

**contact** For further information please contact your intermediary or call us on **0844 893 8360**. Visit our website at [www.homeandlegacy.co.uk](http://www.homeandlegacy.co.uk)

## ULTRA LANDLORD policy wording



*home  
& legacy*

Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc, and is registered in England Number 3007252. Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Services Authority (FSA), Register number 307523 and you can check on the FSA's register by visiting the FSA's website [www.fsa.gov.uk/register/](http://www.fsa.gov.uk/register/) or by contacting the FSA on 0845 606 1234. Please note that telephone calls may be recorded for our joint protection, training and/or monitoring purposes.

ACPERHL1163/1 11.10

## Useful numbers

Home & Legacy Insurance Services Ltd T 0844 893 8360  
F 0844 893 8386

Home & Legacy Claims Dept  
(Property and Legal Claims)  
Emergency Property Helpline  
Glass Replacement  
Legal Helpline  
T 0844 893 8360  
T 0845 073 1114  
T 0870 870 7171  
T 01455 251500

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**About Home and Legacy Insurance Services Limited**

Registered Office: 57, Ladymead, Guildford, Surrey, GU1 1DB.

Registered in England No. 3007252. Authorised and regulated by the FSA. Our FSA Register number is 307523 and our permitted business is advising on, and arranging general insurance contracts

Please note that telephone calls may be recorded for our joint protection, training and/or monitoring purposes.



# Introduction

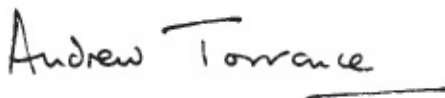
Home and Legacy Ultra Landlord insurance is administered by Home and Legacy Insurance Services Limited who act on behalf of the underwriters. Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc. and is registered in England Number 3007252, Registered Office: 57 Ladymead, Guildford, Surrey, GU1 1DB. Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Services Authority (FSA), Register number 307523 and you can check this on the FSA's register by visiting the FSA's website [www.fsa.gov.uk/register/](http://www.fsa.gov.uk/register/) or by contacting the FSA on 0845 606 1234.

The insurance is underwritten by Allianz Insurance Plc and for Legal Expenses (and the optional Landlord Income Protection) cover is issued by FirstAssist Insurance Services Limited and underwritten by Great Lakes Reinsurance (UK) PLC.

Your Ultra Landlord insurance policy is made up of several parts which must be read together as they form your contract.

The basis of this contract is the information which you have supplied and/or the Statement of Facts, including the declaration which you have checked to your satisfaction.

Please take time to read all parts of the policy to make sure they meet your needs and that you understand the terms, exclusions and conditions. If you wish to change anything or if there is anything you do not understand, please let your insurance intermediary know or tell Home and Legacy.



Andrew Torrance

Chief Executive  
Allianz Insurance Plc.

Please examine this policy and if it is not correct return it immediately to your insurance intermediary who will arrange for it to be amended, or return it to us.

The parts of the policy are:

- this Introduction, the General Exclusions and General Conditions, all of which apply to all sections of the policy
- the sections of cover selected by you, including the Meaning of Words, the Exclusions and Conditions which apply to the section
- the schedule, which includes all endorsements applied to the policy while the policy is in force.

Any word or expression in the policy which has a specific meaning has the same meaning wherever it appears in the policy.

We will compensate you in accordance with and subject to the terms of this policy, in consideration of the payment to us of the premium for the period of insurance.

# How your cover works

## How your cover works

We will insure you within the conditions of your policy for those sections named in the **schedule** for any insured **event** which takes place during the period of insurance.

Your policy ends at midnight on the last day of each period of insurance.

## Changes to your circumstances

Please tell **your** insurance intermediary immediately if there are any changes to your circumstances which could affect your insurance, or tell the **administrator**.

Please refer to General Condition 13 on page 48 of this policy.

If your circumstances change and you do not tell the **administrator**, you may find that you are not covered if you need to claim.

## How to make a claim

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

### For Buildings and/or Contents loss or damage claims

Follow the General Conditions on page 47 of your policy.

- Please ring **0844 893 8360** at your first opportunity to notify your claim. If you are abroad and would like to contact us to make a claim please call +44 (0) 20 3118 7777.
- You can make any reasonable temporary repairs as soon as possible on a without prejudice basis but keep the bills as these may form part of your claim. It would be helpful if you take photos of the damage. We must have the chance to inspect the damage before you carry out permanent repairs.
- 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. You must send us any writ, summons or other legal document, immediately and unanswered. Do not admit liability.

## Identity Fraud

- Please ring **0844 893 8360** to notify your claim and to obtain prior approval before you incur any expenses. If you are abroad please call +44 (0) 20 3118 7777.
- Within 24 hours of discovering any circumstances that lead you to believe that you might have become a victim of **identity fraud** notify:
  - The police and request a crime reference number.  
Note: You may be asked to provide this reference to any company you deal with in the course of restoring your identity
  - Your banks, credit card /loan companies and other account holders
  - Request a copy of your credit file from one of the following major credit reference agencies (a charge of £2 will usually be made to provide this information) to help to establish when **identity fraud** occurred. Inform the reference agency to note your file to state that you have suffered **identity fraud**:

### Call Credit – <http://www.callcredit.co.uk>

Consumer Services Team,  
PO Box 491, Leeds LS3 1WZ

### Equifax – <http://www.equifax.co.uk>

Box 1140, Bradford, BD1 5US

### Experian – <http://www.experian.co.uk>

PO Box 9000, Nottingham NG80 7WP

- Take any further measures that are necessary to prevent further damage to your identity. You can find useful guidance from The Home Office at:  
<http://www.identity-theft.org.uk>

### For Legal Expenses and the optional Landlord Income Protection, if this is applicable

- Please ring **0844 893 8360** at your first opportunity to notify your claim. **You must contact the administrator no later than thirty (30) days after any circumstances occur that might result in a claim.** If you are abroad please call +44 (0) 20 3118 7777.
- You should also take note of the Claims Conditions that apply to these covers on page 49.

If you have any questions please contact your insurance intermediary or contact the administrator.

## **Cancellation**

For details of the Cancellation Conditions that apply please refer to General Conditions 6 and 7 on page 47 of your policy.

## **Financial Services Compensation Scheme**

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **we** cannot meet **our** liabilities. Further information about compensation scheme arrangements is available from the FSCS. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk)

Phone: **0207 892 7300** /Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## **What to do if you are not satisfied**

We will make every effort to give you an excellent service. However, if our service falls below the standard you expect, and you wish to make a complaint, please follow the procedure on page 50 of your policy.

# Risk Management

## Risk Management – Guide for Landlords

This part of the document is for information only and does not form part of your policy wording.

### Protecting your property and its contents

We offer the following hints on precautions worth taking.

- **Fire Prevention**

Check your electrical equipment regularly. Make sure that you use the correct fuses and do not overload the circuits.

Ask for the help of a qualified electrician if you are in doubt. You should also be aware of the Electrical Equipment Regulations that apply to landlords – see below for further information.

If your **tenant(s)** leave the property for more than 24 hours, they should be advised to switch off the electricity at the mains or unplug all appliances. (The refrigerator, freezer or heating systems however, may need to be left in use).

- **Water Damage**

Lag exposed water pipes and tanks in the roof area.

Turn off the water and drain the system if the property is left without heat in winter – for instance when your property is vacant between lets.

If pipes freeze despite taking precautions they should be thawed out slowly using hot water bottles. Never use a blowlamp.

- **Security**

You should advise your tenant(s) never to leave keys in the lock (other than for ease of exit at night), hanging inside a letterbox or hidden outside your property.

When your tenant(s) are upstairs they should avoid leaving doors and windows open downstairs.

If the tenant(s) go out in the evening they should be encouraged to leave a light on in a living room or bedroom. Leaving an outside or landing light on is not usually sufficient – the property must look lived in.

Ladders or tools should not be left lying around as these will encourage rather than deter an opportunist thief.

You should keep a record of your possessions, for example the serial numbers of televisions and other electronic equipment that you leave in the property for the tenant(s)' use. Use a security marker which writes in invisible ink or a proprietary product such as Smart Water to mark your

postcode and house number (this ink can only be read under ultraviolet light). Retain copies in a safe location – not in the property.

Keep receipts and take photographs of valuable or unusual items. Photographs are an enormous help to the Police for identifying stolen property and returning it to the rightful owner.

- **Identity Fraud**

Landlords must take extra care if the tenant(s) or other people at the property are likely to have access to mail. If you are letting your home you should ensure that you re-direct your mail. Failure to do so could result in you becoming a victim of identity fraud. If your tenant(s) have access to your mail they could:

- go through your post to look for bank and credit card statements, pre-approved credit offers, and tax information; and
- complete change-of-address forms to redirect your mail to other people.

If you suspect that items are going missing you should contact the Royal Mail.

Further information about identity fraud is available from the government website at <http://www.identity-theft.org.uk>

## Safety Regulations for Landlords

- **The Gas Safety (Installation & Use) Regulations 1998**

Landlord's are required to ensure that all gas appliances in the property are maintained in a safe condition. Landlord's must have a gas safety check carried out every year by a Gas Safe registered engineer. The landlord must give the tenant(s) a copy of the gas safety certificate within 28 days of it being carried out or before the tenants move into the property.

Further guidance is issued by the Health and Safety Executive. The following information leaflets are available from their website: **Gas appliances – Get them checked. Keep them safe** <http://www.hse.gov.uk/pubns/indg238.pdf> and **Landlords- A guide to landlords' duties: Gas Safety (Installation and Use) Regulations 1998.** <http://www.hse.gov.uk/pubns/indg285.pdf>

**Landlords who fail to comply with the regulations could be fined and/or imprisoned.**

- **Furniture and Furnishings (Fire Safety Amendment) Regulations 1993**

These regulations require all upholstery and upholstered furniture provided in a rented property to meet fire

resistance requirements. The regulations do not apply to duvets, loose mattress covers and carpets or to furniture manufactured before 1950.

A guidance leaflet is available from The Department for Business, Enterprise and Regulatory Reform's (BERR) website at: <http://www.berr.gov.uk/files/file24685.pdf>.

**Failure to comply with these regulations is punishable by a fine of up to £5,000.**

- **Landlord Energy Performance Certificate (EPC)**

The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007.

From the 1st October 2008 landlords are legally required to obtain an EPC and to show it to any prospective tenants for the property prior to the letting.

Full details on the Energy Performance Certificate can be found at: [http://opsi.gov.uk/si/si2007/uksi\\_20070991\\_en\\_1](http://opsi.gov.uk/si/si2007/uksi_20070991_en_1)

- **The Electrical Equipment (Safety) Regulations 1994**

These regulations cover all mains voltage household electrical goods and require electrical equipment that is supplied with let accommodation to be safe. All electrical goods supplied in a let property should be checked regularly by an electrician to ensure compliance. It is also advisable to leave instruction booklets at the property for all appliances and to ensure that any necessary safety warnings are given to tenant(s).

Plugs and sockets for domestic use and electricity supply meters are excluded but must comply with The Plugs and Sockets etc. (Safety) Regulations 1994 which require all plugs to conform to relevant British Standards or approved alternatives. All plugs have to carry the correct markings or notices and have correctly rated fuses.

### **Other relevant Landlord Legislation**

- **Licensing of Houses in Multiple Occupation (HMO)**

An HMO which has three or more storeys and five or more occupants is required under the Housing Act 2004 to be licensed with the relevant Local Authority.

Licenses will be issued by an authority if a licence holder is considered to be 'fit and proper' and is able to confirm that the property will be physically suitable for occupation.

Each Authority sets its own terms and conditions however, key information that must be provided will be a copy of the annual Gas Safety Certificate, confirmation that electrical appliances and furnishings are kept in a safe condition and that the smoke alarms are in working order.

**Failure to obtain a license for a licensable HMO is an offence which is punishable by a fine of up to £20,000. Breaching a condition of a license is also punishable by a fine of up to £5,000.**

- **Tenancy Deposit Scheme**

The Housing Act 2004 also requires tenancy deposits taken after 6th April 2007 to be safeguarded by a tenancy deposit scheme. There is a choice between custodial or insurance based schemes. Both offer dispute resolution independently of the courts.

All landlords or managing agents acting on their behalf have 14 days after receiving a tenancy deposit to ensure that it is safeguarded by one of the schemes and to provide the tenant with information about the scheme and how it works.

Information on the **Tenancy Deposit Schemes** can be obtained from <http://www.direct.gov.uk/en/TenancyDeposit>.

- **Landlords who fail to comply with this legislation will lose the right to serve a tenant a 'Section 21 notice' for possession with two months' notice and the tenant will be able to apply for a Court Order requiring the landlord to return the deposit or to pay it into a custodial scheme or to pay the tenant an amount equivalent to three times the deposit.**

### **Assessing Your Prospective Tenant(s)**

- **Credit Checks**

The Legal Expenses cover included with Buildings and /or Contents insurance and the optional Landlord Income Protection Insurance offered under this policy require a financial reference to be obtained for all prospective tenants and/or their guarantors before the start of a tenancy. A satisfactory credit check from one of the major credit referencing companies will satisfy this requirement. Financial credit checks can be obtained from the following organisations:

**Tenant Letting Check -**

<http://www.tenant-letting-check.com/>

63, High Street, Grantham  
Lincolnshire, NG31 6NN

**Call Credit – <http://www.callcredit.co.uk>**

Consumer Services Team  
PO Box 491, Leeds LS3 1WZ

**Equifax – <http://www.equifax.co.uk>**

Box 1140, Bradford, BD1 5US

**Experian – <http://www.experian.co.uk>**

PO Box 9000, Nottingham, NG80 7PW

There are also alternative options that will be accepted by the insurers as a financial reference for the purpose of this insurance and you should refer to the Financial Reference Policy Definition on pages 9, 25 or 40 for further details of them.

