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Your Let Property Policy Wording



### Your Let Property Policy Wording

### **Contents**

_	Your policy wording
2	Renewing your policy
3	Changes to your circumstances
3	Your right to cancel
4	What to do if you have a complaint
4	Financial Services Compensation Scheme
4	The law applicable to this policy
6-7	The meaning of words

#### The cover provided:

8-15 16 17-21	Section A - Buildings Cover Buildings - Accidental Damage Cover Section B - Contents Cover
22	Contents - Accidental Damage Cover
23-25	General Conditions
26-27	General Exclusions
27	Important Notices
28-29	Important Advice

### How to make a claim

- 1. In the event of an emergency, check any Landlords Home Emergency cover you may have, as this may be a more suitable policy for you to claim on.
- 2. Check your policy schedule and this policy wording, which give details of what is covered and what is not covered.
- 3. Follow the General Conditions and General Exclusions of this policy wording.
- 4. Please call the number shown on your insurer information document at your earliest opportunity.

If you have any questions, please contact your insurance advisor.

#### Your policy wording

Please read this policy wording, your policy schedule, your insurance product information document and your insurer information document carefully so that you know what you are insured for. Make sure that you read the general exclusions, conditions and, if shown in your policy schedule any endorsements that apply. If the cover does not meet your requirements or if you have any questions, please contact your insurance advisor at your earliest opportunity.

This is a legally binding contract of insurance between you and your insurer (as shown in your current policy schedule). The legally binding contract includes this policy wording and your policy schedule. Your statement of fact is a record of the information provided or validated by you, in order for the contract to be offered.

Your insurer has agreed to insure you for the period of insurance under the terms, conditions and exclusions in this policy wording and any endorsements that apply. You are insured for any liability, loss or damage that happens, subject to any exclusion in this policy wording or any endorsements applied. This is provided you have paid or agreed to pay the premium and you meet all the conditions set out in this policy wording.

#### Statement of Fact

Please read the statement of factcarefully as this is a record of the information provided or validated by you and is the means to identify the information collected in order to offer the contract. If there are any inaccuracies or omissions you should contact your insurance advisor immediately to enable your insurance advisor to issue a replacement statement of fact and advise you of any resultant changes in terms or premium. Your insurer reserves the right to refuse this insurance if the amended information disclosed renders this risk unacceptable.

#### Renewing your policy

At renewal, your insurance advisor will check that the premium offered by your current insurer is still the most competitive. If one of your insurance advisor's alternative panel members offers a more competitive price then your insurance advisor will transfer your cover to the alternative insurer. Please note that you should always check your policy schedule, sums insured, and any applicable endorsements to ensure cover remains adequate for your needs. Please advise your insurance advisor at your earliest opportunity if cover no longer meets your needs.

#### Authority to renew

For your convenience and protection, provided that your insurance advisor are able to collect the premium by Direct Debit. your insurance advisor will automatically renew or replace your policy unless you tell your insurance advisor not to. Your insurance advisor will write to you before the policy renewal date to remind you of this, to outline any change to the conditions of your policy and to let you know what the new premium will be. (Please also see Your Right to Cancel).

Also for your protection - if the property is in a flood plain or in an area prone to flooding, or if you have made a claim on your policy in relation to flooding or subsidence, then you are advised not to cancel this policy until suitable alternative insurance arrangements are in place.

#### Change of insurer

As your agent acting on your behalf, your insurance advisor may from time to time use different insurer(s), to underwrite your insurance. This may happen, for example, where your circumstances change significantly or where an alternative insurer can offer cover or terms that are more suitable to meet your demands and needs.

If you request that your insurer is changed, your insurance advisor will cancel your existing policy and will arrange a suitable replacement; taking care to ensure there is no break in cover. Your insurance advisor will advise you of any change in the policy terms.

In the event that your insurer either declines or withdraws cover your insurance advisor may be required to move you to an alternative insurer without gaining your prior consent in order to ensure that there is no break in your cover. In such circumstances your insurance advisor will notify you and will advise you of any change in the policy terms. You will have the opportunity to terminate the replacement policy after such a change becomes effective.

#### Changes to your circumstances

Please tell your insurance advisor at the earliest opportunity if there are any changes to your circumstances which could affect your insurance.

Please refer to General Condition 11 of this policy wording for an explanation of the changes we need to know about.

If your circumstances change and you do not tell your insurance advisor, you may find that you are not covered if you need to make a claim.

### Your right to cancel

You have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which you receive your policy or renewal documentation, whichever is the later. You will be entitled to a full refund of the premium paid and no cancellation fee will be charged.

If you wish to cancel and your insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid and no cancellation fee will be charged.

If you do not exercise your right to cancel your policy, it will continue in force for the term of the policy and you will be required to pay the premium as stated.

By allowing your insurance advisor to arrange your property insurance policy, you agree to any amounts you may owe your insurance advisor being deducted from any premium refund due to you.

#### Cancellation at any other time

You may cancel your insurance cover at any other time by contacting your insurance advisor. You will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered. If a claim has been made, or fraud is identified the full premium will be payable and no refund will be given.

If the property is in a flood plain or in an area prone to flooding, or if you have made a claim on your policy in relation to flooding or subsidence, then you are advised not to cancel this policy until suitable alternative insurance arrangements are in place.

