



# LANDLORD RENTAL PROPERTY

INSURANCE POLICY  
Your policy explained

Version 1.0

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# WELCOME

## THANK YOU FOR CHOOSING HAVEN INSURANCE.

This policy booklet explains everything You will need to know about Your Landlord Rental Property Insurance cover.

**This policy and any policy Schedule, statement of fact & Endorsements should be read as if they are one document.**

## Making sure You have the right cover

### **Getting Your re-building sum insured correct.**

Make sure You insure Your Rental Property for the re-build cost, not the market value. Your sum insured should be the cost of rebuilding Your Rental Property from scratch. It is usually, but not always, lower than the market value of Your Rental Property. Remember, the cost of rebuilding Your Rental Property may increase over the years. If You are not sure You have the correct rebuild cost there are a number of ways in which You can estimate this. If You have recently purchased Your Rental Property, an up to date rebuild cost will be on Your deeds or survey. You can also use a rebuild calculator online by visiting the ABI website (Association of British Insurers). A professional chartered surveyor can also help You.

If You add an extension to Your Rental Property You will need to re-evaluate Your rebuild cost and let Us or Your Agent know.

**Remember to review Your re-build cost at each renewal.**

### **OUR PART OF THE CONTRACT:**

Under this contract We will provide the cover shown in the policy wording, for the sections shown in Your Schedule for the Period of Insurance.

# Useful numbers You may need

**WHEN YOU CALL US, YOUR AGENT, THE RENTAL PROPERTY EMERGENCY LINE OR THE CLAIMS LINE YOU WILL NEED TO HAVE YOUR POLICY NUMBER AVAILABLE.**

To make any changes or amendments to Your policy, please contact Us or Your Agent.

To make a claim under the Rental Property buildings and/or the Landlord Contents section of Your policy please call **0330 331 0747**.

Your claim will be dealt with by Ryan Direct Group who will be on hand to assist You as swiftly and efficiently as possible.

To make a claim under the Residential Landlords' Emergency Solutions section of Your policy please call **0330 303 1440**.

# Definitions

## **Accidental Damage/Breakage**

Damage that is sudden, unforeseen, unexpected, not caused on purpose or not as a result of wear and tear, breakdown or malfunction.

## **ARAG**

Your Residential Landlords' Emergency Solutions cover provider.

## **“Cooling-Off” Period**

14 days from the date cover commences.

## **Data Protection Legislation**

Means (i) unless and until the General Data Protection Regulation (“GDPR”) is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

## **Endorsement**

A change in the terms and conditions of Your policy that can extend or restrict cover.

## **Excess**

The amount payable by You for every claim made under each section shown in Your Schedule.

## **Heave**

The upward or sideways movement of the ground supporting Your Rental Property.

## **Landlord Contents**

White goods, carpets, curtains & blinds, utensils and domestic appliances belonging to You or for which You are responsible as landlord.

Please note Landlord Contents excludes anything belonging to a Tenant.

## **Landslip**

Downward movement of sloping ground.

## **No Claims Discount**

The amount by which Your premium is reduced to reflect the lack of claims recorded in Your claims history.

**Period of Insurance**

The period during which You have insurance cover. This is shown on Your policy Schedule.

**Rental Property**

The residential Rental Property which is owned by You, built on a permanent foundation and used for residential purposes by the Tenant, located within the residential boundaries at the insured address shown on the policy Schedule. Your Rental Property includes any garages, permanent fixtures and fittings, solar panels, patios, terraces, footpaths, drives, walls, gates and hedges, swimming pools, tennis courts, fixed hot tubs, jacuzzis, fixed fuel tanks, septic tanks, statue and fountains permanently fixed to the ground on the land belonging to Your Rental Property.

**Schedule**

The document which gives details of Your cover.

**Settlement**

Downward movement of the ground being compressed by the weight of the Rental Property.

**Subsidence**

Downward movement of the ground beneath the Rental Property by a cause other than the weight of the Rental Property itself.

**Substance Misuse**

Mis-use of any mind-altering substance, such as drugs or alcohol.

**Tenancy Agreement**

A written agreement between You and Your Tenant which states each of the following;

1. The address of the Rental Property,
2. The rental period, and
3. The rent payable per month.

**Tenant**

Any person who is party to a Tenancy Agreement with You.

**Terrorism**

Any act deemed by the United Kingdom government to be an act of Terrorism following the interpretation set out in part 1 of the Terrorism Act 2000.

**Unoccupied**

Your landlord Rental Property which is empty or not in use by the Tenant for more than 30 consecutive days.

**We/Us/Our**

Haven Insurance Company Limited.

**Your Agent**

Your broker or other intermediary through whom You take out this insurance.

**You/Your**

The person named on the Schedule.



# Your Rental Property buildings cover

This section is only included if shown in Your Schedule.

## YOU ARE COVERED FOR:

### Fire, lightning, explosion, earthquake and smoke damage.

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Damage caused by smoke from an external source.
4. Damage caused by cigarette or cigar burns, scorches, melting or warping unless accompanied by flames.
5. All policy exclusions on pages 24-26.

### Flood.

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Damage caused by a rise in the water table (the level below which the ground is completely saturated with water).
4. Damage to fences, hedges and gates.
5. Loss or damage caused by Subsidence, Heave or Landslip other than as covered under the Subsidence section of this policy.
6. Loss or damage to swimming pools, fixed hot tubs, jacuzzis, tennis courts, drives, patios or terraces.
7. Loss or damage whilst Your Rental Property is Unoccupied.
8. All policy exclusions on pages 24-26.

