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Your Let Property Policy Wording

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Welcome

Thank **you** for choosing **First2Protect** for **your property** insurance.

First2Protect aims to provide **you** with outstanding customer service at all times and make insuring through us as easy as possible.

In this booklet, **you** will find everything **you** need to know about **your** cover, including what is covered and what is not.

You can access your policy on the **First2Protect** portal using the below link, the portal allows **you** to:

- View **your** documentation
- Make changes to **your** quotes or policy
- Renew **your** policy
- Quote a new property

https://portal.first2protect.co.uk

Terms and purpose of cover

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, general 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 **First2Protect** 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.

Please read the **statement of fact** carefully 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 **First2Protect** immediately to enable **First2Protect** 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.

Changes to your circumstances

Please tell **First2Protect** 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 **First2Protect**, **you** may find that **you** are not covered if **you** need to make a claim.

Making a claim

In the event of an emergency, check any Home Emergency cover **you** may have, as this may be a more suitable policy for **you** to claim on.

Check **your policy schedule** and this policy wording, which give details of what is covered and what is not covered.

Follow the General Conditions and General Exclusions of this policy wording.

Please call the number shown on **your insurer information document** at **your** earliest opportunity.

If **you** have any questions, please contact **First2Protect**.

The meaning of words

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

Accidental Damage – Visible damage caused suddenly and unintentionally 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**, air and ground source heat pumps, electrical car charging points, floor coverings (not including carpets).

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

The definition of **landlords contents** does not include:

- Contents insured under any other insurance policy
- Securities (stocks and shares) and documents of any kind
- **Motorised vehicles**, aircraft, boats, caravans, trailers, and the parts, spares and accessories of any of these
- Any part of the **buildings (**other than **fixtures and fittings)**
- Property held in connection with **your** trade, business or occupation other than the letting of the **property** specified in **your policy schedule**
- Any living creature
- **Valuables**
- **Personal money**
- Credit cards

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 – Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by an electronic device.

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.

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 (not including carpets).

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.

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

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

Landslip – Downward movement of sloping ground.

Malicious Acts – A wilful act to cause damage with wrongful intention.

Motorised Vehicles - Any electrically or mechanically powered vehicle:

Including:

- Plant machinery, mini diggers, fork lift trucks
- Pedestrian-controlled aircrafts and drones
- Electrically powered scooters, quad bikes, motorcycles, hover boards & segways

Not including:

- Vehicles used only as domestic gardening equipment such as ride on lawn mowers within the boundaries of the land belonging to the **property**

Period of Insurance - The period of time covered by this policy as shown on **your policy schedule**

The meaning of words

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, pre paid cash cards and phone cards all held for social, domestic or charitable purposes.

The definition of **personal money** does not include business money or virtual currencies (including but not limited to cryptocurrency).

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, permanent outbuildings, stables and garages (including car ports) at the same residence.

Settlement - Compaction of the ground below a structure up to 10 years after it was built.

Statement of Fact – A printed or printable document showing the information provided or validated by **you** and is the means to identify the information collected in order to offer the contract.

Storm – A period of violent weather defined as: Wind with gusts of at least 48 knots (55mph), heavy rainfall at a rate of at least 25mm per hour, snow to a depth of at least 30cm in 24 hours, or hail that causes damage to hard surfaces or breaks glass.

Subsidence – Downwards movement of the ground beneath the **buildings** other than that caused by **settlement**.

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.

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**.

First2Protect- **Your** policy administrator as shown in **your** terms of business agreement with **you**.

Section A - Buildings Cover

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 perils.

✗ What is not covered
Any **contents.**

The total **excess** as shown in **your policy schedule**.

Also see General Exclusions and General Conditions.

1. Fire

✓ What is covered
- Fire, lightning, explosion, or earthquake
- Smoke

2. Storm

✓ What is covered
Storm, flood or weight of snow.

✗ What is not covered
Loss or damage
- Caused by rising **water table** levels
- Caused by frost
- To fences, gates and hedges, roof vegetation and growing medium (including but not limited to; soil, compost, peat, gravel, sand and bark)

3. Riot

✓ What is covered
a. Riot, civil unrest, strikes, and labour or political disturbances
b. **Malicious acts**

✗ What is not covered
Loss or damage that is not reported to the police.

b. Loss or damage
- Caused by **domestic employees**
- Occurring whilst the **property** has been left **unoccupied**

b. Any amount recovered or legally recoverable from the **tenant(s)**

4. Collision

✓ What is covered
Collision or impact by
- Aircraft or other flying objects or anything dropped from them
- Vehicles or animals
- Fireworks

✗ What is not covered

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

5. Escape of water

✓ What is covered

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 heating installation or from any domestic appliance

✗ What is not covered

Loss or damage

- Occurring whilst the **property** has been left **unoccupied**
- Caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on
- Caused by the failure or lack of appropriate sealant and/or grout
- To solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping from within the **property**
- To the installation itself

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

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

6. Theft

✓ What is covered

Theft or attempted theft.

✗ What is not covered

Loss or damage

- Occurring whilst the **property** has been left **unoccupied**
- Unless caused by violent and forcible entry or by the **tenant**

Theft

- By deception, unless deception is used solely as a means to enter the **property**

7. Falling radio

✓ What is covered

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

✗ What is not covered

Loss or damage

- To hedges, fences and gates unless the **property** is damaged at the same time and by the same cause
- Arising from erection, dismantling, repair or maintenance
- To the installation

8. Subsidence

✓ What is covered

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

✗ What is not covered

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** air and ground source heat pumps, electrical car charging points unless the **property** is damaged by the same cause at the same time
- 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
- Resulting from coastal or river erosion
- 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
- Caused by **settlement**
- Occurring whilst the **buildings** are undergoing demolition, structural alteration or structural repair

Reduction in market value following repair.

9. Falling trees

✓ What is covered
Falling trees or branches.

✗ What is not covered
Loss or damage
- To gates and fences caused by felling, lopping or topping of trees
- To 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 unless the **property** is damaged at the same time and by the same cause.

10. Loss of rent and the cost of alternative accommodation

✓ What is covered
Loss of rent and the cost of alternative accommodation.