Your insurance advisor and our right to cancel

Your insurance advisor (or your insurer) may also cancel the policy at any time by giving you 7 days' notice in writing where there is a valid reason for doing so. You will be sent the cancellation letter to the latest address your insurance advisor holds for you and it will set out the reason for cancellation. Valid reasons include:

- Where your insurance advisor have been unable to collect a premium payment. In this case your
  insurance advisor will contact you in writing requesting payment, which if not received within 7 days,
  will result in your policy being cancelled. You will be notified in writing that such cancellation has
  taken place:
- Where you are required in accordance with the terms of this policy wording to co-operate with us,
  or send us information or documentation and you fail to do so in a way that affects our ability to
  process a claim, or our ability to defend our interests. In this case we may issue a cancellation letter
  and we will cancel your policy if you fail to co-operate with us or provide the required information or
  documentation by the end of the 7 day cancellation notice period;
- · Where there is a failure by you to exercise your duty to keep to the conditions of this policy wording;
- · Where fraud is identified; or
- In the event of threatening or abusive behaviour or language or intimidation or bullying of our staff or suppliers.

A £35 cancellation fee will be applied by your insurance advisor for all such cancellations.

If the amount due when you cancel your policy is greater than the amount you have paid, you must pay the difference.

#### What to do if you have a complaint

Your insurance advisor strives to provide you with the highest standards of service at all times, your insurance advisor also recognises that things can go wrong. If you wish to make a complaint about the service provided by your insurance advisor please contact First Complete Complaints Department at Newcastle House, Albany Court, Newcastle Business Park, Newcastle upon Tyne NE4 7YB either in writing or by calling 0191 233 4685.

If your complaint is about your insurer or how your claim was handled you will find their complaint procedure in your insurer information document.

You can refer your complaint to the Financial Ombudsman Service if you have not received a written final response in respect of your complaint within 8 weeks of the date your complaint was received by either your insurance advisor or your insurer, or if you are unhappy with the decision following your complaint (you have 6 months from date of final response to take complaint to the Ombudsman). The Financial Ombudsman Service is a free service set up by parliament to sort out individual complaints that consumers or small business are not able to resolve with financial businesses.

You can contact the Financial Ombudsman Service as follows:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

From within the United Kingdom

Tel: 0800 023 4567 (free for people phoning from a 'fixed line', for example, a landline at home)
Tel: 0300 123 9123 (free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Tel: +44 207 964 1000 Fax: +44 207 964 1001

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

For more information contact them on the above number or address, or view their website www.financial-ombudsman.org.uk.

The complaint procedure does not affect your right to take legal action.

#### Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you.

Further information about this scheme is available from the FSCS website www.fscs.org.uk Telephone: 0800 678 1100 or 0207 741 4100

### The law applicable to this policy

The law of England and Wales will apply to this policy unless you and we agree otherwise. This insurance contract is written in English. Unless agreed otherwise, we will communicate with you in English.

### The Meaning of Words

Where the words are highlighted within this Policy Wording in bold, the meaning of these words are defined below.

Accidental Damage - Damage caused suddenly and by unexpected means. This definition does not include damage caused by wear and tear, anything which happens gradually or faulty design or faulty materials.

Bathroom - Any room with a bath or shower.

Bedroom - A room used as or originally built to be a bedroom, even if it is now used for another purpose.

Buildings - The structure of the property and the following if they form part of the property and belong to you or are your responsibility; fixtures and fittings, sheds, greenhouses, permanently installed swimming pools, ornamental ponds and fountains, permanently fixed hot tubs, spas and jacuzzis, hard courts, terraces, patios, decking, artificial lawns, drives, footpaths, walls, fences, gates, hedges, fixed tanks providing fuel to the property, solar panels and wind turbines which are permanently fixed to the property, laminated, wooden effect or vinyl floor coverings.

Contents - Household goods and furnishings that you own or that you are legally responsible for, including landlords fixtures and fittings.

The definition of contents does not include:

- contents insured by any other insurance policy:
- securities (stocks and shares) and documents of any kind;
- motorised vehicles, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these;
- any part of the buildings;
- property held in connection with your trade, business or occupation other than the letting of the property specified in the policy schedule;
- · any living creature;
- personal money;
- credit cards;
- valuables.

Domestic Employees - A person employed by you to carry out domestic duties associated with the property, but not if employed by you in any capacity in connection with any business, trade, profession or employment.

Electronic Data - Facts, concepts or information in a form usable for communications, interpretation or processing by electronic or electro-mechanical data processing or electronically controlled equipment which includes programs, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

Endorsements - Any variation to the standard policy terms in your policy schedule.

Excess - The first amount of any claim for which you are responsible. If a claim is made under more than one section of this policy resulting from the same incident, only one excess will be deducted. In the event that the excess amounts differ, then the higher of the two will be deducted.

Landlords Fixtures and Fittings - Built-in furniture, built-in domestic appliances, kitchen units and work tops, light fittings, fixed glass and sanitary ware, fixed pipes, ducts, tanks, wires, cables, switches, fires, central heating equipment, boilers and storage heaters, fixed wall, floor and ceiling coverings.

All of which are in or on the buildings that you own or that you are legally responsible for.

Heave - Upward movement of the ground beneath the buildings as a result of the soil expanding.

Injury - Bodily injury, death, disease, illness or shock.

Insurance Product Information Document - A printed or printable document showing important information relating to the policy you have chosen.

Insurer Information Document - A printed or printable document showing important information for the insurer named in the policy schedule.

Landslip - Downward movement of sloping ground.

Motorised Vehicles - Any electrically or mechanically powered vehicle other than:

- vehicles used only as domestic gardening equipment within the boundaries of the land belonging to the property;
- vehicles designed to help disabled people (as long as the vehicles are not required to be registered for road use);
- · pedestrian-controlled toys and models.

Period of Insurance - The period of time covered by this policy as shown on your policy schedule or until cancelled, whichever comes sooner. Each renewal represents the start of a new period of insurance. Personal Money - Cash, cheques, postal orders, unused postage stamps (not forming part of a collection), savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards all held for social, domestic or charitable purposes.

The definition of personal money does not include business money.

Policy Schedule - A printed or printable document showing the sections of the policy you have chosen, the sums insured and any endorsements that apply to your policy.