### Storm or weight of snow.

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Damage to fences, hedges and gates.
4. Loss or damage to domestic fixed fuel tanks in the open, swimming pools, fixed hot tubs, jacuzzis, tennis courts, drives, patios or terraces.
5. Loss or damage whilst Your Rental Property is Unoccupied.
6. All policy exclusions on pages 24-26.

### Escape of water from washing machines, dishwashers, fixed water or fixed heating systems, freezing of water and the cost of tracing and accessing the cause.

**Increased metered water charges up to a maximum of £1,000 You have to pay following a claim under this peril.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Where the escape of water causes, or was caused by, Subsidence, Heave or Landslip on the land belonging to the Rental Property.
4. Loss or damage whilst Your Rental Property is Unoccupied.
5. Loss or damage to domestic fixed fuel oil tanks, appliances, swimming pool, fixed jacuzzis and hot tubs.
6. Loss or damage caused by failure of or lack of sealant or grout.
7. All policy exclusions on pages 24-26.



**Escape of oil from a fixed domestic heating system and the cost of tracing and accessing the cause, including the cost of replacing the lost oil up to a maximum of £1,000 following a claim under this peril.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Damage whilst Your Rental Property is Unoccupied.
4. Damage to the appliance or system from which the oil escapes.
5. All policy exclusions on pages 24-26.

**Theft or attempted theft.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Loss or damage whilst Your Rental Property is Unoccupied.
4. Loss or damage contributed to, or caused by Your Tenant.
5. All policy exclusions on pages 24-26.

**Riot, civil commotion, violent disorder, strike and labour disturbance.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Loss or damage whilst Your Rental Property is Unoccupied.
4. All policy exclusions on pages 24-26.

**Vandalism and malicious acts.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Loss or damage whilst Your Rental Property is Unoccupied.
4. Loss or damage caused by persons other than the Tenant lawfully in the Rental Property.
5. All policy exclusions on pages 24-26.

**Impact by any vehicle, train, animal, aircraft, aerial device, or anything dropped from them, falling trees or branches, lamp posts, telegraph poles or pylons.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Loss or damage caused by trees being cut down or cut back within the premises.
4. Loss or damage to fences, hedges and gates.
5. Damage caused by domestic pets, birds or vermin.
6. Loss or damage whilst Your Rental Property is Unoccupied.
7. All policy exclusions on pages 24-26.

**Subsidence, Landslip or Heave on the land on which the Rental Property stands.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Loss or damage to swimming pools, tennis courts, patios, terraces, driveways, footpaths, walls, fences, hedges, gates, garden ponds, statues and fountains permanently fixed to the ground, unless affected at the same time by the same event.
4. Loss or damage to solid floors, unless the walls of the Rental Property are damaged at the same time by the same event.
5. Damage caused by Settlement, shrinkage, expansion or any deterioration of the Rental Property.
6. Damage caused by coastal or riverbank erosion.
7. Damage whilst the Rental Property is undergoing any structural repairs, alterations or extensions.

8. Loss or damage which compensation has been provided for, or would have been but for the existence of this insurance under any contract or guarantee by law.
9. Loss or damage whilst Your Rental Property is Unoccupied.
10. All policy exclusions on pages 24-26.

**Standard Accidental Damage to underground water supply pipes, sewers, drains, septic tanks, gas pipes, cables and domestic oil pipes which provide a service to and from Your Rental Property and for which You are legally responsible.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Damage whilst Your Rental Property is Unoccupied.
4. Damage caused by escape of water which results in Subsidence, movement, Settlement, or shrinkage of any part of the Rental Property, or the land belonging to the Rental Property.
5. All policy exclusions on pages 24-26.

**Standard Accidental Breakage to fixed glass and double glazing, sanitary ware, ceramic hobs and solar panels that all form part of Your Rental Property.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Damage whilst Your Rental Property is Unoccupied.
4. All policy exclusions on pages 24-26.

**Fees and expenses if Your Rental Property is damaged.**

**We will pay for the following fees relating to the repair or replacement of the damaged parts of Your Rental Property provided it is covered under Your policy and We have given consent:**

1. **Architects, surveyors, consulting engineers and legal fees,**
2. **The cost of removing debris and making the Rental Property safe, and**
3. **Complying with government or local authority requirements.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. Expenses for preparing a claim or an estimate for loss or damage.
3. Any costs if the government or local authority request had been served on You before the damage occurred.
4. All policy exclusions on pages 24-26.

**If Your Rental Property can no longer be lived in as a result of any occurrence covered under this policy We will pay up to a maximum of 20% of the Rental Property sum insured for:**

1. **Alternative accommodation for Your Tenant, or**
2. **Loss of rental income.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. Any costs payable by You once Your Rental Property can be lived in.
3. Any costs payable if You do not intend to repair or rebuild the Rental Property.
4. The cost of alternative accommodation for any person who is not Your Tenant.
5. Any cost You agree to pay without Our prior permission.

6. Any costs relating to damage as a result of an incident which is not covered by Your policy.
7. The cost of alternative accommodation or loss of rental income if the Rental Property is Unoccupied.
8. Any claim for alternative accommodation or loss of rental income if no claim has been made for the occurrence resulting in loss or damage.
9. All policy exclusions on pages 24-26.

### **Legal Liability.**

#### **Legal liability as an owner of Your Rental Property and the land belonging to it under the Rental Property buildings section of this policy.**

**We will pay for court ordered damages and costs which You are liable to pay in relation to:**

1. **Accidental death, disease, illness or physical injury to anyone other than You or Your family.**
2. **Accidental Damage to physical property which You do not own or have legal responsibility for.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. Liability covered by any other policy arising from any employment, trade or profession.
3. Any liability arising out of an agreement which would have been excluded otherwise.
4. The ownership or occupation of any land or building other than Your Rental Property.