If the **property** is damaged by any cause listed under Section A - Buildings and, as a result it cannot be lived in, for the period necessary to put the **property** back in a fit state to live in, **we** will pay for
- Any ground rent **you** have to continue to pay
- Reasonable expenses **you** have to pay for suitable alternative accommodation for the **tenant(s)** and their domestic animals;

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

(When **we** refer to “reasonable accommodation expenses”, this means that **we** will pay for alternative accommodation for the **tenant(s)** and their domestic animals taking all the circumstances of your claim into account, including factors such as the **tenants** own needs, the alternative and comparable costs of accommodation available in the area and the length of time for which it is required).

✗ What is not covered
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
- Once the damaged part of the **property** is habitable
- Where the damage was caused by the **tenant(s)** intentionally

We will only pay under Section A - Buildings or Section B - Contents for any one claim. A claim cannot be made under both sections.

11. Replacement locks

✓ What is covered
If keys are accidentally lost or stolen **we** will pay the cost of replacing the locks or lock mechanisms to the locks of
- External doors or windows of the **property**

- A safe within or an alarm protecting the **property**

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

✗ What is not covered

We will only pay under Section A - Buildings or Section B - Contents for any one claim. A claim cannot be made under both sections.

12. Fuel and metered water

✓ What is covered

Accidental loss of

- Domestic heating fuel
- Metered water

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

✗ What is not covered

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

We will only pay under Section A - Buildings or Section B - Contents for any one claim. A claim cannot be made under both sections.

13. Emergency access

✓ What is covered

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.

14. Trace and access

✓ What is covered

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.

✗ What is not covered

Loss or damage to the apparatus from which water or heating fuel has escaped from.

15. Contracting purchaser

✓ What is covered

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.

✗ What is not covered

Loss or damage

- Occurring whilst the **property** has been left **unoccupied**
- If the **property** is insured under another policy
- After the sale has completed

16. Debris removal and buildings fees

✓ What is covered
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

✗ What is not covered
The costs of preparing a claim.

17. Blockage of sewer pipes

✓ What is covered
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.

✗ What is not covered
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
- Clearing blocked drains unless the blockage is caused by damage to the fabric of the drains insured by this section

18. Damage to services

✓ What is covered
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
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
- Which **you** are not legally responsible to repair

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.

19. Fixed Glass and Sanitary Ware

✓ What is covered
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).

✗ What is not covered
Loss or damage occurring whilst the **property** has been left **unoccupied**.

20. Unauthorised alterations

✓ What is covered
The costs for reinstating the **property** back to its original condition if the **tenant(s)** make alterations or changes to the property without your consent.

The most **we** will pay is £5,000 for any one incident.

✗ What is not covered
There will be no cover if the inside of the **property** has not been inspected as permitted under the tenancy agreement and an inspection log has been maintained.

21. Fly tipping

✓ What is covered
Costs arising from the clearing and removing of any property dumped illegally on the **property.**

The most **we** will pay is £5,000 for any one incident.

✗ What is not covered
Loss or damage occurring whilst the **property** has been left **unoccupied**.

22. Removal of nests

✓ What is covered
Costs incurred for the nests of rats, mice, cockroaches, bees, wasps, and hornets to be removed by a professional from the **property.**

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

✗ What is not covered
Any repeat claims where **you** have failed to follow guidance from us or the contractor to prevent continued or further infestations.

Pest infestations where **you** have not taken reasonable hygiene measures to prevent contamination or infestation.

23. Your liability as owner of the property

✓ What is covered
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
- 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)

Section A - Buildings Cover

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.

The most **we** will pay is £2,000,000 for any one incident. Unless a claim is made against **you** by any **domestic employee** where the injury happens as a result of or in the course of their employment by **you** (in which case the most **we** will pay for any one incident is £10,000,000)

✗ What is not covered

Liability: a) and b)

- As occupier of the **buildings**
- 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

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

Section A - Buildings Cover - Accidental Damage Cover

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

✓ What is covered

Accidental damage to the **buildings**.

✗ What is not covered

The total **excess** as shown in **your policy schedule**.

Also see General Exclusions and General Conditions.

Maintenance and redecoration costs as a result of wear and tear.

Loss or damage

- Excluded in other parts of Section A - Buildings
- Caused by **settlement**, shrinkage or expansion
- Caused by **buildings** renovations, alterations, extensions, or repairs
- Caused by paying guests or lodgers
- That happens whilst the **property** has been left **unoccupied**

Section B - Contents Cover

Contents 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 perils.

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

Any part of the **buildings**.

The total **excess** as shown in **your policy schedule**.

Also see General Exclusions and General Conditions.

Loss or damage to items not in the care, custody or control of **you** or **your family**.

1. Fire

✓ What is covered

- Fire, lightning, explosion, or earthquake
- Smoke

2. Storm

✓ What is covered

Storm, flood or weight of snow.

✗ What is not covered

Loss or damage

- Caused by rising **water table** levels
- Caused by frost
- To **landlords contents** in the open

3. Riot

✓ What is covered

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

✗ What is not covered

Loss or damage that is not reported to the police.
b. Loss or damage

- Caused by **domestic employees**
- Occurring whilst the **property** has been left **unoccupied**

b. Any amount recovered or legally recoverable from the **tenant.**

4. Collision

✓ What is covered

Collision or impact by

- Aircraft or other flying objects or anything dropped from them
- Vehicles or animals
- Fireworks

5. Escape of water

✓ What is covered

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 heating installation or from any domestic appliance

✗ What is not covered

Loss or damage

- Occurring whilst the **property** has been left **unoccupied**
- Caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on
- Caused by the failure or lack of appropriate sealant and/or grout

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

6. Theft

✓ What is covered

Theft or attempted theft.

✗ What is not covered

Loss or damage

- Occurring whilst the **property** has been left **unoccupied**

Theft

- By deception, unless deception is used solely as a means to enter the **property**
- Unless caused by violent and forcible entry or by the **tenant**

7. Falling radio

✓ What is covered

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

✗ What is not covered

Loss or damage

- Arising from erection, dismantling, repair or maintenance
- To the installation

8. Subsidence

✓ What is covered

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

✗ What is not covered

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
- Resulting from coastal or river erosion
- 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
- Caused by **settlement**
- Occurring whilst the **buildings** are undergoing demolition, structural alteration or structural repair

9. Falling trees

✓ What is covered

Falling trees or branches.

✗ What is not covered
Loss or damage arising from felling, lopping or topping of trees.

The cost of removal of the fallen tree or branch unless the **property** is damaged at the same time and by the same cause.

10. Loss of rent and the cost of alternative accommodation

✓ What is covered
Loss of rent and the cost of alternative accommodation.

