

# POLICY TERMS & CONDITIONS



## RESIDENTIAL LANDLORD BUILDINGS & CONTENTS INSURANCE

# Discount Insurance

## Introduction

Thank **you** for choosing **Discount Insurance**. This is **your** Let **Property** Insurance **policy** wording, setting out **your** insurance protection in detail.

**Your** premium has been based upon the information shown in the insurance **certificate** and recorded in **your** statement of fact.

**This insurance offers a comprehensive cover, as well as extended options, please refer to your insurance certificate and statement of fact for your cover level.** If **you** have any questions, please contact **us** on 020 8847 8000.

This **property** insurance has been arranged by Home and Travel Limited, trading as **Discount Insurance**, through RGA Underwriting Limited and is underwritten by a consortium of specialist insurers. The lead insurers are Royal & Sun Alliance Insurance plc, No. 93792. Registered in England and Wales at St Marks Court, Chart Way, Horsham, West Sussex, RH12 1XL. Also underwritten by Allianz Insurance plc, No. 84638. Registered in England at 57 Ladymead, Guildford, Surrey, GU1 1DB and Groupama Insurance Company Limited No. 995253. Registered in England at 6th Floor, One Amercia Square, 17 Crosswall, London, EC3N 2LB

Home and Travel Limited, Royal & Sun Alliance Insurance plc, Allianz Insurance plc and Groupama Insurance Company Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fas.gov.uk/register](http://www.fas.gov.uk/register) or by contacting them on 0845 606 1234

**We** adhere to the Codes of Practice of the Association of British Insurers (ABI) and the Financial Ombudsman Service and **we** are covered by the Financial Services Compensation Scheme (FSCS). Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk). **Your** personal details and information provided are also covered by the Data Protection Act.

# Let Property Insurance Policy

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## Your Policy

The **company**, in consideration of the payment of the premium, shall provide insurance against loss, destruction, **damage** or liability occurring at any time during the period of insurance (or any subsequent period for which the **company** accepts a renewal premium), in accordance with the sections of the **policy** shown as operative in the insurance **certificate**, subject to the exclusions, provisions and conditions of the **policy**.

The **policy** and the **certificate** shall be read together as one contract and the **proposal** form/statement of fact made by the Insured shall be the basis of the contract.

### **Important**

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**We recommend you read this policy together with your certificate to ensure that it meets with your requirements.** Should **you** have any queries please contact **us** or **your** insurance adviser immediately.

Please refer to **your** insurance **certificate** and statement of fact, which form the basis of the insurance contract, for **your** level of cover. **You** are advised to go through the wording carefully and contact **us**, if **you** have any questions.

**Your** attention is drawn to the Complaints procedure (Making Yourself Heard) on page 34.

### **The Law applicable to this policy**

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Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live, or, if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

**We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

## Important Helplines

Customer Services	020 8847 8000
Claims	020 8847 8007

Please have **your policy** number or personal details ready.

Please note that due to the Data Protection Act, **we** cannot issue details of this **policy** to third parties, unless **we** have received specific written confirmation from the Insured, confirming that **we** can liaise with the said party regarding the insurance.

In order to maintain quality service, telephone calls may be monitored or recorded.

## Definitions

Wherever the following words and phrases appear in the policy, they will always have these meanings:

### Accidental Damage

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A sudden, unexpected, unusual, specific, violent, external event which occurs at a single identifiable time and place and independent of all other causes.

### Business

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Owners of and/or the organisation and management of the **property**.

### Company/Our/Us/We

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Royal & Sun Alliance Insurance plc (Lead Insurer), Allianz Insurance plc and Groupama Insurance Company Limited as insurers and **Discount Insurance** as arrangers of **your policy**.

### Contents

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Furniture, carpets, curtains, blinds and all other **property** belonging to **you** or for which **you** are legally responsible for, as detailed in section 2.

### Contents of Communal Parts

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Furniture and all other **property** belonging to **you** or for which **you** are legally responsible; in or on the stairs, halls and other communal parts of the **property**, as detailed in section 2A.

### Damage

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Material loss, destruction or damage.

### Discount Insurance

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**Discount Insurance** a trading style of Home and Travel Limited, an independent insurance intermediary arranging this insurance.

