

contact For further information please contact your intermediary or call us on **0844 893 8360**. Visit our website at www.homeandlegacy.co.uk

LANDLORD HOUSEHOLD INSURANCE 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 or by contacting the FSA on 0845 606 1234. Please note that telephone calls may be recorded and/or monitored.

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Useful numbers

Home & Legacy Insurance Services Ltd T 0844 893 8360
Claims for Buildings and/or Contents T 0844 893 8360
Emergency Helpline T 0845 0731 114

Contents

Introduction	3
How your cover works	4
Changes to your circumstances	
How to make a claim	
Reflection Period/ Cancellation	
Financial Services Compensation Scheme	
What to do if you are not satisfied	
Risk Management	6
Guide for Landlords	
24-hour Emergency Service and Legal Helplines	8
Buildings Section	9
The meaning of words	
What is covered / What is not covered	
How we settle claims under the Building Section	
Contents Section	18
The meaning of words	
What is covered / What is not covered	
How we settle claims under the Contents Section	
General Exclusions	27
General Conditions	28

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 and/or monitored

Introduction

Landlord Household 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 or by contacting the FSA on 0845 606 1234.

The Landlord Household Insurance is underwritten by Allianz Insurance Plc

Your Landlord Household 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 **us**.



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 throughout the whole of the policy wording. Refer to the definitions on page 9 Buildings and page 18 Contents for the meaning of the words or phrases.

We will settle any claims **you** make 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 **us**.

Please refer to General Condition 11 on page 29 of this policy.

If **your** circumstances change and **you** do not tell **us**, **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.

Follow the General Conditions on page 28 of your policy.

- Please ring **0844 893 8360** at your first opportunity to notify **your** claim.
- **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. Please note that any permanent repairs made by **our** approved suppliers are guaranteed.
- 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.

Cancellation

Cancelling your policy within the first 14 days

You may cancel this Policy within fourteen (14) days of the date **you** receive it. **You** can do this by contacting **us** at the address shown at the back of this policy or by contacting the intermediary through whom **you** arranged this insurance. If **you** chose to do this, **you** are entitled to a refund of the premium **you** have paid for this insurance.

We will only charge a pro-rata premium plus £15 to cover our operational costs which is subject to minimum amount payable of £25 plus Insurance Premium Tax at the prevailing rate, except

where an incident has occurred which may give rise to a total loss claim, in which case the full annual premium may be payable to **us**.

If **you** choose to cancel this policy any additional optional benefits that **you** have selected will also be cancelled.

Cancelling your policy after the first 14 days

We can cancel this policy by giving **you** seven days' notice in writing.

You may cancel this policy by giving **us** notice in writing. If **you** cancel the policy outside the reflection period **we** will provide a pro-rata refund based on the annual premium payable less a £15 administration charge, as long as **you** have not claimed during the current period of insurance.

Where an incident has occurred which may give rise to a claim the full annual premium may be payable to **us**. If the amount due when **you** cancel the policy is more than the amount **you** have paid, **you** must pay **us** the difference.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

Law applicable

Under European law **you** are free to choose the law applicable to this policy. **Your** policy will be governed by the law of England and Wales unless **you** and the **insurer** have agreed otherwise.

Telephone Recording

For **our** joint protection, calls may be recorded and/or monitored.

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.

Phone: **0207 892 7300** /Email: enquiries@fscs.org.uk

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 one of the following:

1. For complaints about any aspect of the Home and Legacy Insurance Services Limited service to:

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

Phone: **0844 893 8360**

if your are calling from abroad - Phone: 0203 118 7777

Fax: **0844 893 8386**

Email: info@homeandlegacy.co.uk

2. For complaints about the **Buildings** and **Contents** insurance to

Allianz Insurance plc.
57 Ladymead,
Guildford,

Surrey, GU1 1DB

Phone: 01454 611785

Fax: 01483 529717

Email: personallines.complaints@allianz.co.uk

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 Financial Ombudsman Service 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: **0845 080 1800**

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

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 twenty four (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 to mark **your** postcode and house number (or a proprietary product such as SmartWater Forensic Technology a colourless liquid that holds a unique forensic code specific to **your property** that can only be read under ultraviolet light).

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 **your** 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**

Landlords are required to ensure that all gas appliances in the **property** are maintained in safe order. Landlords 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 the safety check being carried out or before the **tenant(s)** 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 tenant(s) 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

- **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 tenants.

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 in England and Wales 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**

Before accepting a prospective **tenant** or guarantor suitable satisfactory references should always be obtained. 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

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.