If the **property** is damaged by any cause listed under Section B - Contents, events 1-9 and, as a result it cannot be lived in, for the period necessary to put the **property** back in a fit state to live in, **we** will pay for:
- Any ground rent **you** have to continue to pay
- Reasonable expenses **you** have to pay for suitable alternative accommodation for the **tenant** and their domestic animals
- The necessary cost of temporarily storing the **tenants** contents

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

(When **we** refer to "reasonable accommodation expenses", this means that **we** will pay for alternative accommodation for the **tenant** and their domestic animals taking all the circumstances of your claim into account, including factors such as the **tenants** own needs, the alternative and comparable costs of accommodation available in the area and the length of time for which it is required).

✗ What is not covered
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
- Once the damaged part of the **property** is habitable
- Where the damage was caused by the **tenant** intentionally

We will only pay under Section A - Buildings or Section B - Contents for any one claim. A claim cannot be made under both sections.

11. Replacement locks

✓ What is covered
If keys are accidentally lost or stolen **we** will pay the cost of replacing the locks or lock mechanisms to the locks of
- External doors or windows of the **property**
- A safe within or an alarm protecting the **property**

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

✗ What is not covered
We will only pay under Section A - Buildings or Section B - Contents for any one claim. A claim cannot be made under both sections.

12. Fuel and metered water

✓ What is covered
Accidental loss of
- Domestic heating fuel
- Metered water

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

✗ What is not covered
Loss or damage occurring whilst the **property** has been left **unoccupied**.

We will only pay under Section A - Buildings or Section B - Contents for any one claim. A claim cannot be made under both sections.

13. Unauthorised use of utilities

✓ What is covered
The additional gas, electricity and water incurred by **you** as a result of unauthorised use which **you** are legally responsible for.

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

✗ What is not covered
Loss or damage
- Occurring whilst the **property** has been left **unoccupied**
- Any standing charges **you** are required to pay
- The cost of gas, electricity, or water up to any minimum charges **you** are responsible for

14. Contents in the open

✓ What is covered
Loss of or damage to **contents** by any of the causes listed under Section B - Contents, events 1-9 happening in the open land belonging to the **property**.

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

✗ What is not covered
Loss or damage
- Occurring whilst the **property** has been left **unoccupied** or **unfurnished**.
- To plants, trees and any growing medium (including but not limited to; soil, compost, peat, gravel, sand and bark)
- Caused by **storm** or flood

15. Liability

✓ What is covered
Liability arising out of **Landlords 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)

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 for any one incident.

✗ What is not covered
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.**

Section B - Contents Cover

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
- 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 motorcycles, e-cycles, e-scooters, drones, children's motorcycles 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

Section B - Contents Cover - Accidental Damage Cover

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

✓ What is covered

Accidental damage to the **contents** while in the **property**.

✗ What is not covered

The total **excess** as shown in **your policy schedule**.

Also see General Exclusions and General Conditions.

Loss or damage

- Excluded in other parts of Section B - Contents
- Caused by the cost of remaking any film, tape or disc or the value of any information contained on it
- Occurring whilst the **property** has been left **unoccupied**
- Caused by **buildings** renovations, alterations, extensions, or repairs

Maintenance and redecoration costs as a result of wear and tear.

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:

- The use or threat of force and/or violence
- 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
- 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. Electronic risk

Loss, damage or liability arising directly or indirectly from:

- 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 unexpected program, instruction or command or any other computer or electronic virus
- The failure of any electronic equipment to recognise any given date or to accept, respond to or to operate properly due to a failure to recognise any given date
- The content of any website, **your** e-mail, intranet or extranet
- Authorised or unauthorised transmission of **electronic data**

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

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:

- Ionising radiation or radioactive contamination by nuclear fuel or nuclear waste
- 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 sudden and unexpected accident which can be identified
- Heating fuel leaking from a domestic heating installation at the **property**

7. Things that happen gradually

Loss, damage or liability arising from anything that happens gradually, including electrical or mechanical breakdown, mildew, fungus, wet rot or dry rot and light, atmospheric or climatic conditions. This also includes wear and tear.

8. Confiscation

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

General Exclusions

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

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

This exclusion does not apply to:
Section A - Buildings - 3. Riot and 6. Theft
Section B - Contents - 3. Riot and 6. Theft

11. Geographical limits
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. Vermin
Loss, damage or liability which involves vermin such as but not limited to rats, mice, squirrels, owls, birds, foxes, bats, badgers, insects and moths.

16. Defective construction or design
Loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

17. Illegal activities
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.

18. Restoration
Loss, damage or liability arising from the process of cleaning, washing, repairing or restoring any item.

19. Items used professionally
Loss or damage to contents when being used for business, trade, professional or employment purposes other than **home working equipment**.

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

- **You** must take precautions to prevent accidents, loss or damage
- All property insured under this policy must be maintained in good condition
- 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 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,** or any approved contractor, supplier or loss adjuster must have the chance to inspect the damage before **you** carry out permanent repairs or dispose of any damaged items

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, proof of authenticity, utility bills, pre-purchase surveys or plans, tenancy agreement and deeds of the **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 or cash alternative (including vouchers and/or store cards) the amount of the loss or damage
- Where **your insurer** can offer repair or replacement through a preferred supplier but agrees to pay a cash or cash alternative (including vouchers and/or store cards) 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
- **Your** insurer is entitled to assess **your** claim based on **our** approved supplier's or loss adjusters view and interpretation, even in situations where **you** have appointed a professional representative, such as a loss assessor or claims management company, to act on **your** behalf

- **Your** insurer is entitled to retain the right to communicate directly with **you** regarding **your** claim, even in situations where **you** have appointed a professional representative, such as a loss assessor or claims management company, to act on your behalf
- The sums insured will not be reduced by any claim
- Any permanent repairs made by **our** approved suppliers are guaranteed for a period of 12 months

Matching items
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 carpet or floor covering is damaged beyond repair only the damaged carpet or floor covering will be replaced. **Your insurer** won't cover any undamaged carpet or floor coverings in adjoining rooms, even if they're the same colour or design.

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 any **injury**, loss, damage or liability under 'Occupiers and Public liability' or 'Property owner's liability' is covered by any other insurance **we** will not make any payment.

If any other **injury**, loss, damage or liability is covered by any other insurance, contract or legislation then **we** will not pay more than **our** share.