Property - The private dwelling used for domestic purposes at the address shown in your policy schedule including the land, domestic outbuildings and garages at the same residence.

Statement of Fact - A printed or printable document showing information and material facts provided by you on which your insurance is based on.

Storm - Strong winds in excess of 47 knots (54 MPH) that may be accompanied by heavy rain, snow or sleet.

Subsidence - Downwards movement of the ground beneath the buildings (other than by the action of made up ground settling or by structures bedding down within 10 years of construction).

Tenant - A person occupying the property by virtue of a tenancy agreement

Unoccupied - Not having been lived in by the tenant for more than 60 days in a row.

Valuables - Stamp, coin or medal collections, pictures, other works of art, articles of gold, silver or other precious metal, jewellery, watches, fur, or firearms that are kept in a locked cabinet.

Water Table - The top level of underground water where the soil is in a permanent state of saturation. The table may rise or fall depending on the level of precipitation that infiltrates from upper layers of soil (unsaturated soil).

We, Our, Us, Your Insurer, Their, They - The authorised insurer shown in your policy schedule.

You, Your - The person named as the policyholder in the policy schedule.

Your Insurance Advisor - Your policy administrator as shown in your terms of business agreement with you.

### **Section A - Buildings Cover**

Your policy does not cover wear and tear. Buildings cover only applies if you have selected it and it is shown on your policy schedule.

### What is covered

### What is not covered

The Buildings

Loss or damage to the buildings caused by any of the following:

See also the General Conditions and General Exclusions.

The following exclusion applies to all sections, except Section A-16.

Loss or damage by wet or dry rot arising from any cause, except as a direct result of a claim we have already paid, and where repair or preventative action was carried out by a tradesman we have approved.

1

- a. Fire, lightning, explosion, or earthquake
- b. Smoke

£100 excess unless otherwise stated in the policy schedule.

2

Storm, flood or weight of snow.

£100 excess unless otherwise stated in the policy schedule.

Loss or damage by frost

Loss or damage caused by rising water table levels.

Loss of or damage to fences, gates and hedges, roof vegetation and growing medium.

3

- a. Riot, civil unrest, strikes, and labour or political disturbances;
- b. Malicious acts.

The most we will pay is £5,000 for any one incident in respect of b above where the Malicious Acts are caused by Tenants.

£100 excess unless otherwise stated in the policy schedule.

Loss or damage that is not reported to the police.

- b. Loss or damage caused by you or domestic employees
- b. Loss or damage occurring whilst the property has been left unoccupied.

#### Collision by:

- Aircraft or other flying objects or anything dropped from them;
- b. Vehicles or animals;
- c. Fireworks.

#### 5

Escape of water and heating fuel

- Water escaping from any fixed water or heating installation or from any domestic appliance;
- b. Water freezing in tanks, equipment or pipes;
- Heating fuel escaping from any fixed heating installation or from any domestic appliance.

### What is not covered

£100 excess unless otherwise stated in the policy schedule.

Loss or damage to hedges, fences and gates unless the property is damaged at the same time and by the same cause

### £250 excess unless otherwise stated in the policy schedule.

Loss or damage occurring whilst the property has been left unoccupied.

Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping from within the property.

Subsidence, heave or landslip that results from water escaping from within the property.

Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on.

Repairs to tanks, pipes or appliances unless caused by freezing.

Loss or damage caused by the failure or lack of appropriate sealant and/or grout.

Damage to the installation itself.

#### 6

Theft or attempted theft.

£100 excess unless otherwise stated in the policy schedule.

Loss or damage occurring whilst the **property** has been left **unoccupied**.

Loss or damage unless caused by forcible and violent entry.

Theft by deception, unless deception is used solely as a means to enter the **property**.

### What is not covered

7

Falling radio and television aerials and dishes, wind turbines, and their fittings and masts.

£100 excess unless otherwise stated in the policy schedule.

Loss or damage to hedges, fences and gates unless the property is damaged at the same time and by the same cause.

Loss or damage arising from erection, dismantling, repair or maintenance.

Loss or damage to the installation.

8

Subsidence or heave of the site that the buildings stand on, or landslip.

£1,000 excess unless otherwise stated in the policy schedule.

Loss or damage to domestic outbuildings that form part of the property, permanently installed swimming pools, ornamental ponds and fountains, permanently fixed hot tubs, spas and jacuzzis, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges, fixed tanks providing fuel to the property, solar panels and wind turbines which are permanently fixed to the property unless the property is damaged by the same cause at the same time.

Loss or damage if you knew when this policy was originally incepted that any part of the building had already been damaged by subsidence, heave or landslip, unless you told us about this and we accepted it.

Loss or damage resulting from coastal or river erosion.

Loss or damage to or resulting from movement of solid floor slabs unless the foundations beneath the external walls of the property are damaged by the same cause at the same time.

Loss or damage within 10 years of construction caused by structures bedding down or made-up ground settling.

Loss or damage occurring whilst the buildings are undergoing demolition, structural alteration or structural repair.

Loss or damage caused by faulty design or

### What is not covered

8

inadequate foundations which did not meet building regulations current at the time of construction.

Loss or damage caused by faulty materials, design or poor workmanship.

Reduction in market value following repair.

9

Falling trees or branches.

£100 excess unless otherwise stated in the policy schedule.

Loss or damage to

- gates and fences and damage caused by felling, lopping or topping of trees.
- hedges, fences and gates unless the property is damaged at the same time and by the same cause.

The cost of removal of the fallen tree or branch.

10

Loss of rent and the cost of alternative accommodation.

If the property is damaged by any cause listed under Section A and, as a result it cannot be lived in, we will pay for:

- your loss of rent (including ground rent) and:
- any comparable alternative accommodation expenses for your tenants until the property is ready to be lived in.