5. Liability arising from the ownership of power operated lifts, unmanned aerial vehicles (drones), any motor vehicle including children's vehicles (other than garden machinery or wheelchairs) whether licensed for road use or not, horse drawn vehicles (other than domestic garden equipment not licensed for road use), any boats, rowing boards, or canoes, wet bikes, yachts, hovercraft, aircraft or trains (other than hand propelled boats and models).
6. Gliders, hang gliders, caravans, trailers and animals.
7. Liability arising from the use of firearms.
8. Loss or damage whilst Your Rental Property is Unoccupied.
9. All policy exclusions on pages 24-26.

### **Defective premises.**

**Legal liability which results from the ownership of any Rental Property owned by You and insured by Us, which arises because of anything mentioned in section 3 of the Defective Premises Act 1972 or article 5 of the Defective Premises Act - Northern Ireland - 1975.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. Any incident which happens more than 7 years after the last day of the last insurance period in respect of any Rental Property insured by Us and owned by You.
3. Any Rental Property previously owned by You for which You still hold the title deeds.
4. Liability covered under any other policy.
5. Liability arising from any trade, profession or business of You or Your family.

6. Liability arising from the Party Wall Act 1996.
7. Injury, death, disease or illness to You or any of Your family.
8. The cost of repairing any fault or alleged fault.
9. Anything owned by or the legal responsibility of Your family.
10. Liability accepted by You or anyone acting on Your behalf under any agreement, unless the liability would exist without the agreement.
11. Loss or damage whilst Your Rental Property is Unoccupied.
12. All policy exclusions on pages 24-26.

**Locks and keys.**

**The cost to replace the locks on alarms and outside doors in the Rental Property following theft or loss of keys.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Loss or damage whilst Your Rental Property is Unoccupied.
4. All policy exclusions on pages 24-26.

**The following cover applies if You have chosen to include it:**

**Full Accidental Damage to Your Rental Property.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Damage whilst Your Rental Property is Unoccupied.
4. Damage caused by chewing, scratching, tearing or fouling by any domestic pets.
5. Damage caused by vermin.
6. Damage caused by ingress of water other than storm or flood.
7. Loss or damage caused by Subsidence, Heave, Landslip, Settlement or cracking.
8. Damage to swimming pools, cover, gates, fences and fuel tanks, unless they are providing a service to and from Your Rental Property and You are legally responsible for them.
9. All policy exclusions on pages 24-26.

# How We will help You with Your claim

**To make a claim under this section please see the contact details shown on page 4 of this policy booklet.**

1. The most We will pay is the amount stated in the Schedule/summary of limits.
2. Where an Excess is applicable We will deduct this from the amount of Your claim.
3. We will pay for the reasonable cost of work carried out in repairing or replacing the damaged part of Your Rental Property and agreed fees and costs.
4. If the repair or replacement is not carried out, We will pay the equivalent monetary value of what it would have cost Us to repair the damage to Your Rental Property if the repair had been carried out without delay.
5. We will not pay for the cost of repairing or replacing any undamaged parts of the Rental Property which form part a pair, a set, a suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or specific part.
6. All Rental Property repairs carried out by Our preferred suppliers are insured under the Rental Property buildings section of this policy and are guaranteed for twelve months in respect of quality of workmanship.
7. We will deduct an amount for wear and tear from Your claim if the Rental Property is not in a good state of repair.
8. If You are under-insured, meaning the cost of repairing or re-instating the Rental Property at the time of loss or damage is more than the sum insured shown on the Schedule, then We will only pay a proportion of the claim.

For example:

If Your sum insured only covers half the cost of the re-build/repairs We will only pay half the cost of the claim. After We have settled a claim, We will not reduce Your sum insured on Your Rental Property, as long as You take the measures We suggest preventing any further loss or damage. We will not charge any extra premium for maintaining the sum insured.

# Your Landlord Contents cover

This section is only included if shown in Your Schedule.

## **YOU ARE COVERED FOR:**

### **Fire, lightning, explosion, earthquake and smoke damage.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Damage caused by smoke from an external source.
4. Damage caused by cigarette or cigar burns, scorches, melting or warping unless accompanied by flames.
5. All policy exclusions on pages 24-26.

### **Flood.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Damage caused by a rise in the water table (the level below which the ground is completely saturated with water).
4. Loss or damage caused by Subsidence, Heave or Landslip other than as covered under the Subsidence section.
5. Landlord Contents in the open.
6. Loss or damage whilst Your Rental Property is Unoccupied.
7. All policy exclusions on pages 24-26.

### **Storm or weight of snow.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Landlord Contents in the open.
4. Loss or damage whilst Your Rental Property is Unoccupied.
5. All policy exclusions on pages 24-26.

### **Theft or attempted theft.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Any incident occurring whilst Your Rental Property is Unoccupied.
4. Loss by deception unless the only deception is someone tricking their way into Your Rental Property.
5. Loss or damage contributed to, or caused by Your Tenant.
6. All policy exclusions on pages 24-26.

### **Riot, civil commotion, violent disorder, strike and labour disturbance.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Loss or damage whilst Your Rental Property is Unoccupied.
4. All policy exclusions on pages 24-26.

### **Vandalism and malicious acts.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Loss or damage whilst Your Rental Property is Unoccupied.
4. All policy exclusions on pages 24-26.

### **Impact or collision by any vehicle, train, animal, aircraft, aerial device, or anything dropped from them, falling trees or branches, lampposts, telegraph poles or pylons.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.