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 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 fails to disclose relevant facts at any time
- Deliberately misrepresents or exaggerates information given, or acts dishonestly at any time
- 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 **your 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 **First2Protect** if there are any changes to the information set out in the **statement of fact** or on **your policy schedule**. **You** must also tell **First2Protect** about the following changes:

- Any intended alteration to, extension to or renovation of the **property**. However **you** do not need to tell **First2Protect** 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 **First2Protect.**

When **First2Protect** notifies **us** of a change, **we** will tell **First2Protect** 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
- The trade or economic sanctions, laws or regulations of any country

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 **your 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 or structures can often move for reasons other than **subsidence**, often because of the compaction of the ground below. This is known as **settlement** and 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 **tenants.**
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.

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 Information

Renewing your policy

At renewal, **First2Protect** will check that the premium offered by **your** current **insurer** is still the most competitive. If one of **First2Protect's** alternative panel members offers a more competitive price then **First2Protect** will transfer **your** cover to the alternative insurer. Please note that it is **your** responsibility to check that the information **First2Protect** holds for **you** is complete, accurate and up to date. It is also **your** responsibility to check that **your policy schedule**, sums insured, and any applicable **endorsements** to ensure cover remains adequate for **your** demands and needs. Please advise **First2Protect** at **your** earliest opportunity if cover no longer meets **your** demands and needs.

First2Protect or **your insurer** reserve the right to revise or withdraw any renewal invitation if any event takes place which gives rise to a claim before the date the renewal takes effect, even if **First2Protect** or **your insurer** are notified after the effective date.

Authority to renew

For **your** convenience and protection, provided that **First2Protect** is able to collect the premium by Direct Debit, **First2Protect** will automatically renew or replace **your** policy unless **you** tell **First2Protect** not to. **First2Protect** 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**).

Please note **you** can opt out of auto renewal at any time, free of charge. If **you** wish to do this, contact **First2Protect**.

If the **property** is in a flood plain, 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 to not cancel this policy until suitable alternative insurance arrangements are in place.

Change of insurer

As **your** agent acting on **your** behalf, **First2Protect** 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, **First2Protect** will cancel **your** existing policy and will arrange a suitable replacement; taking care to ensure there is no break in cover. **First2Protect** will advise **you** of any change in the policy terms.

In the event that **your insurer** either declines or withdraws cover **First2Protect** 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 **First2Protect** 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.

Your right to cancel

If you wish to cancel your policy please contact **First2Protect.**

Cancelling during the cooling off period

You have a statutory right to cancel **your** policy within 14 days from either:

- The day of purchase
- Cover start date or the renewal date of the contract
- The day which **you** receive **your** policy or renewal documentation

whichever date is later.

You policy will be cancelled back to the start date and no cover will have been provided. **You** will be entitled to a full refund of the premium paid and no cancellation fee will be charged.

If **you** do not wish for your cancellation to be backdated to the start date and request **you** are covered up to the date of a cancellation a £35 cancellation fee will be applied.

If a claim has been made, the full premium will be payable and no refund will be given.

Important Information

If **you** wish to cancel and the insurance has not yet started **you** will be entitled to a full refund of the premium and no cancellation fee will be charged.

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 to not cancel this policy until suitable alternative insurance arrangements are in place.

Cancelling after the cooling off period

You may cancel **your** insurance cover at any other time, **you** will be entitled to a refund of the premium paid minus payment for the time you were provided cover.

A £35 cancellation fee will be charged by **First2Protect** for all cancellations unless otherwise specified.

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

If a claim has been made, 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 to not cancel this policy until suitable alternative insurance arrangements are in place.

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

By purchasing a policy with **First2Protect**, **you** agree to any amounts **you** may owe us being deducted from any premium refund due to **you**.

Our right to cancel

We may cancel **your** policy if:

- Fraud has been suspected
- Fraud has been identified
- We have evidence **you** have acted fraudulently
- We have evidence **you** have deliberately given us incorrect or incomplete information

We may do this without notice and backdate **your** cancellation to the date when this happened. **You** will be sent the cancellation confirmation in writing if this happens.

First2Protect 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 confirmation in writing when such cancellation has taken place. Valid reasons include, but are not limited to:

- The day of purchase
- Where **First2Protect** has been unable to collect a premium payment and after writing to **you**, **your** payment is still outstanding
- If **you** haven't co-operated with **us** or sent **us** information **we** have requested and then this affects our ability to process a claim or defend our interests
- If **you** do not keep to the conditions of the policy wording, for example, if **you** have not provided complete, accurate and up to date information
- If **you** display threatening or abusive behaviour towards **our** staff or suppliers

What to do if you have a complaint

First2Protect strives to provide **you** with the highest standards of service at all times, but also recognises that things can go wrong. If **you** wish to discuss your policy or the service provided by **First2Protect** please contact the Customer Service Department in the first instances:

Post: First2Protect, 1st Floor, Keble House, Southernhay Gardens, Exeter, EX1 1NT

Email: customerservice@first2protect.co.uk

Telephone: 01392 849750

Alternatively, should you wish to make a complaint, please contact the Pivoal Financial Limited Customer Care team:

Post: Complaints Department, Pivotal Financial Limited, Unit A, Drivers Wharf, Northam Rd, Southampton, SO14 0PF

Email: general.insurance@pivotalfinancial.co.uk

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 **First2Protect** 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 **your** 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 businesses are not able to resolve with financial businesses.

For more information view their website www.financial-ombudsman.org.uk or contact them on the below details:

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

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

Telephone:
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

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.

first 2 protect
insurance services

powered by PIVOTAL

F2P-YL-PW 10.26

ADDEPT INSURANCE

LANDLORDS INSURANCE FOR TENANT'S PET DAMAGE

POLICY WORDING



NOT FOR LIONS

WELCOME TO SAGIC

Wholly owned by
The Salvation Army

The Policy ***you*** have purchased has been arranged by Addept Insurance Services Ltd and is underwritten by The Salvation Army General Insurance Corporation Limited (sagic).

Thank ***you*** for choosing sagic for ***your*** Tenant's Pet Damage insurance and I hope that ***you*** will be happy with ***your*** Policy and the reassurance it provides.

Your Policy is made up of this booklet and ***your*** Schedule. Please keep these documents in a safe place so that ***you*** may refer to them if ***you*** ever need to make a ***claim***. The level of cover provided under this Policy is shown in ***your*** Schedule and therefore please check the Schedule to ensure that the cover meets ***your*** needs.