# 24-hour Emergency Service and Legal Helplines

## Emergency helpline

Unfortunately, emergencies can happen when you least expect them. But with our emergency helpline service, help is only a phone call away, 24 hours a day, 365 days a year.

### The service

Just consider some domestic emergencies which may arise – we can provide immediate help in circumstances such as:

- plumbing or drainage problems likely to cause flooding;
- failure of your gas or electricity supply;
- damage to your roof where damage to the inside of your property is likely;
- damage to your property making it insecure or unsafe; or
- leaking water or oil from your central heating system.

### What to do

When an emergency happens, ring us immediately on **0845 0731114**.

You should tell the emergency services about major emergencies which may result in serious damage or injury to people. You must always report gas leaks to the gas authority.

### What we will do

We will tell a qualified repairer to call at the first opportunity to carry out repairs. The qualified repairer will contact you to confirm what the call-out charge and hourly labour costs are. You will have to pay the total cost.

However, we constantly monitor the service making sure charges are kept as low as possible.

The nature of the emergency may well be covered by your policy, so you may be able to claim for the costs.

## LawCare

Your policy includes access to LawCare to give advice, 24 hours a day, 365 days a year, on any personal legal matter or matters related to the letting of your property, but not in connection with any disputes that you may have with your property managing agent. The advice you receive from LawCare will always be according to the laws of Great Britain. We may record the calls to protect you.

LawCare: **01455 251500**

When you call LawCare you will need to quote the verification number which is shown on your schedule.

## Glass Replacement

Broken glass is dangerous and in some circumstances can be a major security risk. We have negotiated a special arrangement for policyholders with buildings insurance with one of Britain's leading glass replacement specialists, Solaglas. Solaglas will bill us direct – you pay nothing except the policy excess.

The service is available 24 hours a day if your cover includes buildings insurance, all year round, telephone

FREE **0870 870 7171**.

# Buildings Section

## Buildings Section The meaning of words

If **we** explain what a word means, that word has the same meaning wherever it appears in the policy or **schedule**.

These words are highlighted in **bold**.

**Accidental damage** – Damage caused suddenly and by external means. This definition does not include damage caused by wear and tear, any gradually operating cause or faulty design or faulty materials.

**Administrator** – Home and Legacy Insurance Services Limited, registered in England No. 3007252, authorised and regulated by the Financial Services Authority (FSA), register No. 307523 who administers this insurance on behalf of the **insurer**.

**Buildings** – The structure of **your property(ies)**, built of **standard construction** and the following if they form part of **your property(ies)** and belong to **you** or are **your** responsibility:

- Domestic outbuildings
- Garages that form part of **your property(ies)**
- Landlord's fixtures and fittings in or on the **buildings** (including television and radio receiving aerials, satellite dishes and related fittings)
- Fixed coverings to walls, ceilings and floors including laminated wooden effect or vinyl floor coverings that could not reasonably be removed and re-used, (but not carpets or rugs)
- Telephone, internet, gas, water and electric instruments, meters, piping, cabling and the like and their accessories including such property underground at **your property(ies)** and extending to the public mains (but not building materials)
- Fuel tanks and their ancillary equipment, pipework and the like
- Swimming pools, hot tubs
- Tennis hard courts
- Terraces, drives and footpaths
- Boundary and garden walls, gates, fences and hedges (but not plants, shrubs, trees or grass).

**Excess** – **Your** contribution towards the cost of a claim. The excesses that apply are stated in each section of the policy wording and/or **your schedule**. If **you** make a claim for what **we** identify as one or more separate **events**, **you** will need to pay any excesses that apply for each separate **event** that **we** have identified.

**Event** – The **events** that are insured under the terms and conditions of this policy that are individually numbered and described under each section of the policy.

**Financial Reference** – The references that are obtained on the **tenant(s)** and/or **guarantors** that are deemed to be acceptable to **us** for the purposes of the insurance provided under **Event 19** – Legal Expenses – being:

- i) A standard credit check obtained from a credit referencing company on the **tenant(s)** or **guarantor** which confirms:
  - Acceptable risk or credit scores
  - Acceptable electoral roll information, or if electoral roll information is not available suitable documentary evidence to confirm proof of residency; and
  - That there are no previous bankruptcies or any county court judgments over £500 recorded
- ii) A detailed employer's reference for the **tenant(s)** or **guarantor** which confirms:
  - That the **tenant(s)** or **guarantor** has been employed with the same employer for a minimum of six (6) months
  - The **tenant's** or **guarantor's** annual gross salary
  - The position held, and
  - That the post is permanent.
- iii) For self employed **tenants**, an accountant's or **legal representative's** reference, but this will only be accepted if the nominated individual or business has acted for the **tenant** or **guarantor** for a minimum of twelve (12) months, and which confirms:
  - The **tenant's** or **guarantor's** annual gross income; and
  - That the **tenant** or **guarantor** is considered to be financially able to meet the rental commitment for the term of the **Tenancy Agreement**.

**FirstAssist** - FirstAssist Insurance Services Limited, registered in England and Wales No. 04617110, registered office at Marshall's Court, Marshall's Road, Sutton, Surrey, SM1 4DU. FirstAssist arranges this insurance on behalf of the insurer for Event 19, Buildings Section and Event 20, Contents Section. FirstAssist Insurance Services Limited is authorised and regulated by the Financial Services Authority (FSA), Register number 310671 and you can check this on the FSA's register by visiting the FSA's website [www.fsa.gov.uk/register/](http://www.fsa.gov.uk/register/) or by contacting the FSA on 0845 606 1234.

**Guarantor** – A person or business which has entered into a written agreement to agree to pay or to perform the **tenant(s)** duties under the terms of the **Tenancy Agreement** should the **tenant(s)** fail to do so.

**Identity Fraud** – A person or a group of people knowingly using a means of identification belonging to **you** without **your** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act. An act or a series of acts, against **you** by one person or group of people is considered to be one **identity fraud**.

**Injury** – Bodily injury, death, disease, illness or shock.

**Insurer(s)** – The insurer for the Buildings and Contents Sections, apart from event 19 Buildings and Event 20 Contents is Allianz Insurance plc, Allianz Insurance plc is registered in England number 84638 at 57 Ladymead, Guildford, Surrey, GU1 1DB, and is authorised and regulated by the Financial Services Authority, registration number is 121849. Home State is the United Kingdom. Allianz Insurance plc. is a non-life general insurance undertaking underwriting personal and commercial insurance products. Allianz Insurance plc is a member of the Association of British Insurers and the Financial Ombudsman Service.

The insurer for event 19, Buildings Section and event 20, Contents Section is Great Lakes Reinsurance(UK)PLC, registered in England and Wales number. 2189462, registered office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Reinsurance (UK) PLC is authorised and regulated by the Financial Services Authority, registration number is 202715 and is a non-life general insurance undertaking underwriting personal and commercial insurance products. Home State is the United Kingdom.

You can check the insurers entries on the FSA's register by visiting the FSA's website [www.fsa.gov.uk/register/](http://www.fsa.gov.uk/register/) or by contacting the FSA on 0845 606 1234.

**Legal Costs and Expenses** – Legal fees, costs and disbursements reasonably and properly incurred by the **Legal representative**.

**Legal representative** – The solicitor or other person appointed with **our** agreement under this policy to represent **you**.

**Malicious and intentional damage by tenants** –

Actual physical damage which:

- results from a deliberate act of the **tenant(s)** or any person who is at **your property(ies)** with the knowledge and consent of the **tenant(s)**; and
- was intended by that person to cause physical damage.

**Managing Agent** – A firm appointed by and acting on behalf of **you** in respect of **your property(ies)** which are detailed in the **schedule**.

**Property(ies)** – The **buildings** at the address(es) shown in the **schedule** that are occupied for residential purposes and business use that is no more than paperwork, telephone calls and computer work unless notified to and separately agreed by **us** and the land, domestic garages and outbuildings at the same address.

**Rent** – The sum due to be paid by the **tenant(s)** to **you** as detailed in the **Tenancy Agreement**.

**Standard Construction** – The **buildings** of **your property(ies)** built of brick, stone or concrete and roofed with slate, tile, metal, concrete, asbestos or asphalt (or other roofing materials if part of a flat roofed extension that is no larger than 25 square metres).

**Schedule** – A printed document showing the sections of the policy **you** have chosen, the sums insured and any special terms that apply to **your** policy.

**Tenancy Agreement** – A written agreement with the **tenant(s)** which gives rights to the **tenant(s)** to occupy **your property(ies)** and to you to receive **rent** for letting **your property(ies)** being:

- i) an Assured Shorthold Tenancy as defined in the Housing Act 1988 and corresponding legislation in Scotland, the Isle of Man and the Channel Islands, and any amending legislation; or
- ii) an agreement with a Limited Company or where the annual income exceeds the Assured Shorthold Tenancy maximum limit.

**Tenancy Deposit** – The sum paid by the **tenant(s)** or on behalf of the **tenant(s)** to **you** or **your managing agent** under the **Tenancy Agreement** as security against the performance of the **tenant(s)**' obligations under the **Tenancy Agreement**, the discharge of any liabilities, and any damage to **your property** and/or non payment of **rent** during the tenancy.

**Tenancy Deposit Scheme** – A scheme operated by or on behalf of the Government to safeguard deposits paid in connection with Assured Shorthold Tenancies in England and Wales; and to facilitate the resolution of disputes arising in connection with such deposits.

**Tenant(s)** – The person(s) named in the **Tenancy Agreement** who occupy **your property(ies)** and/or the companies or firms named in the **Tenancy Agreement** and any person(s) who occupy **your property(ies)** with their knowledge and consent including family members ordinarily residing with them and any person who is at **your property(ies)** with their knowledge and consent.

**Territorial Limits** – England, Scotland, Wales, the Isle of Man and the Channel Islands.

**Unfurnished** – Not having enough furniture to live in permanently.

**Unoccupied** – Not having been lived in for more than ninety (90) consecutive days.

**You, Your** – The person(s), companies or firms named in the **schedule** as the insured.

**We, Our, Us** – For the Buildings and Contents Sections (apart from the Landlord Legal Expenses cover, event 19, Buildings Section and event 20 Contents Section) means Allianz Insurance plc, registered in England number 84638 at 57 Ladymead, Guildford, Surrey, GU1 1DB, registration number 121849.

For Landlord Legal Expenses cover, event 19 means **FirstAssist**.

*We have used some specific terms in the policy wording and the following are explanations to help you understand them. These explanations are for information and do not form part of the policy wording.*

**Aggravated damages** – These are damages that are awarded when your behaviour or the circumstances of a case increase the **injury** to the other person because they are humiliated, distressed or embarrassed.

**Liquidated damages** – These are damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made.

**Punitive or exemplary damages** – These are damages that are awarded to punish you as well as compensate the other person if you did anything deliberately.

**Multiplying compensatory damages** – In some areas of the world the amount of money awarded as compensation is sometimes multiplied two, three or more times to act as a punishment to you.

# Buildings Section

What is covered	What is not covered
<p><b>Your policy covers loss of or damage to your buildings caused by the following events.</b></p> <p><b>Events</b></p> <ol style="list-style-type: none"><li><b>1</b> <ol style="list-style-type: none"><li><b>a)</b> Fire, lightning, explosion, earthquake, thunderbolt; and</li><li><b>b)</b> Smoke.</li></ol></li><li><b>2</b> Aircraft and other flying devices or articles dropped from them.</li><li><b>3</b> <b>The buildings being hit by:</b><ol style="list-style-type: none"><li><b>a)</b> vehicles and articles dropped from them;</li><li><b>b)</b> animals; or</li><li><b>c)</b> falling trees or branches, lampposts or telegraph poles.</li></ol></li><li><b>4</b> <b>Theft or attempted theft.</b></li> <li><b>5</b> <b>Malicious damage.</b></li>          <li><b>6</b> <ol style="list-style-type: none"><li><b>a)</b> Water leaking from water tanks, apparatus or pipes or fixed heating installations.</li><li><b>b)</b> Freezing water in water tanks, apparatus or pipes or fixed heating installations.</li></ol></li></ol>	<p>The <b>excess</b> which is the first £100 of each claim for each insured <b>event</b> other than events <b>10, 18a, 18b, 19, 20</b> and <b>21</b> unless a different amount is shown on <b>your schedule</b>.</p> <p>Loss, damage, <b>injury</b> or liability shown in the General Exclusions.</p> <p>Anything which happens gradually.</p> <p>Loss or damage caused by domestic animals.</p> <p>Loss or damage caused by felling or lopping of trees.</p> <p>Loss or damage caused by <b>your tenant(s)</b> unless <b>you</b> have selected the optional additional benefit provided under insured <b>event 20 and 21</b>.</p> <p>Loss or damage caused after <b>your property(ies)</b> has/have been left <b>unfurnished</b> or <b>unoccupied</b>.</p> <p>See also General Condition <b>2</b>.</p> <p>Loss or damage caused by <b>you</b>.</p> <p>Loss or damage caused by <b>your tenant(s)</b> unless <b>you</b> have selected the optional additional benefit provided under insured <b>event 20</b> and <b>21</b>.</p> <p>Loss or damage caused after <b>your property(ies)</b> has/have been left <b>unfurnished</b> or <b>unoccupied</b>.</p> <p>See also General Condition <b>2</b>.</p> <p>Loss or damage caused after <b>your property(ies)</b> has/have been left <b>unfurnished</b> or <b>unoccupied</b> unless the water is turned off at the mains and the system drained. However this exclusion will not apply if it is required to service the central heating system to maintain a minimum temperature of 15 degrees centigrade.</p>

## What is covered

### 7 Storm or flood.

### 8 Riot, civil commotion, strikes or labour disturbances.

- 9 a) Oil leaking from a domestic heating installation at **your property**;  
b) Television, satellite and radio receiving aerials, aerial fittings and masts breaking or collapsing.

