangements can be found on the FSCS website at www.fscs.org.uk

Davies Insurance Limited for & on behalf of C&C International Privacy and your Personal Information

Use of personal information:

If **you** have any concerns about how **your personal** data is being collected and processed, or wish to exercise any of **your** rights detailed in our Privacy Notice, please contact C&C International Data Protection Officer at: -

Email: complaints@city-and.com

Phone: **03333 447 987**

Davies Insurance Limited for and on behalf of C&C International and the appointed administrator and manager, Infinity Risks Limited and the appointed claims adviser are the data controller (as defined by the UK Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) in respect of this contract of insurance. C&C International may obtain, collect and process **your** Personal information for the purposes of entering into and to perform our insurance contract with **you**.

For full details of what data C&C International collect about **you**, how C&C International Use it, who they share it with, how long they keep it and **your** rights relating to **your** Personal data, please refer to C&C International Privacy Notice which is available on the following Website at:

Website: www.cityandcommercial.com

If **You** do not have access to the Internet, please write to the C&C International Data Protection Officer (at the address shown below) with **your** name and address and a copy will be sent to **you** in the post.

In summary, C&C International may, as part of agreement with **you** under this contract, collect Personal information about **you** including: -

Name, address, contact details, date of birth and cover required

Financial information such as previous credit history, bank details

Details of any previous insurance claims.

Information for Employers' Liability Database record (if Employers' Liability insurance is included)

C&C International may also collect sensitive Personal information about **you**, and any additional people who **you** wish to be **insured** under the **policy**, including detailed medical records about the illness and treatment rendered for curing the same to validate the claim.

C&C International collect and process **your** Personal information for the purpose of insurance and claims administration.

Telephone calls may be monitored and recorded, and the recordings used for fraud prevention and detection, training and quality control purposes.

Your Personal information may be shared with third parties which supply services to us or which process information on our behalf (for example, **premium** collection and claims validation, or for communication purposes related to **your** cover). C&C International will ensure that they keep **your** information secure and do not use it for purposes other than those that they have specified in their Privacy Notice.

Some third parties that process **your** data on our behalf may do so outside of the European Economic Area (“EEA”). Where such transfers occur, we ensure that they do not occur without our prior written authority and that an appropriate transfer agreement is put in place to protect **your** personal information to an equivalent standard to that found in the EEA. C&C International will keep **your** Personal information only for as long as they believe is necessary to fulfil the purposes for which the Personal information was collected (including for the purpose of meeting any legal obligations).

C&C International will share **your** information if we are required to by law. C&C International may share **your** information with enforcement authorities if they ask us to, or with a third party in the context of actual or threatened legal proceedings, provided we can do so without breaching data protection laws.

What to do if you have a complaint relating to the administration or sale of this insurance

We are committed to providing **you** with excellent customer service, but **we** accept that occasionally things go wrong.

We take all complaints seriously and have a commitment across **our** business to treat all customers fairly. Where **we** have made a mistake, **we** want to put things right quickly.

Complaints relating to the administration or sale of this insurance:

If **your** complaint is about the administration or sale of this insurance please contact the person who sold you this policy.

As soon as a complaint is received:

All complaints will be acknowledged in writing within five business days of receipt. If the complaint can be resolved within five business days, their letter will also outline the result of their investigation.

If their investigation is not resolved within five business days, they will aim to respond within four weeks of receiving the complaint.

If the complaint is about another party, such as a law firm who is acting for **you**, **we** will refer details of the complaint to that other party and confirm this course of action to **you** in writing.

After the person who sold you this policy has investigated the complaint:

They will write to **you** immediately notifying **you** of the outcome of their investigation. They will also advise that if **you** are not satisfied with the outcome, **you** may refer the matter to the Financial Ombudsman Service within the next six months*.

If they cannot resolve the complaint within 4 weeks:

They will write to **you** and inform **you** that their investigation is continuing, giving the reasons for the delay and a date by which they expect to be able to contact **you** again.

If they cannot resolve the complaint within 8 weeks:

They will inform **you** of the reasons for the further delay and advise that if **you** are not satisfied with their progress then **you** may refer the complaint to the Financial Ombudsman Service within the next six months*.

*If **you** do not refer **your** complaint within the six month period, they will not permit the Financial Ombudsman Service to consider **your** complaint and will only be able to do so in very limited circumstances such as where they believe that the delay in notifying **your** complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted:

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

Phone: **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones)

Post: **Financial Ombudsman Service, Exchange Tower, London E14 9SR**

You can also visit www.financial-ombudsman.org.uk and follow the guidelines on how to complain and to also check their eligibility criteria.

Complaints relating to a claim or the policy coverage

If Your complaint relates to the **policy** coverage or how a claim has been handled, **you** should refer **your** complaint to C&C International using the contact details below, quoting **your policy** number to:

The Compliance Director, C&C International.

Davies Insurance Limited for and on behalf of C&C International, Continental Building, 25 Church Street, Hamilton, HM 11, Bermuda

Telephone: **03333 447 987**

Email: complaints@cityandcommercial.com

C&C International Compliance Officer will acknowledge the complaint. We aim to resolve **your** concerns within three **working days** but if we are unable to do so we will confirm to **you** in writing that we have received **your** complaint within five **working days** and we will advise **you** of the Person who will be dealing with the complaint, and when **you** can expect to receive a detailed response. The Person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.

Your complaint will be thoroughly investigated, and we will respond to it as soon as possible. Within eight weeks we will provide a final response to **your** complaint in writing or, if it is not possible to respond within that time, we will inform **you** in writing within twenty business Days, why we have been unable to resolve the complaint within that time, why we need more time to do so and when **you** can expect to receive our final response.

If we have not completed our investigation, within eight Weeks after the complaint was made, we will write to **you** and explain why there is a further delay. We will also confirm when we expect to issue our final response and advise **you** that **you** may be eligible to refer the complaint to the Financial Ombudsman Service, if **you** are dissatisfied with the delay.

Where **you** are eligible to refer **your** complaint to the Financial Ombudsman Service **you** have the right to do so free of charge, but **you** must do so within six months of the date of our final response. If **you** do not refer **your** complaint in time, the Financial Ombudsman will not have our permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

If **you** are dissatisfied with the response **you** receive in relation to **your** complaint or **your** complaint is not resolved within 8 Weeks, **you** have the right to refer **your** complaint to the

Their address is: Bermuda Ombudsman, Suite 102, 14 Dundonald Street, West Hamilton, HM 09 Bermuda

Telephone: **0441 296-6541**

Email: info@ombudsman.bm

Website: <http://www.ombudsman.bm/>

Important: This complaints notification procedure does not affect your right to take legal action.