

first **2** protect



Your Let Property  
Policy Wording



# Your Let Property Policy Wording

## Contents

2	Your policy wording
2	Renewing your policy
2-3	Changes to your circumstances
3	Your right to cancel
3-4	What to do if you have a complaint
4	Financial Services Compensation Scheme
4	The law applicable to this policy
5-6	The meaning of words

### The cover provided:

7-14	Section A - Buildings
15	Buildings - Optional Cover
16-20	Section B - Contents
21	Contents - Optional Cover
22-24	General Conditions
25-26	General Exclusions
26	Important Notices

## 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 contact and product 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 insurer's product information document** and **your insurer's contact and product 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 contract is based on the information you gave **your insurance advisor**, as shown in **your statement of fact**. The legally binding contract includes this policy wording, **your policy schedule** and **your statement of fact**.

**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 fact** carefully as **your** insurance contract is based on the information provided by you on the **statement of fact**. 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 **your 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. In these circumstances you will not be charged a cancellation fee (see **Your Right to Cancel**).

## 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 home 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 your 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 (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 held on your records 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 we suspect fraud; 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's contact and product 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](mailto: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](http://www.financial-ombudsman.org.uk).

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

### Online Dispute Resolution

The European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service please go to: <http://ec.europa.eu/odr>

## 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](http://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:

- a. **you** and **we** agree otherwise; or
- b. at the date of the contract, **you** are a resident of Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case, only if **you** and **we** agree, the law of that country will apply.

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 **your property** and the following if they form part of **your property** and belong to **you** or are **your** responsibility; Landlord's fixtures and fittings in or on the buildings, sheds, greenhouses, 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**, laminated, wooden effect or vinyl floor coverings that could not be removed and re-used.

**Contents** - Household goods and furnishings that **you** own or that **you** are legally responsible for:

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** including ceilings, wallpaper, fixtures and fittings;
- 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.

**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.

**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 for the policy **you** have chosen.

**Insurer Contact and Product 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 **your 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**.

**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 **your 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** - The authorised **insurer** shown in **your policy schedule**.

**You, Your** - The person named as the policyholder in the **policy schedule** during the **period of insurance** in the **policy schedule**.

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

**Your Insurer, Their, They** - **Your** insurer as named in the **policy schedule**.

# Section A - Buildings

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

### The Buildings

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

- 1**
- a. Fire, lightning, explosion, or earthquake
  - b. Smoke

- 2**
- Storm**, flood or weight of snow.

- 3**
- a. Riot, civil unrest, strikes, and labour or political disturbances;
- Continued*

## What is not covered

See also the General Conditions and General Exclusions.

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

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.

- £100 excess** unless otherwise stated in the **policy schedule**.
- b. Loss or damage that happens gradually.

- £100 excess** unless otherwise stated in the **policy schedule**.
- Loss or damage by frost
  - Loss or damage caused by rising **water table** levels
  - Loss or damage caused by **subsidence**, **heave** or **landslip** other than as covered under **Buildings** Section A - 8
  - Loss or damage to domestic fixed fuel tanks in the open, swimming pools, tennis courts, drives, patios and terraces, fences, gates and hedges

- £100 excess** unless otherwise stated in the **policy schedule**.
- Loss or damage that is not reported to the police.
- Continued*

## What is covered

3

- 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.

## What is not covered

- b. Loss or damage caused by

- You
- Domestic employees

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

4

Collision by:

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

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

- b. Loss or damage caused by domestic animals.

5

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

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

Damage to the installation itself.

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 the **property**.

**Subsidence, heave or landslip** caused by water escaping from **your property**.

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

8

## What is covered

6

Theft or attempted theft.

7

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

8

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

*Continued*

## What is not covered

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

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

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

Damage to hedges, fences and gates.

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

Damage to domestic outbuildings that form part of **your 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.

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.

Damage resulting from coastal or river erosion.

*Continued*

## What is covered

8

## What is not covered

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.

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

Damage occurring whilst the **buildings** are undergoing demolition, structural alteration or structural repair.

Loss or damage caused by faulty design or inadequate foundations which did not meet building regulations current at the time of construction.

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.

The cost of removal of the fallen tree or branch.

10

Loss of rent and the cost of alternative accommodation.

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

- **your** loss of rent (including ground rent) and;

*Continued*

£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.

*Continued*

10

## What is covered

10

- 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.

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.

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).

13

Replacement locks.

If keys to the locks of:

- external doors or windows of the **property**

*Continued*

## What is not covered

Any damage caused by the **tenants**.

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

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.

Damage which **you** are not legally responsible to repair.