### Endorsements

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Any variation or addition to the standard **policy** terms.

### Excess

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The amount for which **you** are responsible and which will be deducted from any payment under this **policy** after the application of all other terms and conditions of the **policy**.

### Flat

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A self contained unit of residential accommodation forming part of a block of **flats**.

### Injury

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Bodily **injury**, death, disease, illness or nervous shock.

### Money

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Cash, bank or currency notes, cheques, personal bank cash guarantee, credit cards, postal orders postage stamps, (which are not part of a collection), trading stamps, premium bonds, national savings stamps or certificates, luncheon vouchers, record books or similar tokens.

### Non-standard Construction

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Constructed of materials other than those detailed in the definition **standard construction**.

### Policy

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The insurance **policy** and **certificate** and any **endorsements** attached or issued.

## **Private Dwelling**

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An independent part of the **property** that is used as a home or residence and is maintained as a single household.

## **Property**

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The building(s) shown in the **certificate** including domestic outbuildings, greenhouses, landlords fixtures and fittings, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths, and drives; all on the same premises and in addition, any private garages owned and used in connection with the **property**.

Unless shown differently in the **certificate**, the **property** is covered as **standard construction**.

## **Proposal**

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The **proposal** form/statement of fact **you** have completed and any other information given to **us** by **you** or on **your** behalf. This is the basis of the contract between **you** and **us**.

## **Resident**

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The owner(s), lessee(s), tenant(s) or permitted occupier.

## **Standard Construction**

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Built of brick, stone or concrete and roofed with slate, tile, or concrete.

## **Sum Insured**

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The amount of cover which represents:

- In respect of section 1 – the full cost of rebuilding the **property** in the same form/style and condition, as new, plus a reasonable amount for architects, surveyors and legal fees, debris removal costs and other costs to comply with government or local authority requirements. It should be noted that the rebuilding cost may be different from the market value;
- In respect of section 2 – the full cost of replacement as new of the **contents**, including **contents of communal parts**.

## **Territorial Limits**

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Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

## **Unoccupied**

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The part or whole of the **property** not lived in by person authorised by **you**.

## **You/Your**

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The person(s) as specified in the **certificate**.

# Section 1 – Buildings

## 1 What is Insured?

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The **property** is insured against **damage** by the following perils; if more than one **property** is insured by the **policy**, any exclusion or limitation applies separately to each **property**.

## 2 Perils Insured

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- a) Fire, smoke, explosion, lightning or earthquake.
- b) Theft or attempted theft; consequent upon violent and forcible entry but not:
- For loss or **damage** by **you**, any member of **your** family, any employee, **resident(s)** or any person legally on the premises or with the deception of any of these persons;
  - For loss or **damage** whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation;
  - First £1,000 of any claim where the **property** is left **unoccupied** for 30 days or more;
  - For loss or **damage** whilst the **property** is left **unoccupied** for more than 14 consecutive days unless:
    - i) The premises are inspected at least once during each 14 days by **you** or **your** appointed representative;
    - ii) The water, gas and electricity supplies are turned off at the mains and the water system drained, except where required to be maintained for central heating;
    - iii) If an operational central heating system is in place, it must be set for a minimum continual temperature of 13°C;
    - iv) Door, door locks and windows identified as being suitable for external use must be fitted and used at all times;
    - v) All refuse and waste materials are removed from the interior of the premises and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**;
    - vi) The **resident** is away from the **property** due to annual leave. Period of annual leave should not exceed 30 consecutive days.
- c) Riot, civil commotion, labour and political disturbances and strikes but not:
- For loss or **damage** whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation;
  - For loss or **damage** whilst the **property** is left **unoccupied** for more than 14 consecutive days unless:
    - i) The premises are inspected at least once during each 14 days by **you** or **your** appointed representative;
    - ii) The water, gas and electricity supplies are turned off at the mains and the water system drained, except where required to be maintained for central heating;
    - iii) If an operational central heating system is in place, it must be set for a minimum continual temperature of 13°C;
    - iv) Door, door locks and windows identified as being suitable for external use must be fitted and used at all times;
    - v) All refuse and waste materials are removed from the interior of the premises and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**;
    - vi) The **resident** is away from the **property** due to annual leave. Period of annual leave should not exceed 30 consecutive days.