The most we will pay is 20% of the buildings sum insured for any one incident.

£100 excess unless otherwise stated in the policy schedule.

Any loss when the property is untenanted unless at the time of the incident giving rise to the damage, there was a signed tenancy agreement to confirm future occupation.

Any loss once the damaged part of the property is habitable.

Any loss where the damage was caused by the tenant.

If you have chosen both buildings and contents insurance then we will only pay under one section for any one claim.

#### 11

Damage to services.

Accidental Damage to:

- cables and underground pipes which provide services to or from the buildings for which you are legally responsible;
- septic tanks and drain inspection covers for which you are legally responsible.

### What is not covered

£100 excess unless otherwise stated in the policy schedule.

Loss or damage caused to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials.

De-lamination (separation of layers) of pitch fibre pipes.

Any costs arising from clearance of a blockage not directly resulting from a breakage of the pipe.

Loss or damage which you are not legally responsible to repair.

#### 12

Fixed glass and sanitary fixtures.

The accidental breakage of fixed glass and sanitary fittings which forms part of the buildings (including glass in solar panel units, cooking hobs in kitchens when a fixture, fixed baths, shower trays, shower screens, bidets, wash basins, splash backs, pedestals, sinks, toilet pans and cisterns).

£100 excess unless otherwise stated in the policy schedule.

Loss or damage occurring whilst the property has been left unoccupied.

#### 13

Replacement locks.

If keys to the locks of:

- external doors or windows of the property
- b. a safe within or an alarm protecting the property

are accidentally lost or stolen we will pay the cost of replacing the locks or lock mechanisms.

The most we will pay is £500 for any one incident.

£100 excess unless otherwise stated in the policy schedule

Loss or damage to locks caused by mechanical, electrical or electronic fault or breakdown.

If you have chosen both buildings and contents insurance then we will only pay under one section for any one claim.

### What is not covered

#### 14

Trace and access.

We will pay the cost of removing and replacing any part of the buildings to find the source of a leak and to make good any damage caused to find the source of the leak.

The most we will pay is £10,000 for any one incident.

£100 excess unless otherwise stated in the policy schedule.

The cost of repairing the leak.

### 15

Emergency access.

Damage to the property caused by forced access to deal with a medical emergency, perceived emergency or to prevent damage to the property.

The most we will pay is £1,000 for any one incident.

£100 excess unless otherwise stated in the policy schedule.

#### 16

Contracting purchaser.

If you enter into a contract to sell any building which is insured by this policy, and the building is destroyed or damaged before the sale has been completed, the buyers will be entitled to any benefit from this insurance (for the damage or destruction) once the sale is completed.

This does not apply if the building is covered by any other insurance.

£100 excess unless otherwise stated in the policy schedule.

Loss or damage occurring whilst the property has been left unoccupied.

Loss or damage if the **property** is insured under another policy.

Loss or damage after the sale has completed.

#### 17

a) Your liability as owner of the property.

We will pay all amounts you legally have to pay as:

- compensation and claimants' costs and expenses; and
- legal costs and expenses you pay with our written permission in connection with defending any claim.

#### arising from;

- i. injury to any person;
- ii. loss of or damage to the property.

If you die, your personal representative will have the benefit of this section for any liability you have that is covered by this section.

b) Defective premises:

(See Important Notices)

We will pay any amount you are liable for under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 arising from accidental;

- injury to any person;
- ii. loss or damage to property happening during the period of insurance.

If the Buildings Section A of this policy is cancelled or expires, this cover shall continue for a period of 7 years in respect of the buildings insured under this section before such cancellation or expiry.

We will not pay more than £2,000,000 for any one incident

### What is not covered

#### Liability: a) and b)

- · as occupier of the buildings.
- for any injury to you or any person you employ if the injury happens as a result of or in the course of their employment with you.
- for loss of or damage to belongings which belongs to you or is in your care.
- in connection with any motorised vehicle.
- under any agreement, unless you would have been liable without the agreement.
- in connection with your trade, business or profession (other than the letting of the property).
- arising out of the ownership, possession or operation of any power-operated lift.
- arising from any injury caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1993 (see Important Notices).
- the passing on of any contagious disease
  or virus
- authorised or unauthorised transmission of electronic data
- the content of any website, your email, intranet or extranet
- erasure, loss, distortion, corruption or alteration of electronic data or any loss of use resulting in reduction of functionality
- failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data to correctly recognise any given date or to process data or to operate properly due to a failure to recognise any given date.

Under b), if it is covered by any other insurance.

### What is not covered

18

Debris removal and building fees.

Expenses for rebuilding or repairing the buildings as a result of damage insured under this section, including:

- architects, surveyors, consulting engineers and legal fees;
- the cost of clearing debris from the site, demolishing and shoring up the buildings;
- the cost to comply with government or local authority requirements, unless you had received notice to meet the requirements before the damage happened.

£100 excess unless otherwise stated in the policy schedule.

The cost of preparing a claim.

19

Blockage of Sewer Pipes

The cost of breaking into (and repairing) an underground pipe to clear a blockage, that you are legally responsible for, between the main sewer and the property if this is necessary because normal methods of releasing the blockage are unsuccessful.

The most we will pay is £1,000 for any one incident

£100 excess unless otherwise stated in the policy schedule.

The cost of breaking into underground pipes to clear a blockage if there is no evidence that normal methods of releasing the blockage have been attempted.

The cost of clearing blocked drains unless the blockage is caused by damage to the fabric of the drains insured by this section

20

Fuel and metered water.

Accidental loss of:

a. domestic heating fuelb. metered water for which you are responsible.

The most we will pay is £1,000 for any one incident.

£100 excess unless otherwise stated in the policy schedule.

Loss or damage occurring whilst the property has been left unoccupied.