We will also insure **you** for the following:

### 10 Subsidence or heave of the site on which the **buildings** stand, or landslip.

### 11 Mains services

We will pay the costs for which **you** are responsible, to repair **accidental damage** to underground water, gas, sewer and drain pipes; underground electricity and telephone internet cables which reach from the **buildings** to the public supply; and septic tanks.

### 12 Glass and sanitary fittings

Accidental breakage of all fixed glass including double glazing and fixed sanitary fittings for which **you** are responsible.

## What is not covered

Loss or damage caused by frost.

Loss or damage to fences, gates or hedges.

Loss or damage to cellars and basements due to a rise in the water table.

Anything which happens gradually.

The **excess** which is the first £1,000 of each claim.

Damage caused to swimming pools, tennis hard courts, terraces, drives, footpaths, walls, gates or fences, unless **your** property, its domestic outbuildings or garages are damaged by the same cause at the same time.

Landslip caused by the coast being worn away.

Destruction or damage to or resulting from solid floor slabs moving, unless the foundations beneath the outside walls of the building are damaged by the same cause at the same time.

Damage caused by new structures bedding down or the settling of newly made-up ground.

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

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

Loss or damage caused after **your** property has been left **unfurnished** or **unoccupied**.

See also General Condition 2.

## What is covered

### 13 Trace and Access.

If the **buildings** are damaged by **events** 6a or 9a of this section, **we** will pay the reasonable and necessary cost of finding the source of the leak including the making good of any damage caused during the search.

### 14 Emergency Entry.

Loss or damage to **your property(ies)** caused by the attendance of a member of the emergency services due to an emergency involving **you** or **your tenant(s)**.

### 15 Emergency Access to Gardens.

**We** will pay the cost of making good damage to gardens caused by access to **your property** by emergency services in order to combat fire or flooding.

### 16 Alternative Accommodation and Loss of Rent

If the **buildings** cannot be lived in because of an insured **event** **we** will pay **you**, but only for the time needed to repair the **buildings**:

- a) Loss of **rent you** have to pay, including up to two years ground rent; or
- b) If **your property** is let to a **tenant(s)** at the time of the damage:
  - i) Loss of **rent you** receive up to the monthly rental amount stated in the **Tenancy Agreement**; and
  - ii) Reasonable expenses **you** incur with **our** consent in re-letting **your** property once the **buildings** have been repaired, solely as a consequence of the damage; or
- c) If **your tenant(s)** are not otherwise insured:
  - i) The cost of reasonable alternative accommodation for **your tenant(s)**;
  - ii) The cost of temporary storage of **your tenant(s)'** furniture; and
  - iii) Reasonable expenses **your tenant(s)** have to pay for suitable accommodation for their domestic pets; or
- d) If **you** are living in the property at the time of the damage:
  - i) Reasonable other expenses **you** have to pay for other accommodation;
  - ii) The cost of temporarily storing **your** furniture; and

## What is not covered

Any amount over £5,000.

Any amount over 20% of the sum insured by this section.

## What is covered

- iii) Reasonable expenses **you** have to pay for suitable accommodation for **your** domestic pets.

### 17 Identity Fraud.

**Your** policy covers legal expenses and other costs that **you** may incur in the **event** that **you** become aware of and can substantiate that **you** have suffered as a result of **identity fraud** during the period of insurance.

In the **event** of **identity fraud** we will pay **you**:

- a) Reasonable legal expenses and other costs incurred by **you** with our prior agreement to defend any legal proceedings brought against **you** by businesses or their collection agencies as a direct result of **identity fraud**
- b) Telephone and postal expenses for calls to police, financial institutions, law enforcement and credit agencies
- c) Expenses incurred for notarising legal documents such as fraud affidavits or any similar required documents for police and other law enforcement agencies, financial institutions and credit agencies, which are reasonably incurred to prove **your** innocence regarding any financial irregularities committed unlawfully
- d) Expenses incurred for the removal of any criminal or civil judgments wrongly entered against **you**, and to challenge the accuracy of information regarding **your** consumer credit report
- e) Costs of loan re-application fees following rejection of a loan due to incorrect credit information caused by an **identity fraud**.

### 18a Liability because **you** are owner of the **property(ies)**

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

- a) Compensation and claimant's costs and expenses; and
- b) **Legal costs and expenses you** pay with **our** written permission in connection with defending any claim; arising from accidental:

## What is not covered

Any amount over £5,000 (including any VAT) during any one period of insurance.

Expenses incurred without **our** prior agreement.

Any claim where you have been previously subjected to **identity fraud** which occurred before the start of the period of insurance.

If **your** policy includes both the **Buildings** and the **Contents** Sections, **we** will not pay more than £5,000 (including any VAT) during any one period of insurance under insured **Buildings** event **16** and **Contents** event **18**.

Any amount over £2,000,000 under **events 18a** and **18b** of this section for all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one **event**.

Liability **you** have under any agreement unless **you** would have the same liability if the agreement did not exist. This does not apply to **event 18c**.

## What is covered

- i) **injury** to any person, including the **tenant(s)** who occupy **your property(ies)**
- ii) loss of or material damage to property, including property which belongs to **your tenant(s)**

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

### 18b Defective Premises

**We** will pay any amounts for which **you** are liable for under section 3 of the Defective Premises Act 1972; arising from accidental:

- i) **injury** to any person, including the **tenant(s)** who occupy **your property(ies)**
- ii) loss of or material damage to property happening during the period of insurance

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

### 18c Employer's liability

**We** will pay all amounts for which **you** are liable if any domestic employee is injured arising out of his or her employment under a contract of service or apprenticeship in connection with **your property(ies)**.

The cover provided by this section is in accordance with the provisions of any law related to compulsory insurance of liability to employees in Great Britain, the Isle of Man and the Channel Islands; but **you** shall repay to **us** all sums **we** have paid which **we** would not have been liable to pay but for the provisions of such law.

**General Exclusion 2 of this policy will not apply to this event.**

## What is not covered

Liability for loss of or damage to any property belonging to **you** or in **your** charge or control. This does not apply to **event 18c**.

Liability for injuring an employee arising as a result of **you** employing them under a contract of service or apprenticeship unless this is covered under **event 18c**.

Liability for loss or damage caused by or arising out of:

- a) any passenger lift which **you** are responsible for maintaining
- b) **you** owning any land or building other than **your property(ies)** that are insured under this policy.

Liability which is insured by or would be insured by any other policy if this section did not exist.

Liability arising directly or indirectly out of **your** job, business (other than as the owner(s) of the **property(ies)**, insured under this policy), trade or profession. This does not apply to **event 18c**.

Liability if **you** are injured.

Liability for fines, penalties or liquidated damages or aggravated, punitive or exemplary damages or any damages resulting from multiplying the compensatory damages.

Loss, damage, **injury** or liability shown in the General Exclusions.

Exclusions shown under **events 18a** and **18b**.

Any amount over £10,000,000 for all compensation and claimants' costs and expenses for any one claim or series of claims arising out of any one **event**.

Liability for causing the death of or injuring any employee if they have driven or been a passenger in a motor vehicle for which **you** need insurance under the Road Traffic Act.

## What is covered

### 19 Landlord's Legal Expenses

Your policy covers **legal costs and expenses** that may be incurred within the **territorial limits**, to secure an eviction of the **tenant(s)**; or to recover amounts owed to **you** by the **tenant(s)**; or to take legal action following the occurrence of any of the **events 19a to 19c** below:

**19a** A dispute between **you** and **your tenant(s)** under the terms and conditions of the **Tenancy Agreement** including disputes that arise when:

- i) **The tenant(s)** depart from **your property** before the end of the term of the **Tenancy Agreement**, without having given **you** or **your managing agent** proper notice;
- ii) The **tenant(s)** or their **guarantor(s)** fail to pay **you** the monthly **rent** when it is due;
- iii) The **tenant(s)** refuse to allow **you** to have access to **your property** at the end of the **Tenancy Agreement** or following non payment of monthly **rent**, even though **you** have acted in accordance with all legal requirements;
- iv) The **tenant(s)** have damaged **your property** by carrying out malicious and/or and intentional acts;
- v) There is a dispute over the **tenancy deposit** at the end of the **tenancy** if there is not a legal requirement for the **tenancy deposit** to be held in accordance with the requirements of the **Tenancy Deposit Scheme**.

**19b** **Your property** is occupied by unauthorised occupants and **you** are required to take legal action to evict them.

**19c** **Your tenant(s)** allege(s) that **you** have not met **your** obligations under the terms **Tenancy Agreement** and take legal action against **you**.

## What is not covered

Any amount over £60,000 under 19a, 19b and 19c of this section for all claims arising from one event during any period of insurance for each property insured.

If **your** policy includes both the **Buildings** and the **Contents** Sections, **we** will not pay more than £60,000 during any one period of insurance **for all claims arising from one event for each property insured** under insured **Buildings event 19** and **Contents event 20**.

Any claim:

- a) that is not notified to the **administrator** as soon as possible after **you** become aware of the **event** and no later than thirty (30) days of the **event** that may result in a claim;
- b) if there is not a written **Tenancy Agreement** that complies with all the requirements of any relevant legislation and statutory instruments;
- c) if the **tenant(s)** are not held equally and jointly responsible for the all the commitments that are required by them under the terms of the **Tenancy Agreement**;
- d) if **you** or **your managing agent** has not collected, before the start of the **Tenancy Agreement**, a **tenancy deposit** that is at least equivalent to one (1) month's **rent** in cleared funds;
- e) for tenancies in England and Wales where the **tenancy deposit** is not held in accordance with requirements set out in the Housing Act 2004 and any subsequent or superseding legislation;
- f) where **you** or **your managing agent** have not taken a detailed inventory of the contents and condition of **your property** before the start of the **Tenancy Agreement**;
- g) for the cost of defending a dispute that arises from or relates to actual or alleged dishonesty, fraud or malicious conduct by **you**, unless the legal action is successfully defended;
- h) for **legal costs and expenses** that **you** incur before **the administrator** has accepted **your** claim;

## What is covered

## What is not covered

- i) for disputes when the **tenant(s)** or their **guarantor(s)**, if required, do not meet the requirements of i) – iv) below, before the start of the **Tenancy Agreement**:
- i) for **tenant(s)** who are in receipt of Housing Benefit or Local Housing Allowance or who are full-time students, where there is not a **guarantor** who meets the requirements under iv) below;
- ii) for individuals who are named on the **Tenancy Agreement** as a **tenant(s)** but who are not contributing towards **rent**, where **you** or **your managing agent** have not obtained one (1) written reference for them. This does not have to be a **financial reference**;
- iii) for all other categories of **tenant(s)** where for each **tenant**:
  - the monthly rent for **your property** exceeds forty (40) per cent of the **tenant(s)**' gross income;
  - **you** have not seen at least two (2) valid forms of identification; and
  - **you** have not obtained before letting **your property** to the **tenant(s)** a minimum of two (2) references, one of which must be a **financial reference**.
- iv) for **guarantors** where:
  - the monthly **rent** for **your property** exceeds thirty (30) per cent of the **guarantor's** gross income;
  - the **guarantor** has not entered into a legally binding written guarantee in respect of the tenancy;
  - **you** have not obtained an acceptable **financial reference** for the **guarantor**.
- j) if the **Tenancy Agreement** started more than sixty (60) days after **you** obtained acceptable references on the **tenant(s)** or their **guarantor(s)**, if a **guarantor** is required;

## What is covered

## What is not covered

- k) for any dispute which starts within thirty (30) days of the date this policy commenced, if the **Tenancy Agreement** was in force before the policy started, unless **you** held insurance similar to that provided under this policy up to the start of the first period of insurance;

In the event of a claim **FirstAssist** or the **administrator** reserves the right to ask **you** to produce documentary evidence to confirm that similar cover was in place before this insurance started.