- d) Malicious **damage** and vandalism; consequent upon violent and forcible entry but not:
- For loss or **damage** by **you**, any member of **your** family, any employee, or any loss or **damage** caused intentionally by the **resident** residing in the building or other people lawfully on the premises or with the deception of any of these persons;
  - For any loss or **damage** caused as a result of the **property** being used for illegal activities;
  - For loss or **damage** whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation;
  - For loss or **damage** whilst the **property** is left **unoccupied** for more than 14 consecutive days, unless:
    - i) The premises are inspected at least once during each 14 days by **you** or **your** appointed representative;
    - ii) The water, gas and electricity supplies are turned off at the mains and the water system drained; except where required to be maintained for central heating;
    - iii) If an operational central heating system is in place, it must be set for a minimum continual temperature of 13°C;
    - iv) Door, door locks and windows identified as being suitable for external use must be fitted and used at all times;
    - v) All refuse and waste materials are removed from the interior of the premises and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**;
    - vi) The **resident** is away from the **property** due to annual leave. Period of annual leave should not exceed 30 consecutive days.
- e) Impact by:
- Aircraft or other aerial devices or anything dropped from them;
  - Vehicles;
  - Trains;
  - Animals but not:
    - i) **Damage** by domestic pets.
  - Falling trees, telegraph poles or lamp-posts but not:
    - i) For loss or **damage** caused by trees being cut down or cut back within the premises.
  - Falling aerials or masts;
  - Falling television satellite dishes.
- f) Storm or flood but not:
- **Damage** by frost;
  - For loss or **damage** to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths, and drives;
  - For loss or **damage** caused by subsidence, heave or landslip other than as covered under peril g) subsidence.

- g) Subsidence or heave of any part of the site on which the **property** stands or landslip but not:
- The first £1000 of each and every claim unless shown differently in the **certificate**;
  - For loss or **damage** to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives unless the main **property** is **damaged** at the same time by the same cause;
  - **Damage** caused by structures bedding down or settlement of newly made up ground;
  - **Damage** caused by:
    - i) Coastal or river erosion;
    - ii) Defective design or workmanship or the use of defective materials.
  - **Damage** to solid floor slabs or **damage** resulting from their movement unless the foundations beneath the outside walls of the main building of the **property** are **damaged** at the same time by the same cause;
  - For loss or **damage** for which compensation has been provided, or would have been but for the existence of this insurance under any contract or legislation or guarantee;
  - **Damage** resulting from:
    - i) Demolition, construction, structural alteration or repair of any **property**;
    - or
    - ii) Ground works or excavation;
 at the **property**.
- h) The escape of water from/or the freezing of any fixed domestic water or heating installation but not:
- The first £250 of each and every claim unless shown differently in the **certificate**;
  - Wet or dry rot, rust, corrosion or other wear, tear and deterioration;
  - For loss or **damage** caused by gradual emission;
  - For loss or **damage** caused by faulty workmanship;
  - For loss or **damage** caused by subsidence, heave or landslip other than as covered under peril g) subsidence;
  - For loss or **damage** to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives;
  - For loss or **damage** whilst the **property** is not suitable for normal habitation;
  - For loss or **damage** whilst the **property** is left **unoccupied** for 30 days or more;
  - For loss or **damage** to apparatus from which water has escaped other than frost **damage**;
  - For loss or **damage** whilst the **property** is left **unoccupied** for more than 14 consecutive days, unless:
    - i) The premises are inspected at least once during each 14 days by **you** or **your** appointed representative;
    - ii) The water, gas and electricity supplies are turned off at the mains and the water system drained; except where required to be maintained for central heating;
    - iii) If an operational central heating system is in place, it must be set for a minimum continual temperature of 13°C;
    - iv) Door, door locks and windows identified as being suitable for external use must be fitted and used at all times;
    - v) All refuse and waste materials are removed from the interior of the premises and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**;
    - vi) The **resident** is away from the **property** due to annual leave. Period of annual leave should not exceed 30 consecutive days.