If you have chosen both buildings and contents insurance then we will only pay under one section for any one claim.

### **Buildings - Accidental Damage Cover**

This cover only applies if you have selected it and it is shown on your policy schedule.

### What is covered

21

Accidental Damage.

### What is not covered

£100 excess unless otherwise stated in the policy schedule.

Anything set out in the General Exclusions.

- · Maintenance and normal redecoration costs.
- Loss or damage excluded in other parts of the Buildings Section A.
- Loss or damage caused by:
- wear and tear, settlement shrinkage, or expansion, rats, mice, squirrels, owls, birds, foxes, bats, badgers, insects, fungus, atmospheric or climatic conditions, or anything that happens gradually.
- faulty materials, design or workmanship.
- renovations, alterations, extensions, or repairs to the property.
- electrical or mechanical breakdown.
- water entering the property regardless of how this happened (please note certain water damage is covered under Buildings Section A-5).

Loss or damage occuring whilst the **property** has been left **unoccupied**.

### Section B - Contents Cover

This cover only applies if you have selected it and it is shown on your policy schedule.

### What is covered

#### Contents in the property.

Loss of or damage to the contents in the property caused by any of the following:

The most we will pay for loss or damage to contents in garages or outbuildings is £2,500 for any one incident.

### What is not covered

Also see General Conditions and General Exclusions.

Any part of the buildings other than landlords fixtures and fittings.

#### 1

- Fire, lightning, explosion, or earthquake
- b. Smoke

£100 excess unless otherwise stated in the policy schedule.

#### 2

Storm, flood or weight of snow

£100 excess unless otherwise stated in the policy schedule.

Loss or damage caused by frost.

Loss or damage caused by rising water table levels.

Loss or damage to property in the open.

#### 3

- a. Riot, civil unrest, strikes and labour or political disturbances.
- b. Malicious acts.

The most we will pay is £5,000 for any one incident in respect of b above where the Malicious Acts are caused by tenants.

£100 excess unless otherwise stated in the policy schedule.

Loss or damage that is not reported to the police.

- b. Loss or damage caused by:
- You
- Domestic employee
- Computer viruses
- b. Loss or damage occurring whilst the property has been left unoccupied.

### What is not covered

4

Collision by:

- Aircraft or other flying objects, or anything falling from them;
- b. Vehicles or animals.
- c. Fireworks.

£100 excess unless otherwise stated in the policy schedule.

5

Escape of water and heating fuel

- Water escaping from any fixed water or heating installation or from any domestic appliance.
- Water freezing in tanks, equipment or pipes.
- Heating fuel escaping from any fixed or heating installation or from any domestic appliance.

£250 excess unless otherwise stated in the policy schedule

Loss or damage occuring whilst the property has been left unoccupied.

Repairs to tanks, pipes or appliances unless caused by freezing.

Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on.

Loss or damage caused by the failure or lack of appropriate sealant and/or grout.

6

Theft or attempted theft.

£100 excess unless otherwise stated in the policy schedule.

Loss or damage occurring whilst the property has been left unoccupied.

Loss or damage unless caused by forcible and violent entry.

Theft by deception, unless deception is used solely as a means to enter the **property**.

### What is not covered

7

Falling radio or television aerials and dishes, wind turbines, and their fittings and masts.

£100 excess unless otherwise stated in the policy schedule.

Loss or damage arising from erection, dismantling, repair or maintenance.

Loss or damage to the installation.

8

Subsidence or heave of the site that the property stands on, or landslip.

£100 excess unless otherwise stated in the policy schedule.

Loss or damage if you knew when this policy was originally incepted that any part of the building had already been damaged by subsidence, heave or landslip, unless you told us about this and we accepted it.

Loss or damage resulting from coastal or river erosion.

Loss or damage to or resulting from movement of solid floor slabs unless the foundations beneath the external walls of the property are damaged by the same cause at the same time.

Loss or damage within 10 years of construction caused by structures bedding down or made-up ground settling.

Loss or damage occurring whilst the buildings are undergoing demolition, structural alteration or structural repair.

Loss or damage caused by faulty materials, design or poor workmanship.

Loss or damage where compensation is provided by contract or legislation.

9

Falling trees or branches.

£100 excess unless otherwise stated in the policy schedule.

Loss or damage arising from felling, lopping or topping of trees.

The cost of removal of the fallen tree or branch.

#### 10

Fuel and metered water.

Accidental loss of:

- a. domestic heating fuel
- b. metered water

for which you are responsible.

The most we will pay is £1,000 for any one incident.

#### 11

Loss of rent and the cost of alternative accommodation.

If the contents are damaged by any cause listed under Section B 1-9 and, as a result, the property cannot be lived in, we will pay:

- a. for your loss of rent that is no longer paid as a result of the claim; and
- any comparable alternative accommodation expenses until the property is ready to be lived in.

The most we will pay is 20% of the contents sum insured for any one incident.

#### 12

Liability arising out of Contents

Subject to the limit below we will pay any amount that you become legally liable to pay as compensation (including claimants costs and expenses) occurring during the period of insurance and arising from your ownership of the landlord's contents in respect of accidental:

- injury to any person.
- damage to material property not belonging to or in the custody or control of you or your employee (except for domestic employees' personal effects).

### What is not covered

£100 excess unless otherwise stated in the policy schedule.

Loss or damage occurring whilst the property has been left unoccupied.

If you have chosen both buildings and contents insurance then we will only pay under one section for any one claim.

£100 excess unless otherwise stated in the policy schedule.

Any loss when the property is untenanted unless at the time of the incident giving rise to the damage, there was a signed tenancy agreement to confirm future occupation.

Any loss once the damaged part of the property is habitable.

Any loss where the damage was caused by the tenant.

If you have chosen both buildings and contents insurance then we will only pay under one section for any one claim.