Gordon Dewar
Managing Director
The Salvation Army General Insurance Corporation Limited

IMPORTANT NOTICE - COOLING-OFF PERIOD

This Policy is subject to a 'cooling-off' period. Under this, if ***you*** decide within 14 days of receiving the Policy that ***you*** do not wish to continue with the insurance, ***you*** may cancel ***your*** cover within this period and get all ***your*** money back as long as ***you*** have not made any ***claims***.

Please read ***your*** Policy carefully as soon as possible so that ***you*** can satisfy yourself that it meets ***your*** requirements before the end of the cooling-off period.

YOUR POLICY

This is ***your*** insurance Policy setting out the terms of the contract ***you*** have made with The Salvation Army General Insurance Corporation Limited, known as sagic, for the ***period of insurance*** stated in ***your*** Schedule. When ***your*** Policy falls due for renewal and ***you*** decide to renew the insurance with ***us***, ***you*** will receive an up-dated Schedule, which should be inserted in this booklet.

You are requested to read this document carefully to gain a full understanding of what is and what is not covered by this insurance Policy. There are some words in the Policy text that need to be defined so that their meaning in the context of this Policy is understood. These words are shown in the 'LIST OF DEFINITIONS' and they bear the defined meaning where they appear in the Policy wording in bold italic print.

This Policy wording provides details of all of the cover that is available. ***Your*** Schedule sets out the sums insured, limits, ***excesses***, etc. ***You*** should examine the details carefully to ensure that the information shown is correct. If any changes are necessary or ***you*** wish to cancel ***your*** Policy, please contact ***us*** immediately.

The 'GENERAL CONDITIONS' and 'EXCLUSIONS', which apply to the whole Policy, are very important and should be given close attention.

The Application and the Declaration completed by ***you*** and all the information ***you*** supplied during the proposal stage are incorporated in and form part of this Policy, this information will be sent to ***you*** in the form of a Statement of Fact for ***you*** to check.

It is important that the information contained in the Statement of Fact is correct as this may affect ***your*** cover. If ***you*** wish to change anything ***you*** must contact ***us*** immediately.

In return for the payment of the premium by ***you***, ***we*** will provide insurance in accordance with the Policy cover shown in ***your*** Schedule.

LAYOUT OF *YOUR* POLICY

It is important that ***you*** know how to make a complaint or ***claim*** under ***your*** insurance, so the details of the **Complaints Procedures** and the **Claims Procedures** appear at the front of the Policy booklet.

General Exclusions and **General Conditions** are a very important part of the contract, so to enable ***you*** to find them easily, appear next in the Policy booklet. These exclusions and conditions apply to the whole Policy.

Next, ***we*** set out the insurance coverage available under the Policy. ***Your*** Schedule sets out the details of the Policy ***you*** have purchased and so apply to ***you***.

The full layout of ***your*** Policy is shown under the heading Contents overleaf.

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THE INSURER

The Policy ***you*** have purchased has been arranged by Addept Insurance Services Ltd and is underwritten by sagic: -

The Salvation Army General Insurance Corporation Limited
Saxon House, 27 Duke Street, Chelmsford, CM1 2HT
(Registered No 101704 England)
Tel: 0300 030 1865
Fax: 0300 030 1866

www.sagic.co.uk

Sagic are authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and Prudential Regulation Authority, and ***you*** can check their status on the FCA Register, in the following ways: -

On the FCA website at www.fca.org.uk/register/
By telephoning the FCA Consumer Helpline on **0800 111 6768**
By writing to the FCA Consumer Helpdesk, 25 The North Colonnade, Canary Wharf, London E14 5HS

Sagic are members of: -
Financial Ombudsman Service
Financial Services Compensation Scheme
Association of British Insurers

DATA PRIVACY NOTICE

At sagic ***we*** recognise ***our*** responsibility to treat ***your*** personal information with care and to comply with all relevant legislation. For all personal information held about ***you we*** are classed as the data controller, ***we*** will process this information as necessary for performance of ***our*** contact of insurance with ***you;*** when it is in ***our*** legitimate interests to do so; and when ***we*** are obliged by law to do so.

To assist in administration of ***your*** Policy data may be passed to other parties including Brokers, Reinsurers, Loss Adjusters, Service Providers, Regulators, Police/Government/Fraud Prevention Agencies. These parties could also be a data controller and where necessary will issue their own Data Protection & Privacy Policies.

We may also record telephone calls to help ***us*** monitor and improve the services ***we*** provide, full details of how ***we*** use ***your*** data and ***your*** rights please see: -

https://www.sagic.co.uk/privacy-policy

USEFUL CONTACTS

The following information is supplied to enable ***you*** to contact the right person in ***our*** organisation quickly.

Alterations to or questions concerning your Policy:

To amend ***your*** Policy or ask a question about it, please contact ***your*** insurance broker in the first instance.

Claims under this Policy:

If ***you*** wish to make a ***claim*** or if ***you*** have any ***claims*** questions under any part of the Policy, please contact the sagic Claims Team.

Call
Sagic Customer Claims Service
0300 030 1865

Email
You can also contact ***our*** Claims Team by email claims@sagic.co.uk

GENERAL LIST OF POLICY DEFINITIONS

These definitions appear in bold italic text throughout the Policy.

Accidental Damage	Sudden, unintentional and unexpected physical breakage or damage that can be seen.
Addept	The company who have been authorised by sagic to arrange this insurance business on their behalf. Addept Insurance Services Ltd are authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is 586471.
Building/Buildings	***Your let property*** and ***your*** fixtures and fittings therein and thereon.
Claim(s)	A single loss or series of losses arising from one event for which cover is provided by this Policy.
Contents	Household goods, furniture and furnishings in ***your let property***, including interior decorations belonging to ***you,*** subject to the following exclusions: - (a) Any fixtures, fittings (including interior decorations), items of furniture, or personal effects or possessions belonging to ***your tenant***. (b) Any fixtures or fittings which are attached to the ***building*** in a permanent way such as fitted kitchen furniture, bathroom fittings and fitted bedroom furniture. (c) Domestic animals and fish. (d) ***Motor vehicles,*** trailers, their parts or accessories including car keys. (e) Caravans, horse boxes, trailers, and trailer-tents and the contents thereof. (f) Boats and other watercraft, surfboards, hovercrafts, aircraft and the contents thereof. (g) ***Money*** (h) ***Valuables***
Domestic Pet	A cat, dog or any other animal that is tamed or domesticated and is kept as a companion or for assistance and is under the control of a human and does not include any type of farm animal.
Excess/Excesses	The amount of the ***claim*** for which ***you*** are responsible.
Fees	The ***fees*** of architects, surveyors and other professionals that ***you*** incur in connection with the repair of damage to the ***buildings***. ***Our*** prior permission is required before such ***fees*** are incurred. ***Fees*** that ***you*** have to pay in connection with the preparation of ***your claim*** are not covered.