- i) Loss or **damage** caused by the escape of oil from a fixed oil-fired heating installation including smoke and smudge **damage** by vaporisation due to a defective oil-fired heating installation, but not:
- Rust, corrosion or other wear, tear and deterioration;
  - For loss or **damage** caused by gradual emission;
  - For loss or **damage** caused by faulty workmanship;
  - For loss or **damage** whilst the **property** is left **unoccupied** for 30 days or more;
  - For loss or **damage** caused by subsidence, heave or landslip other than as covered under peril g) subsidence;
  - For loss or **damage** to domestic fixed fuel-oil tanks in the open;
  - For loss or **damage** whilst the **property** is not suitable for normal habitation;
  - For loss or **damage** to apparatus from which oil has escaped;
  - For loss or **damage** whilst the **property** is left **unoccupied** for more than 14 consecutive days, unless:
    - i) The premises are inspected at least once during each 14 days by **you** or **your** appointed representative;
    - ii) The water, gas and electricity supplies are turned off at the mains and the water system drained; except where required to be maintained for central heating;
    - iii) If an operational central heating system is in place, it must be set for a minimum continual temperature of 13°C;
    - iv) Door, door locks and windows identified as being suitable for external use must be fitted and used at all times;
    - v) All refuse and waste materials are removed from the interior of the premises and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**;
    - vi) The **resident** is away from the **property** due to annual leave. Period of annual leave should not exceed 30 consecutive days.
- j) Any other **accidental** loss or **damage** but not:
- Maintenance and normal redecoration costs;
  - **Damage** caused while the **property** is **unoccupied**;
  - **Damage** which is specifically excluded elsewhere in section 1;
  - **Damage** caused by: wear and tear, settlement, shrinkage, depreciation, wet or dry rot, fungus, damp, beetles, moths, insects, vermin, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause;
  - Faulty materials, design or workmanship;
  - Chewing, scratching, tearing or fouling by domestic pets;
  - Building renovations, alterations, extensions or repairs;
  - For any loss or **damage** caused as a result of the **property** being used for illegal activities;
  - **Damage** by mechanical, electronic fault or breakdown.

### 3 Extensions

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The **policy** will pay for:

a) Additional Expenses.

The necessary expenses **you** incur for rebuilding or repairing the **property** as a result of **damage** insured by this **policy** namely:

- Architects surveyors and legal fees;
- The costs of clearing debris from the site or demolishing or shoring up the **property**;
- Other costs to comply with government or local authority requirements but not:
  - i) Any expenses incurred in the preparation of a claim or an estimate of loss;
  - ii) Any expenses incurred when notice of Government or Local Authority requirements have been served prior to the time of loss.

b) Pipes Cables and Drains.

The cost of repairing **accidental damage** to cables and **accidental** breakage of underground pipes and drains (and their inspection covers) serving the **property** but not:

- **Damage** which **you** are not legally responsible to repair;
- **Damage** caused by rust, corrosion or other wear and tear;
- **Damage** caused whilst clearing or attempting to clear a blockage;
- **Damage** due to a fault or limit of design, manufacture, construction or installation;
- **Damage** by gradual deterioration which has caused an installation to reach the end of its serviceable life.

c) Trace and Access.

The reasonable costs necessarily incurred by **you** in locating the source and subsequent making good of **damage** covered under section 1 subsections 2 h) and 3 b) but not:

- Any amount in excess of £25,000 in any one period of insurance;
- Any amount in excess of £2,500 in respect of any one claim.

d) Breakage of Glass Ceramic Hobs and Sanitary Fixtures.

**Accidental** breakage in the **property** of solar glass heating panels, fixed glass and sanitary fixtures but not:

- The replacement cost of any part of the item other than the broken glass;
- **Damage** which is not **accidental** and unforeseen;
- For loss or **damage** whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation;
- For loss or **damage** whilst the **property** is left **unoccupied** for more than 14 consecutive days, unless:
  - i) The premises are inspected at least once during each 14 days by **you** or **your** appointed representative;
  - ii) The water, gas and electricity supplies are turned off at the mains and the water system drained; except where required to be maintained for central heating;
  - iii) If an operational central heating system is in place, it must be set for a minimum continual temperature of 13°C;
  - iv) Door, door locks and windows identified as being suitable for external use must be fitted and used at all times;
  - v) All refuse and waste materials are removed from the interior of the premises and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**;
  - vi) The **resident** is away from the **property** due to annual leave. Period of annual leave should not exceed 30 consecutive days.