2. The Excess shown in Your Schedule.
3. The cost of removing the object if no damage is caused to Your Landlord Contents.
4. Loss or damage caused by trees being cut down or cut back within the premises.
5. Damage caused by domestic pets, birds or vermin.
6. Loss or damage whilst Your Rental Property is Unoccupied.
7. All policy exclusions on pages 24-26.

**Subsidence, Landslip or Heave on the land on which the Rental Property stands.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Damage caused by Settlement, shrinkage or expansion or any general deterioration of the Rental Property.
4. Damage caused by coastal or riverbank erosion.
5. Loss or damage whilst the Rental Property is undergoing structural repairs, alterations, extensions or any faulty or unsuitable materials or design or poor workmanship.
6. Loss or damage for which compensation has been provided or would have been provided but for the existence of this insurance under any contract, guarantee or by law.
7. Damage which You were aware of prior to inception of this policy.
8. Damage whilst Your Rental Property is Unoccupied.
9. All policy exclusions on pages 24-26.

**Standard Accidental Breakage to glass tops and fixed glass furniture, mirrors and ceramic hobs in free standing cookers in Your Rental Property.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Damage whilst Your Rental Property is Unoccupied.
4. The replacement cost of any part of the item other than the broken glass.
5. All policy exclusions on pages 24-26.

**Landlord Contents in the open. Loss or damage to Your garden contents while in the open on the land belonging to Your Rental Property.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Damage occurring due to storm, flood and weight of snow.
4. Damage caused by malicious acts, theft or attempted theft while Your Rental Property is Unoccupied.
5. All policy exclusions on pages 24-26.

**Escape of oil from a fixed domestic heating system and the cost of replacing the lost oil up to a maximum of £1,000 following a claim under this peril.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The excess shown in Your schedule.
3. Damage whilst Your Rental Property is Unoccupied.
4. Damage to the appliance or system from which the oil escapes.
5. All policy exclusions on pages 24-26.



**Escape of water from washing machines, dishwashers, fixed water or heating systems and freezing of water.  
Increased metered water charges up to a maximum of £1,000 You have to pay following a claim under this peril.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Damage whilst Your Rental Property is Unoccupied.
4. Escape of water caused by Subsidence, Heave or Landslip on the land belonging to the Rental Property.
5. Loss or damage caused by failure of, or lack of sealant or grout.
6. Loss or damage to the installation itself.
7. All policy exclusions on pages 24-26.

**The following cover applies if You have chosen to include it:**

**Full Accidental Damage to Your Landlord Contents in Your Rental Property.**

What is not covered:

1. Any amount exceeding that shown in Your Schedule/policy limits.
2. The Excess shown in Your Schedule.
3. Damage whilst Your Rental Property is Unoccupied.
4. Damage to clothing.
5. Damage caused by scratching, chewing, tearing or fouling by domestic pets.
6. Damage caused by vermin.
7. Damage caused by ingress of water other than storm or flood.
8. All policy exclusions on pages 24-26.

# How We will help You with Your claim

**To make a claim under this section please see the contact details shown on page 4 of this policy booklet.**

1. The most We will pay is the amount stated in the Schedule/summary of limits.
2. Where an Excess is applicable We will deduct this from the amount of Your claim.
3. We will pay for the cost of repairing or replacing Your item. We will, where appropriate, deduct an amount for wear and tear.
4. Where the damage can be economically repaired We will pay the cost of repairs.
5. If the damage cannot be repaired and the damaged or lost item can be replaced We will replace it.
6. If an exact replacement is not available We will replace it with an item of similar quality.
7. We will not pay for the cost of repairing or replacing any undamaged parts of any Landlord Contents which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or specific part.
8. Where We cannot repair or replace an item We will agree a cash payment with You based on the replacement value.
9. If We offer to replace or repair an item but instead You request a cash payment then the amount will not exceed Our supplier's value.
10. If You are under-insured, meaning – The cost of repairing or replacing Your Landlord Contents at the time of loss or damage is more than the sum insured (either as a whole or for each individual item) shown on the Schedule, then We will only pay a proportion of the claim. For example – If Your sum insured only covers half the cost of the item/items We will only pay half the cost of the claim.
11. After We have settled a claim, We will not reduce the sum insured on Your Landlord Contents as long as You take the measures We suggest preventing any further loss or damage.
12. We will not charge any extra premium for maintaining the sum insured.

# Summary of limits

Your policy Schedule will state which of the below You are insured for. Some amounts may be amended by Endorsement.

Rental Property buildings	
Sum insured	The amount shown in Your Schedule
Property owners liability	£2,000,000
Alternative accommodation or loss of rental income from an insured peril	20% of the Rental Property sum insured, subject to a maximum of £20,000 in any one Period of Insurance
Trace and access	£5,000
Loss of metered water	£1,000
Loss of metered oil	£1.000
Accidental Damage to drains, tanks and pipes	Up to the Rental Property sum insured shown on Your Schedule
Subsidence Excess	£1,000 unless otherwise stated in Your Schedule
Locks and keys	£500
Forced medical access damage	£1,000
Residential Landlords' Emergency Solutions	£500
Unoccupied limit	30 consecutive days

# Summary of limits

Your policy Schedule will state which of the below You are insured for. Some amounts may be amended by Endorsement.

Landlord Contents	
Sum insured	The amount shown in Your Schedule
Subsidence Excess	£1,000 unless otherwise stated in Your Schedule
Landlord Contents in the open	£250
Single article limit	£500
Unoccupied limit	30 consecutive days
Loss of metered water	£1,000
Loss of metered oil	£1,000

Optional extras	
Full Accidental Damage	When selected on Rental Property buildings and Landlord Contents
No Claims Discount protection	When selected on Rental Property buildings and Landlord Contents

# Residential Landlords' Emergency Solutions

Please read the below in conjunction with the Residential Landlords' Emergency Solutions document provided.