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

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

£100 **excess** unless otherwise stated in the **policy schedule**

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

*Continued*

## What is covered

13

- 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.

14

Trace and access.

If the **buildings** are damaged due to water and /or heating fuel escaping from tanks, pipes, equipment or fixed heating systems in the **property** **we** will pay the cost of removing and replacing any other part of the **buildings** necessary to find and repair the source of the leak and making good.”

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

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.

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

*Continued*

## What is not covered

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

The cost of repairing the leak.

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

Loss or damage:

- if the property is unoccupied.

*Continued*

12

## What is covered

16

is completed.

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

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**, illness or disease to any person;
- ii. loss of or damage to **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;**

- i. **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

- if the **property** is insured under another policy;
- after the sale has completed.

Liability: a) and b)

- as occupier of the **buildings**.
- for accidental bodily injury or illness to **you** or any person **you** employ if the **injury** or illness 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.

Liability: a) and b)

- 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 **injury**, death, disease or illness 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 Notice - Page 6).
- The passing on of any contagious disease or virus.

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

## What is 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 or demolishing or 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.

## What is not covered

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

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 fuel
- b. 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.

14

## Buildings - Optional 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.
- Damage excluded in other parts of the Buildings Section A.
- 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.
  - chewing, scratching, tearing or fouling by domestic animals.
  - 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 whilst the property is unoccupied.

# Section B - Contents

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

## What is covered

### Contents in the property.

Loss of or damage to the **contents** in your **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.

1

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

2

**Storm**, flood or weight of snow

## What is not covered

Also see General Conditions and General Exclusions.

**Motorised vehicles**, aircraft, boats, boards, and craft designed to be used on or in water, caravans, trailers, and the parts spares and accessories on or in any of these.

Any living creature.

Securities (stocks and shares) and documents of any kind.

Landlord's fixtures and fittings included in the **buildings** section.

Items held or used for business or professional purposes.

Any part of the **buildings**.

Items of **contents** more specifically insured by any other insurance.

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

- b. Loss or damage that happens gradually.

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

Loss or damage to property in the open.

Loss or damage caused by rising **water table** levels.

Loss or damage caused by frost.

Loss or damage caused by **subsidence**, **heave** or **landslip** other than as covered under **Contents** Section B-8.

## What is covered

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.

4

Collision by:

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

5

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

6

Theft or attempted theft.

## What is not covered

£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**.

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

- b. Loss or damage caused by domestic animals.

£250 **excess** unless otherwise stated in the **policy schedule**

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

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

**Subsidence, heave or landslip** caused by water escaping from the **property**.

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

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

*Continued*

## What is covered

6

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

8

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

## What is not covered

Loss or damage unless caused by forcible and violent entry.

£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.

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

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.

Damage resulting from coastal or river erosion.

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.

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

Damage occurring whilst the **buildings** are undergoing demolition, structural alteration or structural repair.

*Continued*

## What is covered

8

9

Falling trees or branches.

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
- b. 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.

## What is not covered

Damage caused by faulty materials, design or poor workmanship.

Any loss or damage where compensation is provided by contract or legislation.

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

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

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

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

£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.

## What is covered

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:

- death bodily **injury** or illness of 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).

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

Liability in respect of accidental death, bodily injury, illness or disease 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 **buildings**.

Liability covered by any other policy.

Liability arising from:

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

13

### Replacement Locks

If keys to the locks of:

- a. external doors or windows of your 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.

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

20

## Contents - Optional 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;
- chewing, scratching, tearing or fouling by domestic animals;
- 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 original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans 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 appropriate **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 **your property** where loss or damage has occurred. To safeguard **your** 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 **your 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 **your property**. However **you** do not need to tell **your insurance advisor** about internal alterations to **your 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 **your property** is to be sub-let, or used for business purposes (other than occasional clerical work);
- if **your 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's** notify 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 **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.

# 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 occasioned in whole or in part for such purposes.

## 3. Date change and computer viruses

Any loss, damage or liability arising from:

- a. The failure of a computer chip, computer software, or any other electronic equipment to recognise a true calendar date.
- b. Computer viruses.

## 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. 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.

## 9. Contractors

Any claims arising out of the activities of contractors.

## 10. 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.

## 11. Confiscation

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

## 12. Existing damage

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

### 13. Deliberate Acts

Any loss or damage deliberately caused by **you**, or by any other person lawfully in the property.

### 14. Domestic pets

Loss or damage caused by domestic pets.

### 15. Unforeseen Loss

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

## 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](http://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.

### 16. 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.

### 17. Loss of value and depreciation

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

### 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](http://opsi.gov.uk)) or contact the Citizens Advice Bureau.









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