- l) for any disputes or circumstances that **you** knew about or should have known about, before the period of insurance begins which result in a claim;
- m) for any disputes with **your managing agent** or arising out of a contract that **you** have with any person or organisation other than the **tenant(s)**;
- n) for any disputes for amounts of less than £250;
- o) for any disputes that do not start within the period of insurance;
- p) for any disputes where the legal action cannot be brought within the **territorial limits**;
- q) for any disputes where **you** do not have a reasonable chance of successfully recovering damages;
- r) for disputes where **you** know that **you** are able to settle the dispute in another way directly with the **tenant**;
- s) for your **tenant(s)**' or any opponents' legal costs and/or awards made by order of a Court settlement or discontinuance;
- t) for disputes that arise because **you** have not complied with statutory legislation and other legal requirements related to the letting of **your property(ies)**;
- u) for damages, fines or penalties of any nature incurred by **you** following any legal proceedings.

See also the Claims Conditions on page 49.

## What is covered

### Additional Optional Benefit 1

*(your schedule will show cover as Theft and Damage by Tenants if this event is insured by your policy).*

#### **20 Theft, Malicious Damage, Loss or Intentional Damage by your tenant(s) or their visitors or the children of your tenant(s) or their visitors.**

### Additional Optional Benefit 2

*(Your schedule will show cover as Theft and Accidental Damage, Malicious or Intentional Damage by tenant(s) if this event is insured by your policy).*

#### **21 Accidental Damage; including accidental damage by your tenant(s) and/or their visitors, or the children of your tenant(s) or their visitors.**

## What is not covered

Any claim if there is not a written **Tenancy Agreement** in place which states:

- i)** the tenancy period;
- ii)** the amount of **rent** payable and frequency of payments; and
- iii)** the amount of **tenancy deposit** required to be paid by the **tenant(s)**.

The first £250 of each claim.

The cost of any cleaning or re-decorating where no actual structural damage has occurred to **your property**.

Any other costs that are allowable deductions from the **tenancy deposit** under the terms of the **Tenancy Agreement**.

Damage by any domestic pets.

Theft or attempted theft claims where the loss or damage is not reported to the police as soon as **you** or your **managing agent** first becomes aware of it.

The exclusions that apply to **events 1 to 11** also apply to **event 21**

Damage caused by normal settlement, wear and tear.

Damage caused by rot, mildew, rust, corrosion, insects, woodworm, vermin, cleaning, dyeing, repair or renovation.

Damage caused by electronic, electrical or mechanical breakdown or failure.

Damage caused by faulty design, faulty plan, faulty specification, faulty materials or faulty workmanship.

Damage which happens gradually or loss of value.

Damage caused by frost.

## What is covered

## What is not covered

Damage caused by any domestic pets.

For **accidental damage** by **tenant(s)** and/or their visitors, or the children of the **tenant(s)** or their visitors, any claim:

- a) where there is not a written **Tenancy Agreement** in place which states:
  - i) the tenancy period;
  - ii) the amount of **rent** payable and frequency of payments; and
  - iii) the amount of **tenancy deposit** required to be paid by the **tenant(s)**.
- b) The first £250 of each **event**.
- c) The cost of any cleaning or re-decorating where no actual structural damage has occurred to the property.
- d) Any other costs that are allowable deductions from the **tenancy deposit** under the terms of the **Tenancy Agreement**.

## How we settle claims under the Building section

(See also General Exclusions and General Conditions and the Claims Conditions that apply in respect of **event 19**, Legal Expenses)

### Loss or damage to the Buildings

The amount **we** will pay for loss of or damage to the **buildings** will be the cost of the following.

- a) Repairing or replacing the damaged items without taking off an amount for wear and tear or loss of value, as long as:
  - i) the sum insured will cover the full rebuilding cost; and
  - ii) the repair or replacement is carried out immediately.

If the sum insured will not cover the full rebuilding cost, the amount **we** will pay will be the cost of repairs or replacement less an amount for wear and tear.

If the repair or replacement is not carried out, the amount **we** will pay will be the loss of value resulting from the loss or damage but not more than what it would have cost to repair or replace the item if this had been carried out straight away.

- b) Demolishing, removing debris, shoring up or propping up parts of the **buildings**.
- c) Architects', surveyors', legal and other fees for estimates, plans, specifications, quantities, tenders and supervision.

**We** will not pay more than the fees authorised under the scales of the Royal Institute of British Architects, the schedule of professional charges of the Royal Institution of Chartered Surveyors and the Law Society.

**We** will not pay any fees for preparing a claim.

- d) Any extra costs to keep to building or other regulations or within the by-laws of any local authority but only for damaged parts of the **buildings**.

This does not include any extra costs **you** pay after notice has been served on **you**.

- e) **We** reserve the right to take ownership of an item or items once **we** have paid a claim following their loss or damage beyond repair but no item or items may be abandoned to **us**.
- f) **We** will at your request consider making claims payments to **your managing agent** or other third parties

who will then account to **you** as necessary. However, before doing so, **we** will ask you to provide **us** with full details of the third party together with the reason for your request.

Any permanent repairs made by **our** approved suppliers are guaranteed.

### Theft, Loss, Malicious, Intentional Damage and Accidental Damage by Tenants

The amount **we** will pay will be calculated by deducting the **excess**, and any **tenancy deposit** money remaining after allowing for cleaning and any other expenses you are entitled to deduct under the terms of the **Tenancy Agreement** from the **tenancy deposit**; or, if your property is in England and Wales, any amount of deposit that is returned to **you** following liaison with the administrator of the **Tenancy Deposit Scheme** used or, in the **event** of a dispute, following the decision of the appointed adjudicator.

### Identity Fraud

The amount **we** will pay, under **events 17 and 18 Buildings and Contents** insurance after deducting the **excess**, will not be more than £5,000 (including any VAT) during any one period of insurance, in respect of reasonable legal expenses and other costs incurred by **you**, with **our** prior agreement, as a direct result of **identity fraud**.

### Landlord Legal Expenses

The amount **we** will pay will be the **Legal Costs and Expenses** of the **Legal Representative** that are necessarily incurred to take legal action on **your** behalf:

- a) Against **your tenant(s)** or their **guarantor(s)** following a breach in the terms of the **Tenancy Agreement** by the **tenant(s)**;
- b) To lawfully evict the **tenant(s)** in order to gain vacant possession of **your** property;
- c) To defend **your** legal rights after an **event** which results in the **tenant(s)** taking proceedings against **you**;
- d) To recover unpaid **rent** from the **tenant(s)**; and
- e) To remove unauthorised occupants from **your property**.

Please also refer to the Claims Conditions that apply to Legal Expenses on page **49**.

### **Legal Expenses – Limit of liability**

**We** will not pay more than £60,000 for all claims arising from one **event 19a – 19c** during any period of insurance for each property insured.

If **your** policy includes both the **Buildings** and the **Contents** Sections, **we** will not pay more than £60,000 during any one period of insurance under insured **Buildings event 19** and **Contents event 20**.

### **Selling your property**

When **you** sell your interest in the **buildings**, the person who completes the purchase will be covered by the insurance in this section. This benefit will apply up to the date of completion as long as they have no other insurance in force. This benefit does not apply to **Event 19, Landlord's Legal Expenses**.

### **Claim**

If **you** make a claim the premium **you** need to pay to renew **your** policy may be increased as a result.

### **Matching sets and suites**

**We** will treat an individual item of a matching set of articles or suite of furniture or sanitary fittings or other bathroom fittings as a single item.

**We** will pay you for damaged items but not for the other pieces of the set or suite which are not damaged.

For example, if one kitchen cupboard is damaged **we** will replace or repair the damaged cupboard only, not the whole kitchen.

### **Sum insured**

The sum insured chosen by **you** must be enough to pay for the full cost of rebuilding and take account of the expenses for

- Demolishing, removing debris, shoring up or propping up parts of the **buildings**;
- Architects', surveyors', legal and other fees for estimates, plans, specifications, quantities, tenders and supervision; and
- Any extra costs to keep to building or other regulations or within the by-laws of any local authority but only for damaged parts of the **buildings**.

**We** will not pay more than the sum insured for loss or damage to the **buildings** by any of the **events 1 to 12, 20 and 21**.

### **Index linking**

**We** will change the sum insured each month by the percentage change in the House Rebuilding Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors (or some other suitable index **we** decide upon).

**We** will not charge extra premiums on any index linking adjustments during the period of insurance. **We** will work out the renewal premium on the sum insured which applies on the first day of the renewal month.

If **you** claim for loss or damage, **we** will continue to make the monthly index linking adjustments between the date of the loss or damage and the date when the loss or damage is repaired or replaced for up to one year. **You** must take all reasonable steps to have the repair or replacement carried out straight away.

# Contents Section

## Contents Section

### The meaning of words

If we explain what a word means, that word has the same meaning wherever it appears in **your** policy or **schedule**.

These words are highlighted in **bold**.

**Accidental Damage** – Damage caused suddenly and by external means. This definition does not include damage caused by wear and tear, any gradually operating cause or faulty design or faulty materials.

**Administrator** – Home and Legacy Insurance Services Limited, registered in England No. 3007252, authorised and regulated by the Financial Services Authority, Register No. 307523 who administer this insurance on behalf of the **insurers**.

**Buildings** – The structure of **your property(ies)**, built of **standard construction** and the following if they form part of **your property(ies)** and belong to **you** or are **your** responsibility:

- Domestic outbuildings
- Garages that form part of **your property(ies)**
- Landlord's fixtures and fittings in or on the **buildings** (including television and radio receiving aerials, satellite dishes and related fittings)
- Fixed coverings to walls, ceilings and floors including laminated wooden effect or vinyl floor coverings that could not reasonably be removed and re-used, (but not carpets or rugs)
- Telephone, internet, gas, water and electric instruments, meters, piping, cabling and the like and their accessories including such property underground at **your property(ies)** and extending to the public mains (but not building materials)
- Fuel tanks and their ancillary equipment, pipework and the like
- Swimming pools, hot tubs
- Tennis hard courts
- Terraces, drives and footpaths
- Boundary and garden walls, gates, fences and hedges (but not plants, shrubs, trees or grass).

**Contents** – Contents of common areas; Limited contents; or General Contents. The Contents option(s) that apply to **your** policy are shown on **your schedule**. Contents are goods which **you** own or are responsible for at **your property(ies)** and have provided for the **tenant(s')** use being:

- a) **Contents of common areas** – Fitted carpets, furnishings and other contents in communal parts of the **buildings** including portable communal property in the open grounds of and used in connection with the **buildings**; or
- b) **Limited Contents** – Curtains, carpets or internal blinds, laminated, wooden effect or vinyl floor coverings that can reasonably be removed and re-used, light fixtures and fittings and domestic appliances; or
- c) **General Contents** – Contents in common areas and all other household goods furniture and furnishings which **you** own or are responsible for at **your property(ies)** including:
  - Curtains, carpets or internal blinds, laminated, wooden effect or vinyl floor coverings that can reasonably be removed and re-used, other loose floor coverings, light fixtures and fittings, domestic appliances, furniture, prints, paintings, framed photographs and other wall hangings, sound and vision equipment including CCTV (but not portable video cameras, cameras and other photographic equipment and not portable music systems or games systems), household linen, bedding, kitchen and dining equipment including items that are thinly covered with gold or silver, outdoor garden furniture and gardening equipment
  - Fixtures and fittings other than landlord's fixtures and fittings and interior decorations belonging to **you** where **you** are not responsible for insuring the **building**
  - Television, satellite and radio receiving aerials, aerial fittings and masts and CCTV equipment fixed to **your property(ies)**
  - Gas, electric and water meters
  - Telephones.

**General Contents** do not include:

- **Contents** insured under any other policy
- Any of **your** personal possessions left in the **property**; unless notified to and agreed by **us**
- Cash, bank and currency notes
- Securities (financial certificates such as shares and bonds) certificates and documents of any kind
- Mechanically propelled or assisted vehicles or their parts and accessories, but not including gardening machinery
- Caravans and trailers or their parts and accessories

- Aircraft, hovercraft and watercraft (which includes sailboards, windsurfers and models) or their parts and accessories
- Laminated, wooden effect or vinyl floor coverings that could not reasonably be removed and re-used
- Animals
- Any part of the structure of your property, central heating system, ceiling, wallpaper or similar
- Contents used at any time for business, professional or trade purposes, except for office equipment.

**Dangerous animal** – An animal defined as dangerous in the Animals Act 1971 or a dog of a type described in Section 1 of the Dangerous Dogs Act 1991.

**Excess** – **Your** contribution towards the cost of a claim. The excesses that apply are stated under each section of the policy wording and/or **your schedule**. If **you** make a claim for what **we** identify as one or more separate **events**, **you** will need to pay any excesses that apply for each separate **event** that **we** have identified.

**Event** – The **events** that are insured under the terms and conditions of this policy that are individually numbered and described under each section of the policy.

**Financial Reference** – The references that are obtained on **tenant(s)** and/or **guarantors** that are deemed to be acceptable to **us** for the purposes of the insurance provided under **event 20** – **Landlord's Legal Expenses** – being:

- A standard credit check obtained from a credit referencing company on the **tenant(s)** or **guarantor** which confirms:
  - Acceptable risk or credit scores
  - Acceptable electoral roll information, or if electoral roll information is not available suitable documentary evidence to confirm proof of residency; and
  - That there are no previous bankruptcies or any county court judgments over £500 recorded
- A detailed employer's reference for the **tenant(s)** or **guarantor** which confirms:
  - That the **tenant** or **guarantor** has been employed with the same employer for a minimum of six (6) months
  - The **tenant's** or **guarantor's** annual gross salary
  - The position held and
  - That the post is permanent.