This section of cover is only included if shown in Your Schedule. Our Residential Landlords' Emergency Solutions provider, ARAG, are available 24 hours a day, 365 days a year and all permanent repairs are guaranteed for 12 months. They are there to help if an unforeseen event threatens to damage Your Rental Property, makes Your Rental Property unsafe, insecure or creates a hazard to Your Tenants health.

With one call to ARAG, an approved contractor will come to Your Rental Property and make emergency repairs. ARAG will cover You for up to £500 for all contractor's costs, charges, parts and materials used to rectify the situation.

Residential Landlords' Emergency Solutions includes cover up to £500 for:

1. The complete breakdown of Your heating system,
2. Plumbing and drainage problems,
3. Damage which affects Your security, including locks and windows,
4. Your only toilet being out of service,
5. Loss of Your power supply,
6. Lost keys and
7. Vermin infestation.

In addition ARAG provide alternative overnight accommodation if Your Tenant is unable to remain in Your Rental Property.

Full details of What is covered and what is not covered are included in Your Rental Property Emergency policy document.

ARAG are Your Residential Landlords' Emergency Solutions provider and responsible for this service.

In the event of a Rental Property emergency please call 0330 303 1440 (scheme number for Rental Property Emergency 514625).

Please note: Residential Landlords' Emergency Solutions cover is excluded if Your Rental Property is Unoccupied.

# Contract Conditions

## APPLICABLE TO THE WHOLE OF YOUR POLICY

This policy is a legal contract between You and Us.

The below terms state the responsibilities of both parties. The policy wording, policy Schedule, statement of fact and Endorsements make one document and must be read together. Your policy is based on all the information You gave Us about You, Your Tenant, Your Rental Property and Your personal circumstances.

**Your insurance period will last no longer than 12 months from the date on which You advise Us or Your Agent You want cover to commence.**

### **YOUR PART OF THE CONTRACT:**

Under this contract You must pay the premium shown in Your Schedule for the Period of Insurance shown in Your Schedule.

You must also comply with all the conditions We have set out in this policy. You must take all reasonable steps to prevent loss of or damage to any Rental Property covered under Your policy.

You must keep Your Rental Property in a good state of repair.

Your sums insured for Rental Property must reflect the full cost of rebuilding Your Rental Property.

Your sums insured for Landlord Contents must reflect the replacement cost of any and all property as new.

**You must notify Us of any incident which may give rise to a claim under this policy within 7 days of it occurring. Failure to do this may incur a late reporting Excess.**

### **Duty to disclose changes in Your circumstances**

You must notify Us or Your Agent as soon as possible and within 14 days of any change which may affect Your policy, including but not limited to the following:

1. Change of address.
2. Any work to be carried out to Your Rental Property or the land belonging to it which is not general maintenance, repair or decoration.
3. Any structural alteration or demolition of Your Rental Property.
4. Your Rental Property becoming Unoccupied.
5. If You or Your Tenant are convicted of a criminal offence other than a driving offence.
6. The type of Tenant(s), and any changes from the Tenant that You last told Us about, e.g. occupation.
7. The Rental Property becomes occupied by You and becomes Your current or main residence.
8. Any increase in the value of Your Landlord Contents or in the rebuild cost of Your Rental Property.
9. Your Rental Property being used for Business Use.

Following a notified change We may revise the cover We offer You under Your contract, the terms of the contract and the premium charged. Your Agent may charge You an administration fee for making changes to Your policy.

If You fail to notify Us or Your Agent of a change to Your circumstances, We may take one of the following actions:

1. Cancel Your policy or declare it void (as if it never existed),
2. Amend the terms of Your policy; or
3. Refuse to deal with Your claim or reduce the amount paid.

If We suspect that You, Your Tenant or any person acting on Your behalf has provided false information or documentation, or withheld important information in order to obtain cover or reduce Your premium, We may take the following actions –

1. Cancel Your policy and declare it void (as if it never existed) and retain any premium paid,
2. Inform the police and/or relevant authorities,
3. Refuse payment in the event of a claim; and
4. Recover from You any amount already paid out for claims made under Your policy.

### **Malicious damage & theft**

We will cover You for malicious damage & theft caused by Your Tenants provided You:

1. Carry out internal & external checks of Your Rental Property at least every 3 months and a record of this is kept by You for at least 2 years.
2. Obtain satisfactory credit references from a licensed credit reference agent prior to the Tenant(s) moving into Your Rental Property and ensure this information can be released to Us in the event of a claim.

3. Do not sub-let Your Rental Property.
4. Have a Tenancy Agreement for 6 months or more.

### **Contribution condition**

In the event of a claim We will only be responsible for Our proportionate share if any other policy is covering the same Rental Property.

### **Unoccupied condition**

You must tell Us immediately if Your Rental Property becomes Unoccupied.

Whilst Your property is Unoccupied Your cover is automatically reduced to fire, lightening, earthquake & explosion only.

The Rental Property must be inspected at least once a week and a written record of the inspection must be kept by You.

All waste must be removed and the Rental Property kept in a good state of repair.

All existing locks and bolts must be put into operation.

During the period of 1<sup>st</sup> October to 31<sup>st</sup> March all water systems must be drained, gas & electricity must be switched off unless this is to maintain an alarm system.

If You do not comply with this condition, We will not pay Your claim.