Liability in respect of injury to you or your family.

Loss of or damage to property which you or your family own or are responsible for.

Any trade, business or profession of you or your family other than the letting of the property.

Liability covered by any other policy.

Liability arising from:

 any deliberate act by you or any domestic employee whilst engaged in supervisory duties unless caused by wilful misconduct of an employee.

#### 12

In the event of your death we will treat your legal personal representative as you in respect of liability incurred by you.

The most we will pay is £2,000,000 including costs and expenses agreed by us in writing for any one claim or series of claims arising from any one event or one source or original cause.

### What is not covered

- an agreement or contract unless liability would have applied anyway.
- the passing on of any contagious disease or virus.
- the ownership, possession or use of aircraft, boats, watercraft or mechanically propelled vehicles which includes motor cycles, children's motor cycles and children's motor cars, quad bikes, children's quad bikes and children's motor scooters, trains, caravans or trailers. However, we will cover liability arising from the ownership, possession or use of lawn mowers and garden tools.
- authorised or unauthorised transmission of electronic data
- the content of any website, your email, intranet or extranet
- erasure, loss, distortion, corruption or alteration of electronic data or any loss of use resulting in reduction of functionality
- failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data to correctly recognise any given date or to process data or to operate properly due to a failure to recognise any given date.

#### 13

Replacement Locks

If keys to the locks of:

- a. external doors or windows of the property
- b. a safe within or an alarm protecting your property are accidentally lost or stolen we will pay the cost of replacing the locks or lock mechanisms.

The most we will pay is £500 for any one incident.

### £100 excess unless otherwise stated in the policy schedule.

Loss or damage to locks caused by mechanical, electrical or electronic fault or breakdown.

If you have chosen both buildings and contents insurance then we will only pay under one section for any one claim.

### **Contents - Accidental Damage Cover**

This cover only applies if you have selected it and it is shown on your policy schedule.

### What is covered

14

Accidental Damage.

### What is not covered

£100 excess unless otherwise stated in the policy schedule.

Anything set out in the General Exclusions.

Maintenance and normal redecoration costs.

Damage excluded in other parts of the Contents Section B.

#### Damage caused by:

- wear and tear, rats, mice, squirrels, owls, birds, foxes, bats, badgers, insects, fungus, atmospheric or climatic conditions, or anything that happens gradually;
- faulty materials, design or workmanship;
- mechanical, electronic fault or breakdown;
- water entering the property regardless of how this happened (please note certain water damage is covered under Contents Section B);
- building renovations, alterations, extensions or repairs.

Loss or damage whilst the property is unoccupied.

#### **General Conditions**

These conditions apply to all sections of the policy. Failure to comply with the terms below may result in us cancelling the policy and/or refusing to pay any claim; we may not pay any claim in full, we may revise the premium and/or change any excess and/or the extent of cover may be affected.

#### 1. Your duty to prevent loss or damage

- a. You must take precautions to prevent accidents, loss or damage.
- b. All property insured under this policy must be maintained in good condition.
- c. If loss or damage does occur you must take steps to prevent further loss or damage where possible.

#### 2. Your policy

Your policy includes:

- · your policy schedule;
- · this booklet:
- any notice to policyholders:
- any endorsements which apply to your cover as shown in your policy schedule.

#### 3. Claims

Your duties:

As soon as you are aware of an incident or cause which is likely to lead to a claim under this policy, you must:

- tell the police at your earliest opportunity about any property which has been lost, stolen or maliciously damaged, and get a crime reference number;
- contact your insurer at your earliest opportunity;
- do all you can to get back any lost or stolen property and tell your insurer without unnecessary delay if any property is then returned to you;
- send your insurer any correspondence, legal or otherwise, received in relation to a claim or an event which may lead to a claim;
- avoid discussing liability with anyone else without your insurer's permission;
- You can make any temporary repairs to prevent further loss or damage. However, until you have discussed your claim with us we are unable to confirm that the loss or damage is covered by your policy.
- You should keep a copy of the invoices relating to the temporary repairs as they may form part of your claim.
- It would be helpful if you could take photographs of the damage.
- We must have the chance to inspect the damage before you carry out permanent repairs.

To help prove your claim your insurer may require you to provide any of the following items including but not limited to:

 original purchase receipts, serial numbers, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans, tenancy agreement and deeds of your property.

To help assist in dealing with your claim your insurer may require you to obtain estimates for the replacement or repair of damaged property. They will only ask for information relevant to your claim and they will pay for any expenses you incur in providing that information as part of your claim.

If someone is holding you responsible for damage to their property or for injury to them, please tell us at your first opportunity and give us full written details. If you receive any correspondence in relation to the claim, do not respond directly to it, please forward it on to us (This could include any claim form, summons to appear in court or other legal document). Do not admit you are responsible.

How your claim will be settled:

Your insurer will at their option repair, reinstate or replace the lost or damaged property, subject to the appropiate excess:

- Where property cannot be replaced or repaired your insurer will pay in cash the amount of the loss or damage. The sums insured will not be reduced by any claim;
- Where your insurer can offer repair or replacement through a preferred supplier but agrees to pay
  a cash settlement, then payment will not exceed the amount that they would have paid the preferred
  supplier. If an equivalent replacement is not available then your insurer will pay the full replacement
  cost of the item;

- An approved supplier may be appointed by your insurer to act on their behalf to further validate your claim and they are authorised to arrange a quotation, a repair or a replacement where appropriate;
- Any permanent repairs made by our approved suppliers are guaranteed.

#### Matching sets, suites and carpets

An individual item of a matching set of articles or suite of furniture or sanitary ware or other bathroom fittings is regarded as a single item. Your insurer will pay you for individual damaged items but not for undamaged companion pieces. If the individual damaged items cannot be repaired or a replacement found we will also pay up to 50% towards the undamaged part of the set or suite of furniture, sanitary ware or bathroom fittings. Where carpeting is damaged beyond repair only the damaged carpet will be replaced - not undamaged carpet in adjoining rooms.