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**.

If your insurance includes the Buildings Insurance Section, the service is available 24 hours a day, 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 throughout 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.

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

- Domestic outbuildings
- Garages that form part of **your property**
- 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 the 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.

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

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** 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**.

Your property – 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**.

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

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).

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** and to you to receive **rent** for letting **your property** 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** 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 the **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 occupies **your property** and/or the companies or firms named in the **Tenancy Agreement** and any person(s) who occupy **your property** with their knowledge and consent including family members ordinarily residing with them and any person who is at **your property** 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 thirty (30) consecutive days.

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

We, Our, Us – 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. Our 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.

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**.

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 landslide.

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.

Loss of oil.

Damage caused to the installation.

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

15 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
 - iii) Reasonable expenses **you** have to pay for suitable accommodation for **your** domestic pets.

What is not covered

Any amount over £5,000.

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

What is covered

16a Liability because **you** are owner of the **property**

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:
 - i) **injury** to any person, including the **tenant(s)** who occupy **your property**
 - 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.

16b 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**
- 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.

What is not covered

Any amount over £2,000,000 under **events 16a** and **16b** 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.

Liability for loss of or damage to any property belonging to **you** or in **your** charge or control.

Liability for injuring an employee arising as a result of **you** employing them under a contract of service or apprenticeship.

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** 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**, insured under this policy), trade or profession.

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.

What is covered

Additional Optional Benefit 1

(Your schedule will show cover as Accidental Damage If this event is insured by your policy).

17 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 11** also apply to **event 17**

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

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.

Accidental Damage by Tenants

(If your cover has been extended to indicate this optional additional insurance)

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.

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.

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, 14 and 17**.

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.

Buildings – The structure of **your property**, 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**
- 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 the **property** 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 – Household goods furniture and furnishings which you own or are responsible for at **your property** and have provided for the **tenant(s')** use or enjoyment 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**
- Contents in common areas include portable contents in common areas and open grounds of the **property** used in connection with the **buildings**
- Television, satellite and radio receiving aerials, aerial fittings and masts and CCTV equipment fixed to **your property**
- Gas, electric and water meters
- Telephones.

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.

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

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

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

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** 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 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, 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 occupies **your property** and/or the companies or firms named in the **Tenancy Agreement** and any person(s) who occupy **your property** with their knowledge and consent including family members ordinarily residing with them and any person who is at **your property** 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 thirty (30) consecutive days.

Your property – 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.

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

We, Our, Us – Allianz Insurance plc. Allianz Insurance plc. is registered in England number 84638 at 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom and is authorised and regulated by the Financial Services Authority, registration number is 121849. Our 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.

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 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.

What is not covered

Loss or damage caused after **your property** has 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 ten (10) 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.

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

Any amount over £500

What is covered

12 Alternative Accommodation and Loss of Rent.

If your **Contents** at the **property** 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
- 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.

What is not covered

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

13 Liability because **you** are owner of **your property**.

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**
 - ii) loss of or material damage to property, including property which belongs to **your tenant**.

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 **event 13** 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** insured under this policy.
- 6) Liability if **you** are injured.
- 7) Liability for fines, penalties or liquidated damages or aggravated, punitive or exemplary damages or any damages resulting from multiplying the compensatory damages.
- 8) Liability for loss of or damage to any property belonging to **you** or in your charge or control.
- 9) Liability for injuring an employee arising as a result of **you** employing them under a contract of service or apprenticeship.
- 10) 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
 - 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** that is insured under this policy.

What is covered

Additional Optional Benefit 1

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

14 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 14

Any amount in excess of £750 for accidental breakage of mirrors, fixed glass in furniture and ceramic hobs.

Damage to **contents** not within **your property**.

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

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.

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 and 14**.

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.

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 **we** ask.

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** is 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 **us** as soon as possible about the event and give **us** any information **we** may need.
- 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** 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 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.

7 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.

8 Automatic reinstatement

If **you** make a claim, **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.

9 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.

10 Automatic renewal

If **you** pay **your** premium by instalments, when **your** policy is due for renewal **we** will renew it for **you** automatically. This saves **you** the worry of remembering to contact **us** prior to the renewal date. **We** 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 **we** will notify **you** in writing prior to the renewal date.

11 Changing your details

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

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

When **you** tell **us** 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 **we** 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 **we** may not be able to continue **your** policy following the changes. Where this happens **you** will be told and the policy will be cancelled in line with the provisions of Cancellation Condition on Page 4.