### **Cancelling Your cover**

You may cancel Your policy at any time, subject to the following conditions:

1. If at the time of cancellation, You or a third party has made a claim or reported an incident which may give rise to a claim under this insurance policy, We will retain the whole premium whilst the claim is in the process of being settled. The claim will be settled for this section when a final settlement is made by Us or when We receive notification that a claim by You or a third party will not be pursued further. If no costs are incurred by Haven, and the claim is closed, a refund will be issued based on the terms below. If the claim settlement is made by Us and costs incurred under Your policy, We will retain the full premium should You cancel Your policy. If You pay by instalments, You must continue to pay the instalments until the full annual premium is received by Us, or settle the outstanding balance in full at the time of cancellation.
2. Your Agent may charge You a cancellation fee.

### **If You decide to cancel**

If You cancel Your annual policy within or after the "Cooling-Off" Period, We will calculate a charge for the period that this policy has been in force based on the number of days remaining from the date of cancellation until the end of the Period of Insurance unless a claim has been made under this policy, as stated in section Cancelling Your cover, clause 1 above.

Your Agent may charge You a cancellation fee.

If You have an agent, We will refund any premium to Your Agent.

### **If We decide to cancel**

We or Your Agent may cancel this insurance by sending 7 days' notice of cancellation to the email address held on file by Us or Your agent, or to Your last known postal address (where We are unable to locate a valid email address). You will not be insured from the 8th day after the notice is issued to You. The notice will provide an explanation as to why Your policy is being cancelled. We will refund the part of Your premium according to the number of days remaining from the date of cancellation until the end of the Period of Insurance, subject to the status of any claims made on Your policy, as outlined in section Cancelling Your cover, clause 1.

# Policy Exclusions

## APPLICABLE TO THE WHOLE OF YOUR POLICY

### Existing and deliberate damage

We will not pay for any loss, damage, liability, cost or expense of any kind which:

1. You were aware of before Your policy started,
2. Was caused by an event which occurred before Your policy started,
3. Has arisen from an event which occurred before Your policy started; or
4. Has been caused deliberately by You, anyone acting on Your behalf or Your Tenant.

### Defective design or construction

We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, poor workmanship or the use of faulty materials.

### Rot

We will not pay for any loss, damage, liability, cost or expense as a result of rot, whether or not it has been caused directly or indirectly by any other peril covered under this policy.

### Wear and tear, maintenance, or anything happening gradually.

We will not pay for any loss, damage, liability, cost or expense of any kind, directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, infestation, vermin, fungus, condensation, fading, frost, or anything that happens gradually. The process of cleaning, dyeing, repair, alteration, renovation or restoration of anything reaching the end of its serviceable life.

### Breakdown

We will not pay for any loss or damage caused by mechanical failure or electronic breakdown.

### Electronic data and computer equipment

We will not pay for loss or damage to any equipment, integrated circuit, computer chip, computer software or any other computer related equipment caused by computer failure, computer error, malfunction, corruption or harmful unauthorised code that is maliciously introduced to propagate through a computer system.

### Radioactive contamination and nuclear assemblies

We will not pay for loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising from, or any consequential loss or any legal liability whatsoever directly or indirectly caused by, contributed to by or arising from:

1. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
2. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

### War exclusion

We will not pay for loss or damage or liability directly or indirectly caused by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, requisition, destruction of or damage to property or under the order of any government or public or local authority.

**Terrorism clause**

We will not pay for loss, damage, liability cost or expense whatsoever directly or indirectly caused by resulting from 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, except to the extent that it is necessary to comply with the minimum requirements of the law relating to compulsory insurance of liability to employees in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

**Sonic bangs**

We will not pay for any loss, damage, liability, cost or expense of any kind, caused directly or indirectly by pressure waves from aircrafts.

**Financial sanctions**

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy if this would breach any prohibition or restriction imposed by law or regulation. If such prohibition or restriction takes effect during the Period of Insurance We may cancel this policy immediately by giving You written notice at Your last known address. If We cancel the policy We will refund premiums already paid for the remainder of the current Period of Insurance, provided no claims have been paid or are outstanding.

**Pollution and/or contamination exclusion**

We will not pay for any claim or expense of any kind resulting directly or indirectly from pollution and/or contamination or from the discharge, dispersal, release or escape of pollutants which was:

1. A result of an intentional act,
2. Expected or should have been expected,
3. Not sudden,
4. Not during any insurance period,
5. From industrial business.

**Confiscation**

We will not pay for loss, damage or liability caused by or happening through any confiscation or detention by customs or other officials or authorities.

**Loss of value**

We will not pay for any reduction in market value of any property following its repair or reinstatement.

**Indirect loss or damage**

We will not pay for any loss or damage that is not directly associated with the incident that caused You to claim, except where that loss or damage is expressly included within this insurance.

**Substance Misuse**

We will not pay for loss or destruction of or damage to any property whatsoever, or any loss or expenses resulting or arising and any legal liability of any nature directly or indirectly caused by, contributed to by or arising from misuse of substances, such as drugs or alcohol, by You, Your Tenant or anyone on the insured property with Your or Your Tenants permission.

**Explosives and ammunition**

We will not pay for any direct or indirect loss, damage or liability whatsoever related to explosives manufacturing and ammunition making.

**Illegal activity**

We will not pay for any direct or indirect loss or damage caused as a result of Your Rental Property being used for illegal activities.

**Aviation**

We will not pay for any direct or indirect liability, loss or damage resulting from any aviation related activity.

**Contract works**

We will not pay for loss or damage resulting from any Rental Property works, unless We have agreed it and an Endorsement is added to Your Schedule to confirm this.

**Loss of profit**

We will not pay for loss or damage or liability caused by loss of profit, business interruption or any economic loss of any kind unless expressly stated in this policy.

**Business use**

Cover is not provided for legal liability, loss of profit, business interruption or any business loss of any kind as a result of Your trade, profession or employment in Your Rental Property.