- For self employed **tenants**, an Accountant's or **Legal Representative's** reference, but this will only be accepted if the nominated individual or business has acted for the **tenant** or **guarantor** for a minimum of twelve (12) months, and which confirms:
  - The **tenant's** or **guarantor's** annual gross income; and
  - That the **tenant** or **guarantor** is considered to be financially able to meet the rental commitment for the term of the **Tenancy Agreement**.

**FirstAssist** – FirstAssist Insurance Services Limited, registered in England and Wales No. 04617110, registered office at Marshall's Court, Marshall's Road, Sutton, Surrey, SM1 4DU. FirstAssist arranges this insurance on behalf of the insurer for Event 19, Buildings Section and Event 20, Contents Section. FirstAssist Insurance Services Limited is authorised and regulated by the Financial Services Authority (FSA), Register number 310671 and you can check this on the FSA's register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

**Guarantor** – A person or business which has entered into a written agreement to agree to pay or to perform the **tenant(s)**' duties under the terms of the **Tenancy Agreement** should the **tenant(s)** fail to do so.

**Identity Fraud** – A person or a group of people knowingly using a means of identification belonging to **you** without **your** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act. An act or a series of acts, against **you** by one person or group of people is considered to be one **identity fraud**.

**Injury** – Bodily **injury**, death, disease, illness or shock.

**Insurer(s)** – The insurer for the Buildings and Contents Sections, apart from event 19 Buildings and Event 20 Contents is Allianz Insurance plc, Allianz Insurance plc is registered in England number 84638 at 57 Ladymead, Guildford, Surrey, GU1 1DB, and is authorised and regulated by the Financial Services Authority, registration number is 121849. Home State is the United Kingdom. Allianz Insurance plc. is a non-life general insurance undertaking underwriting personal and commercial insurance products. Allianz Insurance plc is a member of the Association of British Insurers and the Financial Ombudsman Service.

The insurer for event 19, Buildings Section and event 20, Contents Section is Great Lakes Reinsurance(UK)PLC, registered in England and Wales number. 2189462, registered office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Reinsurance (UK)PLC is authorised and regulated by the Financial Services Authority, registration

number is 202715 and is a non-life general insurance undertaking underwriting personal and commercial insurance products. Home State is the United Kingdom.

You can check the insurers entries on the FSA's register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

**Legal Costs and Expenses** – Legal fees, costs and disbursements reasonably and properly incurred by the **legal representative**.

**Legal representative** – The solicitor or other person appointed with **our** agreement under this policy to represent **you**.

**Malicious and intentional damage by tenants** – Actual physical damage which:

- a) results from a deliberate act(s) by **your tenant(s)** or any person who is at **your property(ies)** with the knowledge and consent of the **tenant(s)**; and
- b) was intended by that person to cause physical damage.

**Managing Agent** – A firm appointed by and acting on behalf of **you** in respect of **your property(ies)** which are detailed in the **Schedule**.

**Property(ies)** – The **buildings** at the address(es) shown in the **schedule** that are occupied for residential purposes and business use that is no more than paperwork, telephone calls and computer work unless notified to and separately agreed by **us**, and the land, domestic garages and outbuildings at the same addresses.

**Rent** – The sum due to be paid by the **tenant(s)** to **you** and as detailed in the **Tenancy Agreement**.

**Schedule** – The printed document showing the sections of the policy **you** have chosen, the sums insured and any special terms that apply to **your** policy.

**Standard Construction** – The **buildings** of **your property** built of brick, stone or concrete and roofed with slate, tile, metal, concrete, asbestos or asphalt (or other roofing materials, if part of a flat roofed extension that is no larger than 25 square metres).

**Tenancy Agreement** – A written agreement with the **tenant(s)** which gives rights to the **tenant(s)** to occupy the **property** and to **you** to receive **rent** for letting **your property(ies)** being :

- an Assured Shorthold Tenancy as defined in the Housing Act 1988 and corresponding legislation in Scotland, the Isle of Man or the Channel Islands, and any amending legislation; or
- an agreement with a Limited Company or where the annual rental income exceeds Assured Shorthold Tenancy maximum limit..

**Tenancy Deposit** – The sum paid by the **tenant(s)** or on behalf of the tenant(s) to **you** or **your managing agent** under the **Tenancy Agreement** as security against the performance of the **tenant(s)**' obligations under the **Tenancy Agreement**, the discharge of any liabilities, any damage to **your property(ies)** and/or non payment of **rent** during the tenancy.

**Tenancy Deposit Scheme** – A scheme operated by or on behalf of the Government to safeguard deposits paid in connection with Assured Shorthold Tenancies in England and Wales; and to facilitate the resolution of disputes arising in connection with such deposits.

**Tenant(s)** – The person(s) named in the **Tenancy Agreement** who occupies **your property(ies)** and/or the companies or firms named in the **Tenancy Agreement** and any person(s) who occupy **your property(ies)** with their knowledge and consent including family members ordinarily residing with them and any person who is at **your property(ies)** with their knowledge and consent.

**Territorial Limits** – England, Scotland, Wales, the Isle of Man and the Channel Islands.

**Unfurnished** – Not having enough furniture to live in permanently.

**Unoccupied** – Not having been lived in for more than ninety (90) consecutive days.

**You, Your** – The person(s), companies or firms named in the **schedule** as the insured.

**We, Our, Us** – For the Buildings and Contents Sections (apart from the Landlord Legal Expenses cover, **event** 19, Buildings Section and event 20 Contents Section) means Allianz Insurance plc, registered in England number 84638 at 57 Ladymead, Guildford, Surrey, GU1 1DB, registration number 121849.

For event 19 Landlord Legal Expenses means **FirstAssist**

*We have used some specific terms in the policy wording and the following are explanations to help **you** understand them. These explanations are for information and do not form part of the policy wording.*

**Liquidated damages** – These are damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made.

**Punitive or exemplary damages** – These are damages that are awarded to punish **you** as well as compensate the other person if **you** did anything deliberately.

**Aggravated damages** – These are damages that are awarded when your behaviour or the circumstances of a case increase the **injury** to the other person because they are humiliated, distressed or embarrassed.

**Multiplying compensatory damages** – In some areas of the world the amount of money awarded as compensation is sometimes multiplied two, three or more times to act as a punishment to **you**.



## What is covered

6 Water escaping from water tanks, apparatus or pipes or fixed heating installations.

7 Storm or flood.

8 Riot, civil commotion, strikes or labour disturbances.

9 a) Oil leaking from any fixed heating installation at **your property**.

b) Television, satellite and radio receiving aerials, aerial fittings and masts breaking or collapsing.

10 Subsidence or heave of the site on which **your property** stands, or landslip.

We will also insure **you** for the following.

11 **Contents** temporarily removed.

**Contents** you temporarily remove from **your property(ies)** for cleaning, renovation, repair or similar purposes to any address elsewhere than at the **property(ies)** within Great Britain, the Isle of Man or the Channel Islands against loss or damage resulting from **events 1 to 3 and 5 to 9**.

## What is not covered

Loss or damage caused after **your property(ies)** has/have been left **unfurnished** or **unoccupied** unless the water is turned off at the mains and the system drained. However this exclusion will not apply if it is required to service the central heating system to maintain a minimum temperature of fifteen (15) degrees centigrade.

Loss of metered water.

See also the General Condition 2.

Loss or damage caused by frost.

Loss or damage in cellars and basements due to a rise in the water table.

Anything which happens gradually.

Damage caused to the installation.

Loss of oil.

Landslip caused by the coast being worn away.

Destruction or damage to or resulting from solid floor slabs moving unless the foundations beneath the outside walls of the building are damaged by the same cause at the same time.

Damage caused by new structures bedding down or newly made-up ground settling.

**Contents** that are more specifically insured.

**Contents** in transit from **your property(ies)** to another address.

Loss or damage to any **contents** contained in or on any motor vehicle.

More than 10% of the sum insured by the **contents** section for each item covered, for damage occurring elsewhere than at **your property(ies)**.

## What is covered

### 12 Contents in the open.

We will pay for loss or damage to **contents** by any of the **events 1 to 10** insured by this section if **you** leave them in the open within the grounds of **your property**.

### 13 Accidental breakage of mirrors or glass.

We will pay for accidental breakage of mirrors, fixed glass in furniture and ceramic hobs while in **your property**.

### 14 Theft of keys.

We will pay the cost of replacing locks and keys to outside doors and windows and to domestic safes and alarm systems within **your property** if the keys are stolen.

### 15 Loss of oil and metered water.

We will pay for loss of oil or metered water due to **your** domestic water or fixed heating installations being damaged.

### 16 Deeds and documents.

We will pay for loss or damage by **events 1 to 10** to any documents that relate to **your properties** (other than money), which belong to **you** while they are in a safe deposit, bank or solicitor's strongroom.

### 17 Alternative Accommodation and Loss of Rent.

If **your contents** at the **property(ies)** are damaged and the **buildings** cannot be lived in because of an insured **event** we will pay **you** for the time needed to repair the **buildings** back to a fit state to live in:

- a) If **your property** is let to **tenants** at the time of the damage:
  - i) Loss of **rent** **you** receive up to the monthly rental amount stated in the **Tenancy Agreement**; and
  - ii) Reasonable expenses **you** incur with **our** consent in re-letting **your property** once the **buildings** have been repaired, solely as a consequence of the damage; or

## What is not covered

Any amount over £750.

Loss or damage caused after **your property** has been left **unfurnished** or **unoccupied**.

Loss or damage to any **contents** contained in or on any motor vehicle.

Any amount over £750.

Loss or damage caused after **your property** has been left **unfurnished** or **unoccupied**.

See also General Condition 2.

Loss by theft of keys that **tenant(s)** do not return to **you** at the end of the tenancy.

Any amount over £1,000.

Any amount over £250.

Any amount under this section if **we** agree to pay for alternative accommodation and loss of **rent** under the **buildings** Section of this policy for the same **event**.

Any amount over 20% of the sum insured by this section or £5,000 whichever is the greater.

## What is covered

- b) If **your tenant(s)** are not otherwise insured:
  - i) The cost of reasonable alternative accommodation for **your tenant(s)**;
  - ii) The cost of temporary storage of **your tenant(s)** furniture; and
  - iii) Reasonable expenses **your tenant(s)** have to pay for suitable accommodation for their domestic pets; or
- c) If **you** are living in the **property** at the time of the damage:
  - i) Reasonable other expenses **you** have to pay for other accommodation;
  - ii) The cost of temporarily storing **your** furniture; and
  - iii) Reasonable expenses **you** have to pay for suitable accommodation for **your** domestic pets.

### 18 Identity Fraud.

**Your** policy covers legal expenses and other costs that **you** may incur in the **event** that **you** become aware of and can substantiate that **you** have suffered as a result of **identity fraud** during the period of insurance.

In the **event** of **identity fraud** we will pay **you**:

- a) Reasonable legal expenses and other costs incurred by **you** with **our** prior agreement to defend any legal proceedings brought against **you** by businesses or their collection agencies as a direct result of **identity fraud**
- b) Telephone and postal expenses for calls to police, financial institutions, law enforcement and credit agencies
- c) Expenses incurred for notarising legal documents such as fraud affidavits or any similar required documents for police and other law enforcement agencies, financial institutions and credit agencies, which are reasonably incurred to prove **your** innocence regarding any financial irregularities committed unlawfully

## What is not covered

Any amount over £5,000 (including any VAT) during any one period of insurance.

Expenses incurred without **our** prior agreement.

Any claim where **you** have been previously subjected to **identity fraud** which occurred before the start of the period of insurance.

If **your** policy includes both the **Buildings** and the **Contents** Sections, we will not pay more than £5,000 (including any VAT) during any one period of insurance under insured **Buildings event 17** and **Contents event 18**.

## What is covered

- d) Expenses incurred for the removal of any criminal or civil judgments wrongly entered against **you**, and to challenge the accuracy of information regarding **your** consumer credit report
- e) Costs of loan re-application fees following rejection of a loan due to incorrect credit information caused by an **identity fraud**.

### 19a Liability because **you** are owner of **your property(ies)**.

We will pay all amounts **you** legally have to pay in respect of:

- a) compensation and claimants' costs and expenses; and
- b) **legal costs and expenses you** pay with **our** written permission in connection with defending any claim arising from accidental:
  - i) **injury** to any person, including the **tenant(s)** who occupy **your property(ies)**
  - ii) loss of or material damage to property, including property which belongs to **your tenant(s)**.