Let Property	The private dwelling used solely for domestic purposes, at the Risk Address as shown in ***your*** Schedule which ***you*** let to a ***tenant*** under a ***tenancy agreement***.
Maximum Amount Payable	The total amount payable by ***us*** in any one ***period of insurance***, as shown on ***your*** insurance policy Schedule, or any other amount as specified within this policy wording.
Motor Vehicle	Any electrically or mechanically propelled vehicle for adults or children. ***Motor vehicle*** does not include any: - (a) Vehicle used only as domestic gardening equipment within the boundaries of ***your let property***. (b) Vehicle designed to help disabled people provided the vehicle is not required to be registered for road use. (c) Battery operated golf cart or trolley. (d) Pedestrian controlled toy or model.
Money	Cash, bank and currency notes, cheques, ***money*** and postal orders, postage stamps which are not part of a stamp collection, savings stamps and savings certificates, premium bonds, luncheon vouchers, travellers cheques, travel season tickets and gift tokens. Any money, as defined, relating to ***your*** business is not covered.
Notice Period	Any period of notice specified in a notice issued by either ***you*** or the ***tenant*** to terminate the ***tenancy agreement.***
Period of Insurance	The period shown on ***your*** Schedule for which ***we*** agree to accept, and ***you*** have paid the premium.
Tenancy Agreement	A Tenancy Agreement between **you** and a ***tenant*** in relation to ***your*** **let property** which is: - (a) An Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the Territorial Limits, or (b) A Company Residential Tenancy (Company Let) created after 28th February 1997 where the ***tenant*** is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the Territorial Limits and ***your let property*** is let purely for residential purposes of the ***tenant's*** employees and their family.
Tenant	The ***tenant(s)*** or permitted occupier(s) named in the ***tenancy agreement*** and authorised by ***you*** to occupy ***your let property*** by virtue of the ***tenancy Agreement.***
Territorial Limits	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Terrorism	An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.
Unoccupied	Not lived in by ***your tenant***. It is accepted by ***us*** that ***your let property*** will be ***unoccupied*** at certain times when ***your tenants*** are away on holiday, or ***you*** are waiting for new ***tenants*** to move in. ***We*** agree that ***we*** shall not regard ***your let property*** as being ***unoccupied*** at these times, subject to such periods not amounting to more than 30 days in any ***period of insurance***. If the period of unoccupancy is likely to exceed 30 days, ***you*** must contact ***us*** as soon as ***you*** know.
Valuables	Jewellery, gold and silver articles, antiques, watches, works of art, furs, photographic equipment, musical instruments, spectacles, contact lenses, coins, medals and stamps
We/Us/Our	The Salvation Army General Insurance Corporation Limited (sagic).
You/Your	The person or persons named in ***your*** Schedule.

COMPLAINTS PROCEDURE

Sagic greatly values its customers and aims to provide excellent products and services.

We are committed to treating our customers fairly and use a friendly approach in all communications with clients. However, ***we*** recognise that sometimes circumstances may arise where ***you*** feel ***you*** have cause for complaint.

We always do our best to resolve complaints as quickly, thoroughly and fairly as possible. This document explains how ***we*** respond to ***your*** complaint and what ***you*** can expect if ***you*** complain.

How to make a complaint

If ***you*** have purchased ***your*** Policy from a broker, please initially submit ***your*** complaint to them. Alternatively, if ***you*** have purchased this Policy directly from sagic, then please contact ***us*** and tell ***us***: -

- ***Your*** name, address and contact details
- ***Your*** Policy details (if applicable)
- Details of what has gone wrong and when it happened

You **can contact** ***us*** **by: -**

Telephone: 0300 030 1865
Email: complaints@sagic.co.uk
Post: The Complaints Department, The Salvation Army General Insurance Corporation Limited, Saxon House, 27 Duke Street, Chelmsford, CM1 1HT

Our Complaints Handling Process

We aim to resolve complaints as quickly as possible and within 3 working days of receiving ***your*** complaint. If ***your*** complaint is resolved within 3 days, ***we*** will send ***you*** a Summary Resolution Communication that includes contact details for the Financial Ombudsman Service (FOS). If ***you*** are dissatisfied with ***our*** response, ***you*** can refer ***your*** complaint to the FOS within six months from the date of the Summary Resolution Communication.

However, some complaints are more complex and may require more time to investigate and resolve. If this is the case, ***we*** will write to ***you*** within 5 working days of receiving your complaint, summarising the complaint to ensure ***we*** have understood it correctly. ***We*** will also provide ***you*** with copy of this document, 'Making A Complaint'.

We will keep ***you*** updated throughout ***our*** investigation into ***your*** complaint and will write to ***you*** after 4 weeks if ***we*** are still investigating ***your*** complaint.

When ***we*** have completed ***our*** investigation, ***we*** will write to ***you*** within eight weeks and provide ***you*** with a Final Response, or a response that explains any further delay in investigating the complaint, and why ***we*** are unable to provide a final response at this stage. If ***you*** are not satisfied with ***our*** response, ***you*** can refer ***your*** complaint to the Financial Ombudsman Service. ***You*** have six months to do this from the date of our Final Response or ***our*** response that explains further delay with the investigation. ***We*** will provide ***you*** with a FOS leaflet or link to the online version of the leaflet at this stage of the process.

The Financial Ombudsman Service (FOS)
The Financial Ombudsman Service is a free, independent service for resolving disputes between customers and financial services institutions.

Contact details: -
Telephone: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk
Post: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

The Financial Services Compensation Scheme (FSCS) was set up to protect customers should an insurer go out of business and be unable to meet its liabilities or pay ***claims***.

If one of the insurers on this Policy fails in this way, ***you*** may be entitled to compensation from FSCS.

The FSCS protection for insurance ***claims*** is 90% of the ***claim*** with no upper limit in respect of UK insurance policies issued by a UK authorised insurer. This Policy and the insurers involved in providing the cover meet these requirements.