**Third party rights condition**

A person who is not named on the policy has no rights under the Contracts (Right of Third parties) Act 1999 to enforce any terms on this policy.

**Type of Tenants**

We will not pay for any loss, damage, liability, cost or expense of any kind when Your Rental Property is let to anyone other than professionals, DSS or student Tenants.

# Claims Conditions

## APPLICABLE TO THE WHOLE OF YOUR POLICY

These are the claims conditions You need to keep to as part of Your contract. If You do not, Your claim may be rejected or settlement may be reduced, and in some circumstances, Your policy may be cancelled.

When an unforeseen incident occurs and You wish to submit a claim under this policy, You should first check Your summary of limits and Your Schedule to make sure You are covered. To submit a claim under Your policy You must contact the claims helpline as soon as possible, and no later than 7 days from the incident giving rise to the claim occurring, with the following details:

1. Your name, address and telephone number,
2. Full details of the claim,
3. Date of loss,
4. Your policy number; and
5. Crime reference number, if applicable.

You must take all reasonable care and attention to limit any loss, damage or injury. You must not throw away any damaged items before We have seen them or carried out any inspections.

Following a claim, You must allow Us or anyone authorised by Us to access the Rental Property and to take possession of, or request delivery to Us, of any property insured.

You must take all reasonable care to recover any lost or stolen property.

Your claim will be registered over the phone, however, in some cases a form may be sent to You for more information and/or We may arrange a visit or inspection.

You should always take any immediate action You think may be necessary to protect Your Rental Property and Your belongings from further damage or loss, such as switching off the electricity or gas.

If Your Rental Property is a victim of theft, attempted theft, malicious damage, vandalism, riot or violent disorder please contact the police immediately and ask for a crime reference number, then call the claims helpline number.

If someone is holding You liable for injury or damage, DO NOT accept responsibility, make or agree to settle any claim without Our prior agreement.

Call the claims helpline immediately and send any summons, writs, or any other legal documents You may have received to Ryan Direct Group, Quay point, Lakeside boulevard, Doncaster, South Yorkshire, DN4 5PL.

You must provide Us with reasonable evidence of any item(s) involved in a claim.

If You make a claim under this insurance policy for something which is also covered elsewhere by another insurance policy, We will only pay Our share of any claim made.

### **Fraud**

If You or anybody insured by this policy makes a claim knowing it to be fraudulent, false or exaggerated, this insurance will be void and all claims will be forfeited. This clause also applies to false statements made when taking out the policy or bringing a claim and if You provide false documents in support of a claim.

In the event of fraud, We will not refund Your premium.

# No Claims Discount

The maximum No Claims Discount We accept is 5 years. For each claim You make Your Discount will be reduced as shown in the below table.

The Residential Landlords' Emergency Solutions section is not eligible for No Claims Discount and therefore any claims made under this section will not affect Your No Claims Discount with us.

NCD	NCD stepped back to
0 year	0 year
1 year	0 year
2 years	0 year
3 years	1 year
4 years	2 years
5 years	3 years
5 years +	3 years

The table below shows how We work out Your No Claims Discount.

The amount You are entitled to will be shown on Your Schedule and reviewed at each renewal, either reduced or increased depending on whether You have made a claim during the insurance period.

Number of years in a row without a claim	Discount
1 year	10%
2 years	15%
3 years	20%
4 years	25%
5 years	30%

## Protecting Your No Claims Discount

If You have 5 years or more No Claims Discount You can choose to protect Your No Claims Discount. If You have protected Your No Claims Discount it will not be affected as long as You make no more than 2 claims within a 3 year period, however You will not earn any additional years No Claims Discount for a year in which a claim has been made. In the event that more than 2 claims arise within three years, Your No Claims Discount will be reduced as shown in the NCD step back table above.

# Important information

## WHO ARE WE?

Your Insurance is underwritten by Haven Insurance Company Limited (Haven Insurance).

Haven Insurance is registered in Gibraltar number 85914. Our registered office is located at No.1 Grand Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA . We are authorised and regulated by the Gibraltar Financial Services Commission under the Insurance Companies Act 1987. In addition to this, We are also regulated by the Financial Conduct Authority (FCA) by means of cross border services. Haven Insurance is a member of the Association of British Insurers (ABI).

## FINANCIAL SERVICES COMPENSATION SCHEME

If We are unable to meet Our liabilities You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0207 741 4100.

## SHARING YOUR PERSONAL DATA – DATA PROTECTION

Please view Our Full Privacy Statement at [www.haven.gi/privacystatement](http://www.haven.gi/privacystatement) which will provide further information on how We Use Your personal data. We will only Use Your personal data in accordance with Data Protection Legislation.

### How We will Use Your personal data? To manage Your insurance with Us

This may include sharing Your personal data with:

1. Your agents to process and administer Your insurance. As part of Your agents processing, they may carry out checks with credit reference and fraud prevention agencies in order to verify Your identity, assess Your application for a quotation or credit and offer You the best terms. The checks may be against both public data (such as information from the electoral roll) and private data (such as Your credit history). A record of the search will appear on Your credit report. As part of the quote process, Your Agent may exchange information with various industry databases in order to verify the information that You have provided such as the Claims and Underwriting Exchange (CUE). Your agents may also carry out checks against data they already hold on You such as data from existing products or account data. They may Use this data to help them assess and rate Your application for a quote and determine Your premiums.
2. Subcontractors and service providers to process Your personal data and provide services on Our behalf.