- e) Loss of Rent or Alternative Accommodation Expenses.
- Rent (including ground rent and management charges) **you** should pay or should have received but have lost;
  - The costs of reasonable alternative accommodation and temporary storage of furniture;
  - The cost of reasonable accommodation in kennels or catteries for dogs and cats while:
    - i) **Your property** is unfit to live in;or
    - ii) Access to the **property** is denied;

as a result of **damage** insured by this **policy** but not:

- Any amount in excess of 30% of the **sum insured**.

NB: Each individual payment due for a **property** may be adjusted according to the percentage contribution made by each **property** towards the total management charges and/or ground rent of a block of **flats** or housing development.

- f) **Damage** to Landscaped Gardens.

**Damage** done to landscaped gardens by the Emergency Services in attending the **property** due to **damage** insured by this **policy** but not:

- Any amount in excess of £5,000 in any one period of insurance.

- g) Theft of Keys/Lock Replacement.

The reasonable costs necessarily incurred in replacing external door locks at the **property** (including external door locks for individual **flats**) following loss of keys by:

- Theft from the block of **flats**, individual **property** or registered office or from the home;

or

- Theft following hold-up whilst such keys are in the personal custody of **you** or any employee authorised to hold such keys but not:

- i) Any amount in excess of £500 in respect of any one **property**, in any one period of insurance.

- h) Loss of Metered Water.

The unit cost of metered water at the current rate per cubic metre consumed as a direct result of **damage** arising under section 1 subsection 2 h) but not:

- Any amount in excess of £5,000 in respect of any one claim;
- For the loss of any oil or gas.

- i) Emergency Access.

**Damage** to the **property** caused by forced access to deal with a medical emergency or to prevent **damage** to the **property**, including the actions of police but not:

- Where this is a result of unlawful activities at the **property**.

**We** will not pay more than £1,000 for any one incident in any one period of insurance.

## 4 Claims Settlement

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- a) If the **property** is **damaged** by any peril insured then **we** will either:
- Pay for the reasonable cost of rebuilding or repairing the **damaged** parts;
- or
- Make a cash settlement; but **we** will not pay more than it would have cost us to repair the **damage** if the repair work had been carried out without delay. No allowance will be made for VAT when a cash settlement is made.

If the **property** has not been kept in a good state of repair at the time of the loss or **damage**, **we** will pay the cost of repairing or replacing the **damaged** parts of the **property** and **we** will, where appropriate, take off an amount for wear and tear.

**The sum insured by each item or section of this policy is declared to be separately subject to average i.e. if such sum shall at the commencement of any damage be less than the reinstatement cost of the property covered by such sum insured, the amount payable by the company in respect of such damage shall be proportionately reduced.**

Where an **excess** applies, this will be taken off the amount of **your** claim.

**We** will not pay for loss of value resulting from repairs or replacement of **damage** to the **property**.

- b) In the event of **damage** to matching set groups and collections, **we** will not pay for the cost of replacing or changing any **undamaged** or unbroken item or parts of items forming part of a set suite or other article of uniform nature, colour or design; where **damage** or breakage occurs within a clearly identifiable area to a specific part and replacements cannot be matched.
- c) The maximum amount payable in any period of insurance in respect of **damage** to the **property** by the perils insured plus additional expenses shall not exceed the **sum insured** shown in the **certificate** as adjusted in accordance with the Inflation Protection and Extensions and Alterations clauses and any amount excluded under the perils insured.

## 5 Maintenance

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**You** shall take all responsible steps to prevent loss, **damage** or **accident** and maintain the **property** in a good state of repair. Please note that this **policy** is not a maintenance contract. It does not cover the cost of maintenance, routine decoration or wear and tear. It is **your** responsibility to ensure the **property** is maintained in good repair.