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

## What is not covered

- 1) Any amount over £2,000,000 under **events 19a** of this section for all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one **event**.
- 2) Liability **you** have under any agreement unless **you** would have the same liability if the agreement did not exist.
- 3) Liability which is insured by or would be insured by any other policy if this section did not exist.
- 4) Liability arising directly or indirectly out of **your** job, business, trade or profession other than as owner of **your property(ies)** insured under this policy.
- 5) Liability if **you** are injured.
- 6) Liability for fines, penalties or liquidated damages or aggravated, punitive or exemplary damages or any damages resulting from multiplying the compensatory damages.
- 7) Liability for loss of or damage to any property belonging to **you** or in **your** charge or control.
- 8) Liability for injuring an employee arising as a result of **you** employing them under a contract of service or apprenticeship unless this is covered under **event 19b**.
- 9) Liability for loss, damage or **injury** caused by or arising out of the following:-
  - a) **you** owning, possessing, or using (other than as a passenger) any mechanically or wind propelled or assisted vehicle (other than a pedestrian-controlled or ride-on garden tool which is not licensed for road use and for which **you** do not need a certificate of insurance). This also applies for a trailer attached to the vehicle

## What is covered

### 19b Employer's liability

We will pay all amounts for which **you** are liable if any domestic employee is injured arising out of his or her employment under a contract of service or apprenticeship in connection with **your property(ies)**.

The cover provided by this section is in accordance with the provisions of any law related to compulsory insurance of liability to employees in Great Britain, the Isle of Man and the Channel Islands; but **you** shall repay to us all sums **we** have paid which **we** would not have been liable to pay but for the provisions of such law.

General Exclusion **2** of this policy will not apply to this **event**.

### 20 Landlord Legal Expenses

**Your** policy covers **legal costs and expenses** that may be incurred within the **territorial limits** to secure an eviction of the **tenant**; or to recover amounts owed to **you** by **tenants**; or to take legal action following the occurrence of any of the **events 20a to 20c** below:

- 20a.** A dispute between **you** and **your tenant(s)** under the terms and conditions of the **Tenancy Agreement** including disputes that arise when:
- i)** The **tenant(s)** depart from **your property** before the end of the term of the **Tenancy Agreement**, without having given **you** or **your managing agent** proper notice;
  - ii)** **The tenant(s)** or their **guarantor(s)** fail to pay **you** the monthly **rent** when it is due;
  - iii)** **The tenant(s)** refuse to allow you to have access to **your property** at the end of the **Tenancy Agreement** or following non payment of monthly **rent**, even though **you** have acted in accordance with all legal requirements;

## What is not covered

- b)** **you** owning, possessing, or using a dangerous animal or a specially-controlled dog
- c)** any passenger lift which **you** are responsible for maintaining
- d)** **Contents** which **you** own that are contained in or on any land or in any **building**, other than the **buildings of your property(ies)** that are insured under this policy.

Exclusions shown under **event 19a** except exclusions **1** to **4**.

Any amount over £10,000,000 for all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one **event**.

Liability for causing the death of or injuring any employee if they have driven or been a passenger in a motor vehicle for which **you** need insurance under the Road Traffic Act.

Any amount over £60,000 under **20a**, **20b** and **20c** of this section for all claims arising from one **event** during any period of insurance for each **property** insured.

If **your** policy includes both the **Buildings** and the **Contents** Sections, we will not pay more than £60,000 during any one period of insurance for all claims arising from one **event for each property** insured under insured **Buildings event 19** and **Contents event 20**.

Any claim:

- a)** that is not notified to the **administrator** as soon as possible after **you** become aware of the **event** and no later than thirty (30) days of the **event** that may result in a claim;
- b)** if there is not a written **Tenancy Agreement** that complies with all the requirements of any relevant legislation and statutory instruments

## What is covered

- iv) The **tenant(s)** have damaged **your property** by carrying out malicious and/or intentional acts;
- v) There is a dispute over the **tenancy deposit** at the end of the **tenancy** if there is not a legal requirement for the **tenancy deposit** to be held in accordance with the requirements of the **Tenancy Deposit Scheme**.

**20b Your property** is occupied by unauthorised occupants and **you** are required to take legal action to evict them.

**20c Your tenant(s)** allege(s) that **you** have not met **your** obligations under the terms **Tenancy Agreement** and take legal action against **you**.

## What is not covered

- c) if the **tenant(s)** are not held equally and jointly responsible for all the commitments that are required by them under the terms of the **Tenancy Agreement**
- d) if **you** or **your managing agent** has not collected, before the start of the **Tenancy Agreement**, a **tenancy deposit** that is a least equivalent to one (1) months **rent** in cleared funds
- e) for tenancies in England and Wales where the **tenancy deposit** is not held in accordance with requirements set out in the Housing Act 2004 and any subsequent or superseding legislation
- f) where **you** or **your managing agent** have not taken a detailed inventory of the contents and condition of your **property** before the start of the **Tenancy Agreement**
- g) for the cost of defending a dispute that arises from or relates to actual or alleged dishonesty, fraud or malicious conduct by **you**, unless the legal action is successfully defended
- h) for **legal costs and expenses** that **you** incur before **we** have accepted **your** claim
- i) for disputes when the **tenant(s)** or their **guarantor(s)**, if required, do not meet the requirements of i) - iv) below, before the start of the **Tenancy Agreement**:
  - i) for **tenant(s)** who are in receipt of Housing Benefit or Local Housing Allowance or who are full-time students, where there is not a **guarantor** who meets the requirements under iv) below.
  - ii) for individuals who are named on the **Tenancy Agreement** as a **tenant(s)** but who are not contributing towards **rent**, where **you** or **your managing agent** have not obtained one (1) written reference for them. This does not have to be a **financial reference**.
  - iii) for all other categories of **tenant(s)** where for each **tenant**:

## What is covered

## What is not covered

- the monthly **rent** for **your property** exceeds forty (40) per cent of the **tenant(s)**' gross income;
- **you** have not seen at least two (2) valid forms of identification; and
- **you** have not obtained before letting **your property** to the **tenant(s)** a minimum of two (2) references, one of which must be a **financial reference**.

**iv)** for **guarantors** where:

- the monthly **rent** for **your property** exceeds thirty (30) per cent of the **guarantor's** gross income
- the **guarantor** has not entered into a legally binding written guarantee in respect of the tenancy
- **you** have not obtained an acceptable **financial reference** for the **guarantor**.

- j)** if the **Tenancy Agreement** started more than sixty (60) days after **you** obtained acceptable references on the **tenant(s)** or their **guarantor(s)**, if a **guarantor** is required.
- k)** for any dispute which starts within thirty (30) days of the date this policy commenced, if the **Tenancy Agreement** was in force before the policy started, unless **you** held insurance similar to that provided under this policy up to the start of the first period of insurance.

In the **event** of a claim **FirstAssist** or the **administrator** reserves the right to ask **you** to produce documentary evidence to confirm that similar cover was in place before this insurance started.

- l)** for any disputes for circumstances that **you** knew about or should have known about, before the period of insurance begins which result in a claim.
- m)** for any disputes with **your managing agent** or arising out of a contract that **you** have with any person or organisation other than the **tenant(s)**.
- n)** for any disputes for amounts of less than £250.
- o)** for any disputes that do not start within the period of insurance.
- p)** for any disputes where the legal action cannot be brought within the **territorial limits**.

## What is covered

### Additional Optional Benefit 1

*(Your Schedule will show cover as Theft, malicious or intentional and Damage by Tenants if this event is insured by your policy).*

- 21** Theft, Malicious Damage, Loss or Intentional damage by **your tenant(s)** or their visitors or the children of **your tenant(s)** or their visitors.

## What is not covered

- q)** for any disputes where **you** do not have a reasonable chance of successfully recovering damages.
- r)** for disputes where **you** know that **you** are able to settle the dispute in another way directly with the **tenant**.
- s)** for your **tenant(s)** or any opponents' legal costs and/or awards made by order of a Court settlement or discontinuance.
- t)** for disputes that arise because **you** have not complied with statutory legislation and other legal requirements related to the letting of **your property(ies)**.
- u)** for damages, fines or penalties of any nature incurred by **you** following any legal proceedings.

See also the Claims Conditions on page 49.

Any claim if there is not a written **Tenancy Agreement** in place which states:

- i)** the tenancy period;
- ii)** the amount of **rent** payable and frequency of payments; and
- iii)** the amount of **tenancy deposit** required to be paid by the **tenant(s)**.

The first £250 of each claim.

The cost of any cleaning or re-decorating where no actual structural damage has occurred to the **property**.

Any other costs that are allowable deductions from the **tenancy deposit** under the terms of the **Tenancy Agreement**.

Damage by any domestic animals.

Theft or attempted theft claims where the loss or damage is not reported to the police as soon as **you** or **your managing agent** first becomes aware of it.

## What is covered

### Additional Optional Benefit 2

*(Your Schedule will show cover as **Accidental Damage** if this event is insured by your policy).*

**22 Accidental Damage**; including **accidental damage** by **your tenant(s)** and/or their visitors, or the children of **your tenant(s)** or their visitors.

## What is not covered

The exclusions that apply to **events 1 to 10** also apply to **event 22**.

Damage to **contents** not within **your property(ies)**.

Damage caused by normal settlement, wear and tear.

Damage caused by rot, mildew, rust, corrosion, insects, woodworm, vermin, cleaning, dyeing, repair or renovation.

Damage caused by electronic, electrical or mechanical breakdown or failure.

Damage caused by faulty design, faulty plan, faulty specification, faulty materials or faulty workmanship.

Damage which happens gradually or loss of value.

Damage caused by frost.

Damage caused by overwinding and damage to the inside of clocks.

Damage caused by any domestic pets.

For **accidental damage** by **tenant(s)** and/or their visitors, or the children of the **tenant(s)** or their visitors, any claim:

- a) where there is not a written **tenancy agreement** in place which states:
  - i) the tenancy period;
  - ii) the amount of **rent** payable and frequency of payments; and
  - iii) the amount of **tenancy deposit** required to be paid by the **tenant(s)**.
- b) the first £250 of each **event**.
- c) the cost of any cleaning or re-decorating where no actual structural damage has occurred to the **property**.
- d) any other costs that are allowable deductions from the **tenancy deposit** under the terms of the **Tenancy Agreement**.

## How we settle claims under the Contents Section

(See also General Exclusions and General Conditions.)

### Loss of or damage to Contents

1 Items other than household linen and carpets:

- a) We will pay to replace items which are totally lost or destroyed. We will not take off any amount for wear and tear or loss of value as long as:
  - i) the sum insured is enough to replace the **contents**; and
  - ii) the replacement is carried out straight away.

If **you** do not replace the **contents** which are totally lost or destroyed straight away or if the sum insured is not enough to pay for replacement of the **contents**, the amount **we** will pay will be the market value of the totally lost or destroyed items.

- b) We will pay to repair damaged items.

2 Household linen.

- a) We will pay to replace items which are totally lost or destroyed. We will take off any amount for wear and tear or loss of value
- b) We will pay to repair damaged items.

3 Carpets

For carpets that are less than 1 year old:

- a) We will pay to replace carpets which are totally destroyed. We will not take off any amount for wear and tear or loss of value as long as:
  - i) the sum insured is enough to replace the **contents**; and
  - ii) the replacement is carried out straight away.
- b) We will pay to repair damaged carpets.

For carpets that are over 1 year old:

- a) We will pay to replace carpets which are totally lost or destroyed. We will take off any amount for wear and tear or loss of value.
- b) We will at our option repair or replace damaged carpets. We will pay the reasonable cost of repair or replacement to a condition no better than their condition at the time the loss or damage occurred.

4 We will pay to remove debris.

5 We reserve the right to take ownership of an item or items once **we** have paid a claim following their loss or damage beyond repair but no item or items may be abandoned to **us**.

6. We will at **your** request consider making claims payments to **your managing agent** or other third parties who will then account to **you** as necessary. However, before doing so, **we** will ask **you** to provide **us** with full details of the third party together with the reason for **your** request.

### Theft, Loss, Malicious, Intentional Damage and Accidental Damage by Tenants

The amount **we** will pay will be calculated by deducting the **excess**, and any **tenancy deposit** money remaining after allowing for cleaning and any other expenses **you** are entitled to deduct under the terms of the **Tenancy Agreement** from the **tenancy deposit**; or, if **your** property is in England and Wales, any amount of deposit that is returned to **you** following liaison with the administrator of the **Tenancy Deposit Scheme** used or, in the **event** of a dispute, following the decision of the appointed adjudicator.

### Identity Fraud

The amount **we** will pay, under **events 17 and 18 Buildings and Contents** insurance after deducting the excess, will not be more than £5,000 (including any VAT) during any one period of insurance, in respect of reasonable legal expenses and other costs incurred by **you**, with **our** prior agreement, as a direct result of **identity fraud**.

### Landlord's Legal Expenses

The amount **we** will pay will be the **Legal Costs and expenses** of the **Legal Representative** that are necessarily incurred to take legal action on your behalf:

- a) Against **your tenant(s)** or their **guarantor(s)** following a breach in the terms of the **Tenancy Agreement** by the **tenant(s)**;
- b) To lawfully evict the **tenant(s)** in order to gain vacant possession of **your property**;
- c) To defend **your** legal rights after an **event** which results in the **tenant(s)** taking proceedings against **you**;
- d) To recover unpaid **rent** from the **tenant(s)**; and
- e) To remove unauthorised occupants from **your property**.

Please also refer to the Claims Conditions that apply to **Landlord's Legal Expenses** on page 49.

### **Landlord's Legal Expenses – Limit of liability**

**We** will not pay more than £60,000 for all claims arising from one **event 20a – 20c** during any period of insurance for each **property** insured.

If **your** policy includes both the **Buildings** and the **Contents** Sections, **we** will not pay more than £60,000 during any one period of insurance for all claims arising **from one event** for each **property** insured under insured **Buildings event 19** and **Contents event 20**.