For further information, contact the: -
Financial Services Compensations Scheme
Telephone: 0800 678 1100 or 0207 741 4100
Email: enquiries@fscs.co.uk
Website: www.fscs.org.uk
Post: 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

CLAIMS PROCEDURES (see also General Condition 3 on page 17)

If ***you*** wish to make a ***claim*** or if ***you*** have any ***claims*** questions under any part of the Policy, please contact the sagic Claims Department: -

Phone: **0300 030 1865**
Email: **claims@sagic.co.uk**

Set out below are ***your*** and ***our*** responsibility in connection with ***claims*** under this Policy.

YOUR RESPONSIBILITIES IN RESPECT OF ***CLAIMS*** INVOLVING LOSS OF OR DAMAGE TO ***YOUR*** PROPERTY AS INSURED: -

1. Give immediate notification to the police if the ***claim*** involves property that is lost, stolen, or damaged maliciously.
2. Report the ***claim*** to ***us*** as soon as practicable and in any event within 31 days of the occurrence.
3. Provide all information and assistance that ***we*** may reasonably require without delay, including access to the site of the incident to enable ***us*** to deal with ***your claim***.
4. Take all reasonable steps to recover any lost or stolen property and advise ***us*** as soon as practicable of any such property that is returned to ***you***.
5. At ***your*** expense provide ***us*** with estimates, proof of ownership and/or of value to support ***your claim***.
6. Not abandon any property to ***us***.
7. Allow ***us*** to take over and conduct in ***your*** name the defence or settlement of any ***claim*** or prosecute in ***your*** name for ***our*** benefit any ***claim*** against another party for indemnity or damages or otherwise.
8. Do not dispose of any damaged property without gaining ***our*** prior approval.

CLAIMS GUARANTEE

Following a ***claim***, any permanent work carried out by a supplier provided by sagic is guaranteed for 1 year from completion of the work.

GENERAL EXCLUSIONS THAT APPLY TO THE POLICY

This Policy does not cover: -

1. ASBESTOS

Liability arising from or contributed to by the manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials or products containing asbestos or asbestos fibres or dust.

2. BREAKDOWN

Mechanical or electrical breakdown, fault or failure.

3. COMMUNICABLE DISEASES

The transmission by ***you*** or any member of ***your*** household of any human infectious or contagious diseases (either known/discovered or unknown/undiscovered at the date of the inception of the insurance policy), whether notifiable or otherwise.

4. CONSEQUENTIAL LOSS

Consequential loss of any kind or description incurred by ***you***.

5. DELIBERATE DAMAGE

Any deliberate, malicious or wilful act by ***you***.

6. EXISTING DAMAGE

Any loss or damage occurring before the cover by this Policy commences.

7. POLLUTION OR CONTAMINATION

Any loss or damage arising from pollution or contamination unless caused by ***your tenant's domestic pet*** resulting in a sudden and unforeseen and identifiable accident.

All pollution which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

8. REDUCTION IN VALUE

Any reduction in value of the property insured following a ***claim*** settlement.

9. WEAR AND TEAR, ETC.

Wear and tear, depreciation or any gradually operating cause, including but not limited to wet rot, dry rot, rust, deterioration and the like.

GENERAL CONDITIONS THAT APPLY TO THE POLICY

1. CANCELLATION

We may cancel this Policy by giving ***you*** 30 day's notice and ***you*** may cancel the Policy by giving ***us*** 30 day's notice of cancellation at any time.

If ***we*** decide to cancel, ***we*** will advise ***you*** in writing to ***your*** last known address and will return to ***you*** the unexpired portion of any premium paid.

If ***you*** cancel, ***you*** must advise ***us*** by email/phone and ***you*** will be entitled to a return of premium based on ***our*** short period rates in force at the time of cancellation. However, if ***you*** have made a ***claim***, there will be no return of premium.

In the event that ***you*** pay ***your*** premiums by Direct Debit, if ***you*** cancel the Policy and ***your*** Direct Debit instructions in such a way that premium is still owing to ***us***, ***you*** must pay ***us*** the outstanding balance as soon as possible as it forms part of ***your*** contract with ***us***. Failure to do so may damage ***your*** credit rating and may necessitate the use of debt collection agencies on ***our*** behalf.

2. CHANGE IN CIRCUMSTANCES

You must tell ***us*** as soon as possible if any circumstances on which this insurance was based have changed. Failure to do so will give ***us*** the right at ***our*** option to cancel ***your*** Policy from the date of the change. Details that must be advised to **us** include: -

(a) if ***you*** change address
(b) If ***you*** carry out any changes or alterations to ***your let property*** (though not minor works or redecorations).
(c) if ***your let property*** is used for business purposes other than clerical work
(e) if ***you*** are prosecuted for or convicted of any offence other than motoring offences
(f) if ***you*** are declared bankrupt or subject to a CCJ
(g) if ***your let property*** becomes ***unoccupied***

3. *CLAIMS*

In the event of a ***claim, you*** must follow as far as is practicable the CLAIMS PROCEDURES set out on page 15. Failure to do so may result in ***your claim*** being rejected or reduced or ***we*** may cancel ***your*** Policy from the start of the current period of insurance.

4. CONTRACTS (RIGHTS OF THIRD PARTIES)

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

5. DUTY OF CARE

It is a condition precedent to our liability for all claims under this Policy that ***you*** must: -

(a) do all that is reasonably possible to: -
    (i) protect the property insured
    (ii) prevent, or reduce the extent of damage
(b) keep any property insured under this Policy in good condition

(c) carry out internal and external inspections of the ***buildings*** at least every 3 months and maintain a record of those inspections for at least 24 months after the end of the ***tenancy***
(d) comply with all the legal requirements of renting out ***your let property***

6. INVALIDATION
This Policy will not be invalidated by any act or omission or by any alteration whereby the risk of damage is increased unknown to ***you*** or beyond ***your*** control, provided that ***you*** immediately give notice to ***us*** as soon as ***you*** become aware of the above and pay an additional premium if required.

7. FRAUD
If any ***claim*** under this Policy involves fraud by ***you*** or anyone acting on ***your*** behalf, ***you*** shall not be entitled to any benefit under the Policy and all cover under the Policy shall cease.

8. GOVERNING LAW AND LANGUAGE
This Policy will be governed by English law unless ***you*** live in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies it shall be English law. ***We*** will communicate with ***you*** in English at all times.

9. OTHER INSURANCE
If any loss or damage covered by this Policy is also covered by another insurer, ***our*** liability will be ***our*** rateable proportion of any ***claim***.