#### Wear and Tear

Under Section A - Buildings, if repair or reinstatement is carried out there will be no deduction provided that the sum insured represents the full value of the buildings and they have been maintained in good repair.

Under Section B - Contents there will be a deduction for clothes, furs and household linen. There will be no deduction for all other contents provided they have been maintained in good repair and the sum insured represents the full value of the property.

#### 4. Other Insurance

If at the time of any claim you have other insurance covering the claim we will only pay our share of the claim even if the other insurer refuses the claim.

#### 5. Your Insurer's rights

Your insurer may:

- take over and conduct the defence or settlement of any claim, or right you may have against another person, in your name;
- enforce your right against any other person (in your name for your insurers own benefit) any claim for indemnity or damage;
- in a perceived emergency enter the property where loss or damage has occurred. To safeguard the property against further loss or damage, your insurer may take and keep possession of insured contents and personal possessions and deal with the salvage.

Your insurer has the right to do as your insurer sees fit in legal action and in settling your claim.

#### 6. Fraud

If you or anyone acting for you:

- deliberately misrepresents or deliberately fails to disclose relevant facts at any time that affect either the terms and conditions, the premium or whether we accept cover;
- makes a claim in a fraudulent or false way, or where we are given any documents which are false or stolen;

#### We may:

- cancel or void your policy and all other policies to which you are connected to with us;
- not pay any claim which is in any way fraudulent, false or exaggerated;
- aim to recover any costs we have incurred and not return any premium;
- tell the police if we suspect fraud.

#### 7. Your duty to keep to the conditions of this policy

To be covered by this insurance, you must keep to the terms and conditions of this policy.

#### 8. Arbitration

If we accept your claim but you do not agree with the amount we will pay you, we will refer the matter to an arbitrator chosen by you and us. You cannot take any action against us until you and we have received the arbitrator's final decision.

#### 9. Index Linking

The buildings sum insured in your policy schedule will be adjusted monthly and updated each year at the renewal date in line with any increase in the level of the House Building Cost Index (prepared by the Royal

Institution of Chartered Surveyors) or any suitable alternative index we choose. The new sums insured and renewal premium will be shown on your renewal notice.

The contents sum insured will be automatically adjusted in line with changes in The Consumer Durable Section of the General Index of Retail Prices or its equivalent.

#### 10. The right level of cover

It is your responsibility to make sure that the amount you insure represents the full value of your property.

For buildings, this means the full cost of rebuilding the property, including any outbuildings in the same form, size, style and condition as when new and including debris removal and building fees.

It is important that you insure for the full amount, as the sums insured in the policy schedule are the maximum that we will pay in the event of a claim. If the sum insured is less than the full value of the property insured, we will reduce the amount claimed in proportion with the underinsurance. For example, if the amount insured is only 80% of the actual replacement cost, we will only pay 80% of your claim.

#### 11. Information and changes you must tell us about

Please tell your insurance advisor if there are any changes to the information set out in the statement of fact or on your policy schedule. You must also tell your insurance advisor about the following changes:

- any intended alteration to, extension to or renovation of the property. However you do not need to tell your insurance advisor about internal alterations to the property unless creating an additional bedroom, bathroom or shower room;
- any change to the people insured, or to be insured;
- any change or addition to the contents or the property to be insured that results in the need to increase the amounts insured or the limits that are shown on your policy schedule;
- if the property is to be sub-let, or used for business purposes (other than occasional clerical work);
- if the property is to be unoccupied;
- if any member of your household or any person to be insured on this policy is charged with, or convicted of a criminal offence (other than motoring offences), or is declared bankrupt or has received a County Court Judgement (CCJ).
- · A change to your correspondence address;
- · If you are no longer residing within the UK

If you are in any doubt, please contact your insurance advisor.

When your insurance advisor notifies us of a change, we will tell your insurance advisor if this affects your policy, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by you is not complete and accurate:

- we may cancel or void your policy and refuse to pay any claim;
- · we may not pay any claim in full;
- we may revise the premium and/or change any excess and/or the extent of the cover may be affected.

In some circumstances we may not be able to continue your policy following the changes. Where this happens you will be told and the policy will be cancelled in line with your Cancellation Rights.

#### 12. Sanctions

We will not provide cover, be liable to pay any claim or provide any benefit where doing so would expose us or any member of our group to:

- · any sanctions, prohibitions or restrictions under United Nations resolutions; or
- the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **General Exclusions**

This policy does not cover:

#### 1. War

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

#### 2. Terrorism

Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of terrorism or anything connected with terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism is defined as any act or acts including, but not limited to:

- a. the use or threat of force and/or violence;
- b. harm or damage to life and/or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means.
- c. those caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or
- d. occasioned in whole or in part for such purposes.

#### 3. Electronic Risk

Any loss or damage directly or indirectly caused by or consisting of or arising from:

- a. Erasure, loss, distortion or corruption of information on or reduction in the functionality availability or operation of any electronic equipment whether belonging to you or not caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or expected program, instruction or command or any other computer or electronic virus.
- b. The failure of any electronic equipment to recognise accept respond to or process any data or instruction.

However subsequent loss or damage which is otherwise covered by your policy is nevertheless insured.

This is not applicable to your liability as the owner of the property and liability arising out of contents cover.

#### 4. Sonic Bangs

Loss of or damage to property caused by pressure waves from aircraft and or other aerial devices travelling at or above the speed of sound.

### 5. Radioactivity

Loss, damage or liability which involves:

- a. Ionising radiation or radioactive contamination by nuclear fuel or nuclear waste;
- b. The radioactive toxic explosive or other dangerous properties of explosive nuclear equipment.