### **Claim**

If **you** make a claim the premium **you** need to pay to renew **your** policy may be increased as a result.

### **Matching sets and suites**

**We** will treat an individual item of a matching set of articles or suite of furniture or sanitary fittings or other bathroom fittings as a single item.

**We** will pay **you** for damaged items but not for the other pieces of the set or suite which are not damaged.

For example, if **you** damage one chair from a set the damaged chair will be repaired or replaced but not the whole set.

### **Sum insured**

The sum insured **you** choose must be equal to the full value of the **contents** insured. **We** will not pay more than the sum insured for loss or damage to the **contents** by any of the **events 1 to 10, 21 and 22**.

### **Index linking**

**We** will change the sum insured each month in accordance with the General Index of Retail Prices (All Items) as published by H.M. Stationery Office (or some other suitable index **we** decide upon). **We** will not charge extra premiums on any index-linking adjustments during the period of insurance. **We** will work out the renewal premium on the new sum insured, which applies on the first day of the renewal month.

# Landlord Income Protection

## Landlord Income Protection (Optional Cover)

**Your Schedule** will show if this Section is insured by **your** policy.

### The meaning of words

If we explain what a word means, that word has the same meaning wherever it appears in **your** policy or **Schedule**.

These words are highlighted in **bold**.

**Administrator** – Home and Legacy Insurance Services Limited, registered in England No. 3007252, authorised and regulated by the Financial Services Authority, register No. 307523 who administer this insurance on behalf of the **insurer**.

**Excess** – **Your** contribution towards the cost of a claim.

**Financial Reference** – The references that are obtained on **tenant(s)** and/or **guarantors** that are deemed to be acceptable to **us** for the purposes of the insurance provided under Landlord Income Protection being:

- i A standard credit check obtained from a credit referencing company on the **tenant(s)** or **guarantor** which confirms:
  - Acceptable risk or credit scores
  - Acceptable electoral roll information, or if electoral roll information is not available suitable documentary evidence to confirm proof of residency; and
  - That there are no previous bankruptcies or any county court judgments over £500 recorded
- ii A detailed employer's reference for the **tenant(s)** or **guarantor** which confirms:
  - That the **tenant(s)** or **guarantor** has been employed with the same employer for a minimum of six (6) months
  - The **tenant's** or **guarantor's** annual gross salary
  - The position held and
  - That the post is permanent.
- iii For self employed **tenants**, an Accountant's or **Legal Representative's** reference, but this will only be accepted if the nominated individual or business has acted for the **tenant** or **guarantor** for a minimum of twelve (12) months, and which confirms:
  - The **tenant's** or **guarantor's** annual gross income; and
  - That the tenant or guarantor is considered to be financially able to meet the rental commitment for the term of the **Tenancy Agreement**.

**Guarantor** – A person or business which has entered into a written agreement to agree to pay or to perform the **tenant(s)**' duties under the terms of the Tenancy Agreement should the **tenant(s)** fail to do so.

### Insurer

Landlord Income Protection Insurance is underwritten by Great Lakes Reinsurance (UK) PLC. Great Lakes Reinsurance (UK) PLC is registered in England and Wales No. 2189462 at Plantation Place, 30 Fenchurch Street, London EC3M 3AJ and is authorised and regulated by the Financial Services Authority. FSA Register No. is 202715. Our Home State is the United Kingdom. Great Lakes Reinsurance (UK) PLC is a non-life general insurance undertaking underwriting personal and commercial insurance products. FSA registration details can be checked by visiting the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on **0845 606 1234**.

**Legal representative** – The solicitor or other person appointed with **our** agreement under this policy to represent **you**.

**Managing Agent** – A firm appointed by and acting on behalf of **you** in respect of **your property(ies)** which are detailed in the **Schedule**.

**Property(ies)** – The buildings at the address(es) shown in the **schedule** that are occupied for residential purposes and business use that is no more than paperwork, telephone calls and computer work unless notified to and separately agreed by **us**, and the land, domestic garages and outbuildings at the same addresses.

**Rent** – The sum due to be paid by the **tenant(s)** to **you** and as detailed in the **Tenancy Agreement**.

**Schedule** – The printed document showing the sections of the policy **you** have chosen, the sums insured and any special terms that apply to **your** policy.

**Tenancy Agreement** – A written agreement with the **tenant(s)** which gives rights to the **tenant(s)** to occupy the **property** and to **you** to receive **rent** for letting **your property(ies)** being:

- an Assured Shorthold Tenancy as defined in the Housing Act 1988 and corresponding legislation in Scotland, the Isle of Man or the Channel Islands, and any amending legislation; or
- an agreement with a Limited Company or where the annual rental income exceeds Assured Shorthold Tenancy maximum limit.

**Tenancy Deposit** – The sum paid by the **tenant(s)** or on behalf of the **tenant(s)** to **you** or **your managing agent** under the

**Tenancy Agreement** as security against the performance of the **tenant(s)**' obligations under the **Tenancy Agreement**, the discharge of any liabilities, any damage to **your property(ies)** and/or non payment of **rent** during the Tenancy.

**Tenancy Deposit Scheme** – A scheme operated by or on behalf of the Government to safeguard deposits paid in connection with Assured Shorthold Tenancies in England and Wales; and to facilitate the resolution of disputes arising in connection with such deposits.

**Tenant(s)** – The person(s) named in the **Tenancy Agreement** who occupies **your property(ies)** and/or the companies or firms named in the **Tenancy Agreement** and any person(s) who occupy **your property(ies)** with their knowledge and consent including family members ordinarily residing with them and any person who is at **your property(ies)** with their knowledge and consent.

**You, your** – The person(s), companies or firms named in the **schedule** as the Insured.

**We, Our, Us** – FirstAssist Insurance Services Limited is registered in England and Wales No. 04617110 at Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU and is authorised and regulated by the Financial Services Authority, registration number is 310671.

First Assist Insurance Services Limited arrange and administer the Landlord Income Protection Insurance on the **insurer's** behalf.

## Landlord Income Protection (Optional add-on) Section

### What is covered

Your policy provides cover under this optional Landlord Income Protection section for:

#### 1 Loss of rental income

- a) for up to twelve (12) months or until **you** have obtained vacant possession of **your property**, whichever is sooner; and
- b) for up to a further one (1) month after **you** have obtained vacant possession:
  - i) if **your tenant(s)** or their **guarantor(s)** fail to pay **you** the **rent** when it is due, under the Terms and Conditions of the **Tenancy Agreement** and any supporting **guarantor's** written guarantees; or
  - ii) if the **Tenancy Agreement** for **your property** is with an individual **tenant**, and **you** are unable to collect the **rent** due, because the death of the **tenant** occurs before the end of the term of the **Tenancy Agreement**.

#### 2 Re-letting costs

The insurer will also pay reasonable cost towards the cost of re-letting **your property** after **you** have obtained vacant possession.

### What is not covered

The **excess** which is the first months **rent**.

Any amount exceeding twelve (12) monthly rental payments, before **you** have obtained vacant possession of **your property**; and any amount exceeding fifty (50) per cent of one (1) months **rent**, after **you** have obtained vacant possession of **your property**.

Any amount exceeding £250 towards the cost of re-letting **your property** after **you** have obtained vacant possession.

Any claim:

- a) for an amount which exceeds the monthly rental figure stated in the **Tenancy Agreement**; or, if it is lower, the monthly rental amount which **you** declared to the **administrator** when **you** started this insurance, or have notified to the **administrator** and which the **administrator** has acknowledged in writing. **The insurer** reserves the right to reduce the amount of any **rent** paid to **you** following an insured **event** by any amount if it is discovered that the monthly rental amount notified to the **administrator** is lower than the rental amount shown in the **Tenancy Agreement**. If the difference is significant, the **insurer** also reserves the right to refuse **your** claim;
- b) for interest which may be payable to **you** by the **tenant(s)** under the terms of the **Tenancy Agreement** for late payment of **rent**;
- c) that is not notified to the **administrator** as soon as possible after **you** become aware of the **event** and no later than thirty (30) days of the **event** that may result in a claim;
- d) if there is not a written **Tenancy Agreement** that complies with all the requirements of any relevant legislation and statutory instruments;
- e) if the **tenant(s)** are not held equally and jointly responsible for the all the commitments that are required by them under the terms of the **Tenancy Agreement**;

## What is covered

## What is not covered

- f) if **you** or **your managing agent** have not collected, before the start of the **Tenancy Agreement**, a **tenancy deposit** that is at least equivalent to one (1) month's **rent** in cleared funds;
- g) for tenancies in England and Wales where the **tenancy deposit** is not held in accordance with requirements set out in the Housing Act 2004 and any subsequent or superseding legislation;
- h) where **you** or **your managing agent** have not taken a detailed inventory of the **contents** and condition of **your property** before the start of the **Tenancy Agreement**;
- i) for disputes when the **tenant(s)** or their **guarantor(s)**, if required, do not meet the requirements of i)–iv) below, before the start of the **Tenancy Agreement**:
  - i) for **tenant(s)** who are in receipt of Housing Benefit or Local Housing Allowance or who are full-time students, where there is not a **guarantor** who meets the requirements under iv) below;
  - ii) for individuals who are named on the **Tenancy Agreement** as a **tenant(s)** but who are not contributing towards **rent**, where **you** or **your managing agent** have not obtained one (1) written reference for them. This does not have to be a **financial reference**;
  - iii) for all other categories of **tenant(s)** where for each **tenant**:
    - the monthly **rent** for **your property** exceeds forty (40) per cent of the **tenant(s)**' gross income;
    - **you** have not seen at least two (2) valid forms of identification; and
    - **you** have not obtained before letting **your property** to the **tenant(s)** a minimum of two (2) references, one of which must be a **financial reference**;
  - iv) for **guarantors** where:
    - the monthly **rent** for **your property** exceeds thirty (30) per cent of the **guarantor's** gross income;

## What is covered

## What is not covered

- the **guarantor** has not entered into a legally binding written guarantee in respect of the tenancy;
- **you** have not obtained an acceptable **financial reference** for the **guarantor**;

**j)** if the **Tenancy Agreement** started more than sixty (60) days after **you** obtained acceptable references on the **tenant(s)** or their **guarantor(s)**, if a **guarantor** is required;

**k)** for any loss of **rent** within thirty (30) days of the date this policy commenced, if the **Tenancy Agreement** was in force before the policy started, unless **you** held insurance similar to that provided under this policy up to the start of the first period of insurance;

In the **event** of a claim **FirstAssist** or the **administrator** reserve the right to ask **you** to produce documentary evidence to confirm that similar cover was in place before this insurance started;

**l)** for any loss of **rent** that **you** knew about, before the period of insurance began;

**m)** for any loss of **rent** that is not due to be paid to **you** within the period of insurance;

**n)** for any loss of **rent** if **you** know that **you** are able to obtain settlement from the **tenant(s)**;

**o)** for any loss of **rent** that is not paid because **you** have not complied with statutory legislation and other legal requirements related to the letting of **your property(ies)**;

**p)** for any loss of **rent** if **you** have not complied with all the conditions of any mortgage that **you** have taken on **your property**.

See also the Claims Conditions on page 49.

## How we settle claims

### Landlord Income Protection – Limit of liability

The most the **insurer** will pay following an **event** and after applying the **excess** will be:

- a) loss of **your** monthly **rent** for up to twelve (12) months or until **you** have obtained vacant possession of **your property**, whichever is sooner; and
- b) fifty (50) per cent of **your** monthly **rent** once **you** have obtained vacant possession of **your property** for up to a further one (1) month; plus
- c) up to £250 towards the reasonable costs of re-letting **your property**.

The **insurer** will not pay more than the monthly **rent** stated in the **Tenancy Agreement**; or if it is lower, the monthly **rent** which **you** declared to the **administrator** when **you** started this insurance, or have notified to the **administrator** since and which has been acknowledged in writing.

The **insurer** also reserves the right to reduce the amount of any **rent** paid to **you** following an **event** by any amount, if it is discovered that the monthly rental amount notified to the **administrator** is lower than the rental amount shown in the **Tenancy Agreement**. If the difference is significant, the **insurer** also reserves the right to refuse **your** claim.

The **administrator** will pay **rent** on **our** behalf thirty (30) days in arrears.

Please also refer to the Claims Conditions that apply to Landlord Income Protection on page **49**.

### Claim

If **you** make a claim the premium **you** need to pay to renew **your** policy may be increased as a result.

# General Exclusions

## General Exclusions

These apply to the whole policy:

The policy does not cover the following:

### 1 Geographical limits

Damage, **injury** or liability arising out of any **event** outside Great Britain, the Channel Islands or the Isle of Man, unless we say differently.

### 2 War

Damage, liability, death, **injury**, disability caused by war, revolution or any similar event.

### 3 Radioactive contamination

Damage to any property, or any legal liability caused by:

- a) ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
- b) the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

### 4 Sonic bangs

Damage caused by pressure waves from aircraft and other flying devices travelling at or above the speed of sound.

### 5 Pollution or contamination

Damage caused by or resulting from pollution or contamination, other than damage caused by:

- a) pollution or contamination which results from damage by a cause which is insured by this policy;
- or
- b) damage by a cause which is insured by this policy which results from pollution or contamination.