10. SETS
If any undamaged item or part of item forming part of a set needs replacing following an insured event covered under this policy, we will contribute 50% of the costs of replacing the undamaged item or item forming part of a set.

11. FAIR REPRESENTATION
You have a duty to make to ***us*** a fair presentation of the risk before the inception of this Policy; when an alteration is made to this Policy; and at the renewal of this Policy.
If a breach of such duty is: -

(a) deliberate or reckless
  i. in relation to an alteration made to this Policy, ***we*** may treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid; or
  ii. in relation to inception or renewal of this Policy ***we*** may avoid this Policy and refuse all ***claims*** and retain any premiums paid; or

(b) neither deliberate nor reckless
  i. in relation to an alteration made to this Policy and ***we*** would not have agreed to the alteration on any terms, ***we*** may treat this Policy as if the alteration was never made; or
  ii in relation to inception or renewal of this Policy and ***we*** would not have entered into this Policy on any terms, ***we*** may avoid this Policy and refuse all ***claims*** but will return any premiums paid; or

(c) neither deliberate nor reckless

i. in relation to an alteration made to this Policy, and ***we*** would have agreed to the alteration but on different terms; or

ii. in relation to inception or renewal of this Policy, and ***we*** would have entered into this Policy but on different terms,

the Policy will be treated as if it has been entered into on those different terms, if either of the above would have resulted in ***us*** charging an increased premium on what was actually charged, ***we*** may reduce proportionately the amount to be paid on a ***claim***. ***We*** will pay on such ***claim*** a percentage of what ***we*** would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms), based on the total premium actually charged compared to the premium that ***we*** would have charged;

We will be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by ***us***), in relation to a breach of the duty to make to ***us*** a fair presentation of the risk.

12. DATA PROTECTION

All personal data provided by ***you*** will be treated by ***us*** as confidential and will not be disclosed to any third party without ***your*** consent unless permitted by law or as set out in ***our*** Data Protection & Privacy Policy, this will be supplied when ***you*** take out this policy or is available on request.

13. SPECIAL CONDITIONS RELATING TO THE TENANCY AGREEMENT

It is a condition precedent to ***our*** liability for all ***claims*** under this Policy that ***you*** must: -

i. Check In / Check Out Reports

You and ***your tenant*** must have agreed a check in / check out inventory of the condition of ***your let property***, the ***buildings*** and ***your contents***, at the start and end of the ***tenancy agreement***.

ii. Waiting Period applicable to Policies starting during ***tenancy agreement*** Termination Notices

If this policy is incepted during a ***notice period*** there will be no cover for any ***claims*** for loss or damage arising during that ***notice period***.

iii. Quarterly ***Let Property*** Inspections

If this Policy is incepted after the start of the ***tenancy agreement***, in the event of a ***claim***, ***you*** must provide ***us*** with a copy of the check in or latest quarterly inspection report, whichever happened last, to prove that the loss or damage did not occur before this Policy incepted.

iv. ***Tenant's*** Deposit

You must use the ***tenant's*** deposit, or deposit guarantee agreement before making a claim under this insurance, unless ***you*** can evidence that the deposit or deposit guarantee agreement has been used to cover rent arrears, other non-***domestic pet*** related damage or cleaning costs.

If the ***tenant*** disputes that their ***domestic pet*** was responsible for the loss or damage to the ***buildings*** or ***contents***, ***you*** must provide evidence that a deposit adjudication decision has found in ***your*** favour that the ***tenant's domestic pet*** did cause the damage.

COVER: TENANT'S PET DAMAGE TO BUILDINGS & CONTENTS

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay up to the ***maximum amount payable*** for loss of or damage to ***buildings*** or ***contents*** when in ***your let property*** caused by ***your tenant's domestic pet*** resulting in sudden, unintentional and unexpected physical breakage or damage that can be seen. The maximum ***we*** will pay for damage caused by scratching, chewing, fouling or plucking is £1000 in any one ***period of insurance***.	***We*** do not pay for: - (i.) The excess stated in ***your*** Schedule (ii.) Any loss or damage from any cause other than by ***your tenant's domestic pet***. (iii.) Any loss or damage that is excluded by the General Exclusions to this Policy. (iv.) Damage caused by vermin, insects, damp, mildew, rot, fungus or other gradual cause. (v.) Damage occurring if ***your let property*** is left unoccupied for more than 31 consecutive days. (vi.) Any fixtures, fittings (including interior decorations), items of furniture, or personal effects or possessions belonging to ***your tenant***. (vii.) Domestic animals and fish. (viii.) ***Motor vehicles,*** trailers, their parts or accessories including keys. (ix.) Caravans, horse boxes, trailers, and trailer-tents and the contents thereof. (x.) Boats and other watercraft, surfboards, hovercrafts, aircraft and the contents thereof. (xi.) ***Money*** (xii.) ***Valuables*** (xiii.) Any property used by ***you*** for business or professional purposes other than in relation to ***your let property*** (xiv.) Damage caused by ***terrorism***

BASIS OF SETTLEMENT

Buildings
Following any insured event: -

We will pay for the loss or damage including ***fees,*** removal of debris and the cost of complying with local authority requirements. ***We*** will at ***our*** sole option either:
(i) repair or reinstate the ***buildings*** to a condition as near as possible to the condition immediately before the loss or damage occurred.
(ii) pay to repair or rebuild the damaged part of the ***buildings*** to a condition as near as possible to the condition immediately before the loss or damage occurred.
(iii) make a cash payment.

Contents – 'New for Old'
Following any insured event: -

Provided that at the time of loss or damage the sum insured is at least equal to the cost of replacing all the ***buildings*** and ***contents*** as new (less a deduction for wear and tear or betterment on household linen).
We will at ***our*** sole option either: -
(i) arrange to repair or replace any item(s) of ***contents*** lost or damaged, or
(ii) pay the cost of repairing or replacing any item(s) of ***contents*** lost or damaged, or
(iii) make a payment to ***you*** for any item(s) of ***contents*** lost or damaged.

MAXIMUM AMOUNT PAYABLE

The ***maximum amount payable*** in any one ***period of insurance*** is the sum insured shown in ***your*** Schedule.

In the event of ***claims*** caused by a series of connected incidents or events then the ***maximum amount payable*** for these ***claims*** will be the sums insured shown in ***your*** Schedule.

ADDEPT INSURANCE

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