#### 6. Pollution or contamination

Loss, damage or liability arising from pollution or contamination unless caused by:

- a. A sudden and unexpected accident which can be identified.
- b. Heating fuel leaking from a domestic heating installation at the property.

#### 7. Things that happen gradually

Any loss, damage or liability arising from anything that happens gradually.

#### 8. Confiscation

Loss of or damage to any property due to confiscation, requisition or destruction by order of any government, public or local authority.

#### 9. Existing damage

Any loss, damage, injury or liability as a result of an event which happened before the cover under this policy started.

#### 10. Deliberate Acts

Any legal responsibility for the injury to any person or loss or damage (direct or indirect) caused by a deliberate act or omission to act by anyone lawfully in the property.

#### 11. Geographical Limits

Any damage, injury or liability arising out of any event outside Great Britain, Northern Ireland, Isle of Man or the Channel Islands unless specifically included in the policy wording.

#### 12. Loss of value and depreciation

Loss of value and depreciation resulting from the repair or replacement of lost or damaged property.

#### 13. Contractors

Any claims arising out of the activities of contractors.

#### 14. Domestic animals

Loss or damage caused by domestic animals.

#### 15. Unforeseen Loss

Any loss that is not the direct result of the insured incident itself.

#### 16. Defective construction or design

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

#### 17. Illegal activities

Any loss or damage caused as a result of the property being used for illegal activities, unless you were unaware of the illegal activity and the property has been inspected as permitted under the tenancy agreement and an inspection log has been maintained.

### Important notices

#### **Defective Premises Act 1972**

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (opsi.gov.uk) or contact the Citizens Advice Bureau.

#### Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

#### **Dangerous Dogs Act 1991**

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described in the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (opsi.gov.uk) or contact the Citizens Advice Bureau.

### **Important Advice**

This policy is designed to protect you against the risk of things happening suddenly which you could not have expected such as fire, theft, flood and storm. It is not designed to protect you against losses that arise due to the gradual deterioration or poor maintenance of the property.

We want to ensure that you are fully aware of the extent of your cover, and would therefore urge you to read this policy wording in full along with the policy schedule.

We have also taken this opportunity to bring some helpful information to your attention. This section does not form part of your policy and contains only examples of what is contained in your policy wording.

#### Storms

Properties are designed to withstand damage by all but the most extreme weather conditions. Normal weather conditions should not cause damage to a well maintained property. It is therefore important that you keep the property in a good state of repair.

Areas that you should focus on include blocked or broken gutters or down-pipes, and loose or damaged roof tiles.

Some areas like flat roofs, fascia boards and boundary walls are difficult to inspect so if you cannot check them yourself you should use a relevant building expert to do this for you.

#### Collision

If someone crashes into your wall or the property make sure you record their name, address, vehicle registration and contact details. We will need this information to help us try to recover your excess.

#### Subsidence

Damage caused by subsidence is the result of ground movement affecting the property. The most common signs of this are diagonal cracks away from door and window frames.

New properties will often move for reasons other than subsidence and this natural settlement is not covered. Subsidence and other types of ground movement can be difficult and complex to repair. It is important that you tell us at your earliest opportunity if you think the property may be affected.

#### Escape of water

Your cover for escape of water is designed to cover damage to the property caused by water leaks. It's always a good idea to get your boiler checked and/or serviced by a Gas Safe/ Oftec/Hetas certified engineer, depending on your heating system, in plenty of time for winter. This will help prevent boiler failure which could leave you with no heating and/or hot water.

One of the biggest risks of water damage occurs when you are away during the winter where pipes can freeze and burst causing large amounts of damage. It is important that you take steps to avoid this by keeping your central heating on low so your pipes do not freeze over. If you want to turn your heating off then you should drain your central heating system and switch off the water at the mains.

Pipes often burst because they have worn out; if this happens you should turn off the main stop tap and contact a plumber.

In addition, damage can occur due to water leaks caused when the sealant or grout around your bath or shower has worn away or failed.

#### Fires

A large percentage of fires start in the kitchen, and are caused by faulty electrical appliances or unattended cooking pans and equipment - particularly chip pans. In addition candles, cigarettes, electric blankets and overloaded plug sockets cause a significant fire risk.

Always purchase electrical goods from a reputable supplier as branded goods sold via untraceable internet suppliers at much reduced prices may be counterfeit and/or may not be fitted with the appropriate safeguards against the risk of fire.

Please ensure you bear these risks in mind and take adequate precautions to protect yourself and the

Smoke alarms save many lives and significant damage every year, please ensure that you have them fitted and check them regularly.

#### Floods

If water has or is expected to enter the property you should secure the property and move your valuables and essentials to an elevated place or upper floor. You should also turn off all the utilities like power, water

and gas supplies at their main source and disconnect all electrical appliances if possible. If you know that you live in an area which is prone to flooding, there are additional steps you can take to protect the property and we would recommend contacting your local Environment Agency for further advice or call Floodline on 0345 988 1188.

#### **Drains**

Some drains which use defective materials such as pitch fibre in their construction are prone to wear out over time naturally. There are more specific insurance policies available to protect you against this risk which can be sought elsewhere.

#### **Thefts**

Many thefts are committed by so called 'opportunist' criminals. The property is significantly more likely to be burgled if accessible entrances are not locked and secured. Your policy may carry an endorsement about the security you have in place to prevent thefts, this usually requires you to have certain types of door and window locks. Please check your policy schedule for details of any endorsements that may be applicable. If you fail to meet these requirements we may impose a higher excess for theft claims.

If the property is vacant you can make it appear occupied. Ask a neighbour to pick up the mail, cancel milk and any other regular deliveries and use timers on lights if you have them.

## first 2 protect

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