3. Our Appointed Claims Handlers to manage claims under Your insurance.
4. Industry Regulators to monitor and enforce Our compliance with any applicable regulations.
5. Other Insurers, if You move to a new insurer We may confirm certain details about Your insurance to them. We will only confirm details to genuine organisations. Any requests for policy information by an individual other than the insured will require permission from the insured to do this.
6. Third parties involved in a claim, including their insurer, solicitor, or representative.
7. The Compensation Recovery Unit, Department for Work and Pensions, and National Health Service in relation to a claim.
8. The Financial Ombudsman Service, if You make a complaint about the service We have provided.
9. Flood Re, if Your policy is part of the Flood Re reinsurance scheme (please refer to Your policy Schedule).
10. The Claims and Underwriting Exchange Register, which is administered by Motor Insurance Bureau (MIB).

### **Administration**

To manage and administer Our relationship with You, including Your registrations, transactions and communications with Us, to perform all orders and contracts with You, to provide the products and information You request, and to respond to Your comments, questions and support requests, and to monitor compliance with and enforce the terms of Our relationship and any contracts with You.

### **Telephone Calls**

We may monitor and record telephone calls for the purpose of security and training.

### **Market Research/Data Analysis**

To help improve Our services We, Your Agents and recipients of Your Personal Data may also use Your Personal Data for the purposes of marketing research and data analysis. This helps to develop and improve the products and services that are offered.

### **Complaints**

To investigate and respond to complaints made in relation to insurance policies We underwrite.

### **To prevent and detect fraud**

Before We provide services, goods or financing to You, We undertake checks for the purposes of preventing fraud and money laundering, and to verify Your identity. These checks require Us to process personal data about You.

The personal data You have provided, We have collected from You, or We have received from third parties will be used to prevent fraud and money laundering, and to verify Your identity.

Details of the personal information that will be processed include, for example: name, address, date of birth, contact details, financial information, employment details, device identifiers including IP address.

We and fraud prevention agencies may also enable law enforcement agencies to access and Use Your personal data to detect, investigate and prevent crime.

We process Your personal data on the basis that We have a legitimate interest in preventing fraud and money laundering, and to verify identity, in order to protect Our business and to comply with laws that apply to Us. Such processing is also a contractual requirement of the services or financing You have requested.

Fraud prevention agencies can hold Your personal data for different periods of time, and if You are considered to pose a fraud or money laundering risk, Your data can be held for up to six years. If We, or a fraud prevention agency, determine that You pose a fraud or money laundering risk, We may refuse to provide the services or financing You have requested, or to employ You, or We may stop providing existing services to You.

A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to You. If You have any questions about this, please contact Us on the details below.

Whenever fraud prevention agencies transfer Your personal data outside of the European Economic Area, they impose contractual obligations on the recipients of that data to protect Your personal data to the standard required in the European Economic Area. They may also require the recipient to subscribe to ‘international frameworks’ intended to enable secure data sharing.

### **Your Rights**

Your personal data is protected by legal rights, which include Your rights to object to Our processing of Your personal data; request that Your personal data is erased or corrected; request access to Your personal data.

For more information or to exercise Your data protection rights, please contact Us Using the contact details below.

If You would like to read the full details of how Your data may be used please view Our privacy statement here: [www.haven.gi/privacystatement](http://www.haven.gi/privacystatement), phone Us on 0345 0920704, email [dataprotection@haven.gi](mailto:dataprotection@haven.gi), or write to Us at Haven Insurance Company Limited, No. 1 Grand Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA.

You also have the right to complain to the Information Commissioner’s Office (UK) or the Gibraltar Regulatory Authority (Gibraltar) which regulate the processing of personal data:

**Information Commissioner’s Office**  
**Wycliffe House**  
**Water Lane**  
**Wilmslow**  
**Cheshire**  
**SK9 5AF**  
[www.ico.org.uk](http://www.ico.org.uk)

**Gibraltar Regulatory Authority**  
**2nd Floor Eurotowers 4**  
**1 Europort**  
**Road**  
**Gibraltar**  
[www.gra.gi](http://www.gra.gi)

# Complaints

We are committed to providing You with a first class service, however We recognise that there may be an occasion when You feel We have not met Your expectations and You wish to make a complaint.

We take all complaints seriously and want to resolve any complaint received as promptly as possible.

If You are not satisfied with the service provided by Your Agent, please contact them.

If You are not satisfied with Our service please contact Us straight away by calling Us on – 0345 0920704 or by emailing [complaints@haven.gi](mailto:complaints@haven.gi).

If You want to make a complaint in writing please contact Our Customer Relations Team at:

Customer Relations  
Haven Insurance Company Limited  
No. 1 Grand Ocean Plaza  
Ocean Village  
Gibraltar  
GX11 1AA

We will try to resolve Your complaint on receipt, however if this is not possible then We will send You a written acknowledgement. This will tell You the name of the person handling Your complaint and enclose Our complaints procedure leaflet.

We will write to You to confirm Our resolution of Your complaint in a Final Response Letter within eight weeks of its receipt. If We have not resolved Your complaint within eight weeks, We will write to You to provide an update on the status of Your complaint.

If We have provided Our final response and You are not satisfied, or more than eight weeks have passed since We received Your original complaint, You may refer Your complaint to the Financial Ombudsman Service.

The contact details for the Financial Ombudsman Service are:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Telephone: 0800 0234567  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service is free; however You will need to contact them within six months of the date of Our final response letter. The Financial Ombudsman will handle most complaints You might have, but there are some instances that fall outside of its authority. The Ombudsman's decision is binding upon us, but You are free to reject it without affecting Your legal rights.

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**HAVEN**  
INSURANCE

[www.haven.gi](http://www.haven.gi)

HAVEN INSURANCE COMPANY LTD.

**Registered office:**

No.1 Grand Ocean Plaza,  
Ocean Village, Gibraltar

**Registered number:** 85914