### 6 Market value

Any loss of market value after an item is repaired or replaced.

### 7 Date recognition

Costs in relation to any claim arising directly or indirectly from electronic equipment, whether belonging to **you** or not, failing at any time, to correctly recognise, accept, respond to, retrieve, retain or process any data representing a date or part of a date.

Electronic equipment includes:

- a) any computer equipment, system or software;
- b) any product, accessory, equipment or machinery containing, connected to or operated by means of a data processor chip.

### 8 Terrorism

Loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or **event** contributing at the same time or in any other sequence to the loss.

For the purpose of this exception an act of terrorism means the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

### 9 Theft

Loss or damage:

- a) resulting from theft or attempted theft by **you**
- b) suffered as a result of being deceived into knowingly parting with **your property**.

### 10 Pre-existing damage

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

### 11 Confiscation

Loss or damage caused by officials or authorities confiscating or holding **your property**.

# General Conditions

## General Conditions

The following conditions apply to the whole policy.

### 1 Premium

**You** must pay the premium or any agreed instalment when asked by the **administrator**.

### 2 Reasonable precautions

**You** must keep any property **you** insure in a good state of repair and take all reasonable steps to prevent accidents, **injury**, loss and damage.

When **your property(ies)** are not lived in or do not have enough furniture to live in permanently, **you** must make arrangements for the **buildings** to be inspected internally and externally at least once in every fourteen (14) day period either by **you**, **your managing agent** or other responsible representative who is appointed on **your** behalf.

### 3 Claims

If **you** need to make a claim, **you** must do the following:

- Tell the **administrator** as soon as possible about the **event** and give **us** any information **we** may need. For Landlord Legal Expenses or the optional Landlord Income Protection cover **you** must tell the **administrator** within thirty (30) days of the **event**.
- Tell the police about any damage caused by theft or attempted theft or malicious damage
- Allow **us** to enter, take or keep possession of any property where the damage has happened. **We** can also deal with any insured property in any way **we** think is appropriate. However, **you** must not abandon any property and leave it to **us**
- Carry out and allow **us** to take any action we need to prevent more damage
- Provide **us** with any bills for utilities being supplied to **your property(ies)** at the time of a claim following loss or damage for verification by **us**
- Tell **us** immediately about any prosecution, inquest or enquiry connected with any **injury** or damage
- Not pay or offer or agree to pay any money or admit responsibility without **our** permission
- Allow **us**, in **your** name, to take over and control all negotiations and proceedings which may arise for any claim

- Allow **us** to take any necessary action to enforce **your** rights against any other person. **We** will pay any costs or expenses involved.

**We** will not pay any claims under this insurance unless **you** have kept to this condition. If **we** have already paid **you** for a claim, **you** must repay **us**.

### 4 Repairing or replacing property

If **we** are going to repair or replace any property, **you** must give **us** any relevant plans, documents, books and information **we** ask for. **We** do not have to repair or replace the property as it was. The most **we** will pay for any one item is the sum insured.

### 5 Other insurances

If at the time of any claim **you** have other insurance covering the claim, **we** will only pay **our** share of the claim.

### 6 Cancellation within the first 14 days (Reflection period)

**We** want **you** to be happy with **your policy**. If after having examined **your** insurance documentation **you** decide not to proceed **you** may cancel the insurance, within 14 days of concluding the contract; or the day **you** receive **your** policy documentation if that is later.

**You** can do this by contacting the **administrator** or the **insurance intermediary** through whom **you** arranged this insurance.

If **you** choose to cancel the **policy**, provided **you** have not made a claim, **you** will be entitled to a full refund of the premium paid. If **you** have made a claim the amount of refund will be calculated proportionately for the time for which **you** have been covered based on the annual premium payable. Where an event has occurred which may give rise to a total loss claim (for example, the total destruction of the buildings following a fire) the full annual premium may be payable.

**You** may contact the **administrator**, by telephone on 0844 893 8360 or write to: Home & Legacy Insurance Services Limited, 500 Avebury Boulevard, Milton Keynes, MK9 2LA. If after 14 days **you** have not cancelled **your** policy, **we** will assume that **you** wish **your policy** to continue for the **period of insurance**.

### 7 Cancellation (outside the Reflection Period)

**We** can cancel this policy by sending **you** seven (7) days notice in writing to **you** at **your** last known address. If **you** cancel the policy outside the first 14 days **you** will be entitled to a refund of the premium paid, subject to a deduction for the time **you** have been covered, plus an administration fee of £15 to cover the **administrator's** costs. As long as **you** have not claimed during the current **period**

**of insurance** the amount of refund will be calculated on a proportionate basis for the time for which **you** have been covered based on the annual premium plus the additional charge of £15 for administration (subject to Insurance Premium Tax, where applicable). Where an event has occurred which has resulted in a claim, the full annual premium may be payable to **us**.

If the policy is cancelled after 14 days, any optional add-ons (landlord income protection) will automatically be cancelled.

If the amount due when **you** cancel the policy is more than the amount **you** have paid **you** may be asked to pay the difference.

## 8 Fraud

If **you** or anyone acting on **your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, **you** will forfeit all rights under the Policy and all cover will cease.

In such circumstances, **we** retain the right to keep the premium paid.

## 9 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.

## 10 Automatic reinstatement

If **you** make a claim under the Buildings or Contents sections, **we** will not automatically reduce the sums insured by this policy, as long as:

- a) the amounts to be reinstated during any one period of insurance are not more than the amount of the sum insured;
- b) **you** take any reasonable measures **we** suggest to prevent further damage; and
- c) **you** pay the appropriate extra premium.

This Condition does not apply to the Landlord Legal Expenses cover Buildings Section, event 19, Contents Section, event 20 or the optional Rental Income Protection insurance.

## 11 Rights of Parties

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

## 12 Automatic renewal

If **you** pay **your** premium by instalments, when **your** policy is due for renewal the **admininistrator** will renew it for **you** automatically. This saves you the worry of remembering to contact the **admininistrator** prior to the renewal date. The **admininistrator** will write to **you** before the policy expires with full details of **your** next year's premium and policy conditions.

If **you** do not want to renew this policy please let **us** know. Should **we** decide that **we** will not renew your policy the **admininistrator** will notify **you** in writing prior to the renewal date.

## 13 Changing your details

**You** must tell the **admininistrator** immediately about any changes that may affect **your** policy cover. Here are some of the changes you should tell the **admininistrator** about:

- Changes in the use of the insured address
- Changes in the occupancy of the insured address
- **You** being convicted of a criminal offence (other than motoring offences)
- Adding items to, or taking items off your insurance
- Alterations affecting the construction of the insured address.
- If you have included the optional Landlord Income Protection cover, changes in the monthly **rent**.

This is not a complete list and **you** should contact **your** insurance intermediary or the **admininistrator** if **you** are unsure whether a change of circumstances may affect **your** Policy.

When you tell the **admininistrator** of a change of details **we** will reassess the premium and terms of **your** Policy. **You** will be informed of any revised premium or terms and asked to agree before any change is made. To reduce costs the **admininistrator** will not make small refunds or charge small additional premiums for the period from the date of the change to the renewal date of **your** policy. In some circumstances the **admininistrator** 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 the provisions of General Condition 7.

## 14 Law Applying to the Contract

Unless **we** agree otherwise:

- a) the language of the Policy and all communications relating to it will be English; and
- b) English law will apply to this contract of insurance.

# Claims Conditions

## Claims Conditions – Landlord Legal Expenses and Landlord Income Protection

The following conditions apply to **Event 19, Buildings Insurance**; **Event 20, Contents Insurance** and if this cover applies to **you**, the optional Landlord Income Protection insurance.

The **insurer** will not pay **your legal costs and expenses** or Landlord Income Protection claims, unless the **event** resulting in a claim occurs during the period of insurance and **you** agree to comply with the following:

- a) To notify the **administrator** as soon as possible after you become **you** become aware of and no later than thirty (30) days of an **event** that may result in a claim.
- b) To complete a claim form and supply the following documents and any other documentation that **FirstAssist** or the **administrator** may request from **you** at a later date:
  - A copy of the **Tenancy Agreement** and any **guarantors'** covenants;
  - A copy of the rent schedule detailing the **rent** due and the dates that any rental payments were received;
  - A copy of the references and any supporting documentation such as proof of residency **you** obtained for the **tenant(s)** and **guarantors** (if any) before the start of the **Tenancy Agreement**;
  - Copies of any correspondence with the **tenant(s)** in connection with rental arrears; and
  - If **your** claim relates to an **event** which arises within the first thirty (30) days of the cover start date, where there is an existing **tenancy** in place, a copy of your previous insurance certificate or **schedule**.
- c) To contact or make arrangements for **your managing agent** to contact the **tenant(s)** if they have not paid **you** or **your managing agent** the monthly **rent** due within seven (7) days of the **rent** due date to establish the reason why.
- d) To contact or make arrangements for **your managing agent** to contact the **tenant(s)** again if the **rent** due still remains unpaid fourteen (14) days after the **rent** due date and to notify the **administrator** of the situation.
- e) To notify the **administrator** immediately if **you** or **your managing agent** receive payment or part payment of **rent** due from the **tenant** or the **guarantor** at any time after **you** have notified the **administrator**.
- f) To agree for **FirstAssist** or the **administrator** to instruct and pay for a **Legal Representative** to take the necessary action to gain vacant possession of **your** property.
- g) To prepare or arrange for **your managing agent** or an inventory clerk to prepare as soon as vacant possession of **your** property is obtained:
  - a detailed inventory of the **contents** and condition of **your property**;
  - a schedule of any damage, if applicable; and
  - attempt to agree the basis for return of the **tenancy deposit** with the **tenant(s)** or in liaison with the **administrator** of the **Tenancy Deposit Scheme**, if used.
- h) To accept that any decision over the allocation of the **tenancy deposit** made by the administrator of the **Tenancy Deposit Scheme** (if applicable), or in the **event** of a dispute, the appointed adjudicator, will be final and binding.
- i) To accept that if the **tenancy deposit** is not held under a **Tenancy Deposit Scheme** arrangement and **you** are using a **managing agent**, that any decision made by **your managing agent** over the allocation of the **tenancy deposit** will be final and binding.
- j) To provide the **administrator** with written details of the allocation of the **tenancy deposit** and agree that if any balance of the **tenancy deposit** is remaining and the **insurer** has incurred costs, that following the **administrators** agreement with the **tenant(s)**, it will be forwarded to the **administrator** to reduce the **insurers** outlay.
- k) To accept that the **insurer** has the right, at its discretion, and at any time to pursue the recovery of any **legal costs and expenses** it has paid by taking legal action against the **tenant(s)** or their **guarantor(s)** in **your** name and agree to assist the **insurer** if required.
- l) To agree to attend or for **your managing agent** to attend any court hearing at **your** own expense after vacant possession of **your property** has been obtained to seek money judgment orders, if required.
- m) To accept that if the **insurer** or the **administrator** make a recovery from the **tenant(s)** or their **guarantor(s)** after taking legal action against them that any payment that is received will be used to reduce the **insurer's** liability after which, if any balance remains, it will be paid to **you**.

# Customer Service

## What to do if you are not satisfied

**Our** aim is to get it right, first time, every time. If **we** make a mistake **we** will try to put it right promptly. **We** will always confirm to **you** the receipt of **your** complaint within five (5) working days and do **our** best to resolve the problem within four (4) weeks. If **we** cannot, **we** will let **you** know when an answer may be expected.

If **we** have not sorted out the situation within eight (8) weeks **we** will provide **you** with information about the Financial Ombudsman Service\*.

Should **you** wish to make a complaint, then it should be directed to:

Home and Legacy Insurance Services Limited  
500, Avebury Boulevard,  
Lower Ground Floor,  
Milton Keynes,  
Buckinghamshire,  
MK9 2LA

Phone: **0844 893 8360**

Fax: **0844 893 8386**

Email: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk)

If the complaint is about the service you have received from Home and Legacy Insurance Services Limited **we** will tell you who is dealing with **your** complaint. This individual will have been fully trained to deal with the matter in an objective manner.

If **we** find that **your** complaint relates to the service provided by one of **our** intermediaries **we** will pass the details on to them and will monitor the progress of their investigations.

Complaints which the **insurer(s)** are required to resolve will be passed on by **us** to them. **We** will notify **you** where **we** do this, and monitor the progress of their investigations.

Using the complaints procedure above or referral to the Financial Ombudsman Service does not affect **your** legal rights.

\*The Financial Ombudsman Service offers a free, independent service for resolving disputes about most financial matters.

In some circumstances a complaint may not be eligible for referral to the Financial Ombudsman Service. In such cases **you** will receive guidance from staff at the Ombudsman about **your** options, or **you** may wish to seek **your** own professional or legal advice.

The Financial Ombudsman Service can be contacted at:  
The Financial Ombudsman Service, South Quay Plaza,  
183 Marsh Wall, London E14 9SR

Telephone: **0800 0 234 567** free for people phoning from a “fixed line” (for example, a landline at home) or **0300 123 9 123** free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**This policy wording can be made available in large print, audio or Braille.**

**Please contact Home & Legacy on 0844 893 8360 who will be pleased to organise an alternative for you.**