## 6 Empty /Unoccupied Property

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- a) **We** must be notified as soon as possible, but in any event within 45 days, whenever a **property** becomes empty or **unoccupied**. Failure to comply with any part of this section may invalidate a claim.
- b) **We** will not pay for any claim arising under:

Section 1 subsection 2 perils insured b) (Theft), c) (Riot), d) (Malicious **Damage**), h) (Escape of Water or **Damage** to Water Installations), i) (Escape of Oil or **Damage** to Oil Installations), j) (**Accidental Damage**) and (Glass) of the Extensions; if any **property(s)** is/are left without an occupant for more than 14 consecutive days, unless:

- The premises are inspected at least once during each 14 days by **you** or **your** appointed representative;
- The water, gas and electricity supplies are turned off at the mains and the water system drained; except where required to be maintained for central heating.
- If an operational central heating system is in place, it must be set for a minimum continual temperature of 13°C;
- Door, door locks and windows identified as being suitable for external use must be fitted and used at all times;
- All refuse and waste materials are removed from the interior of the premises and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**;
- The **resident** is away from the **property** due to annual leave. Period of annual leave should not exceed 30 consecutive days.

## 7 Special Clauses

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a) Extensions and Alterations.

If during the period of insurance, the value of the **property** is increased because **you** have built an extension or have carried out other alterations, **we** will automatically cover the value of these extensions and alterations provided they do not exceed 10% of the **sum insured** by this section. **We** will not charge the extra premium during the period of insurance, but **you** must advise **your** broker or agent of the value of the extensions or alterations, prior to the renewal date of the **policy**.

It is **your** responsibility to ensure **your property** is adequately insured for the full cost of reinstatement at all times.

b) Reinstatement of **Sum Insured**.

In the event of loss, **we** will reinstate the **sum insured** from the date of any loss, unless **we** give written notice to the contrary.

**You** may be required to pay some extra premium.

c) Sale of **Property Insured**.

If **you** have made a contract, **we** will give the buyer the benefit of this **policy** up to the date of completion, provided the **property** is not otherwise insured.

d) Mortgage or Other Interests.

The interest of the owners(s), mortgagee(s), lessor(s) or other interested parties in each individual **property** insured by this **policy** is noted. **You** will be required to tell **us** of these in the event of a claim.

In addition, **we** will protect the interest of the mortgagee(s) or lessor(s) in the event of any act or neglect of the mortgagor(s) or lessee(s) or occupier(s) of any **property** where the risk of **damage** is increased without the authority or knowledge of the mortgagee(s) or lessor(s), provided the mortgagee(s) or lessor(s) shall tell **us** in writing immediately after they become aware thereof, and pay any reasonable extra premium **we** may require.

e) Inflation Protection.

The **sum insured** on the **property** will be adjusted monthly in step with the Household Rebuilding Cost Index prepared by the Association of British Insurers. **We** will not charge extra premium on monthly charges but when **we** invite **you** to renew, **we** will do so for the final **sum insured**, which will be based on the latest index figures available when the renewal invitation is prepared.

In the event of a claim, **we** will continue to adjust the **sum insured** during the period required to rebuild up to a maximum of three years provided that:

- The **sum insured** at the date of loss is sufficient to rebuild the **property**;
- The rebuilding or repair is carried out without delay.

f) Underinsurance.

The **sum insured** by each item or section of this **policy** is declared to be separately subject to average i.e. if such sum shall, at the commencement of any **damage**, be less than the reinstatement cost of the **property** covered by such **sum insured**, the amount payable by the **company** in respect of such **damage** shall be proportionately reduced.

## Section 2 – Contents

### 1 What is insured?

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Household goods including carpets, curtains and blinds and all other personal **property**, as detailed in the landlord's **property** inventory, forming part of the tenancy agreement. This includes radio and television aerials and satellite dishes and their fittings and masts that are fixed to the **property(s)**.

Also covered are the **contents** within domestic outbuildings and garages situated within the premises specified in the **certificate**; all of which are owned by **you** or are **you** are legally responsibility for, but not:

- a) Motor vehicles (other than domestic gardening implements), caravans, trailers or watercraft or accessories in them or attached to them;
- b) Pets and livestock;
- c) Any part of the buildings;
- d) **Property** which is insured by another **policy**;
- e) **Resident's property**;
- f) Landlord's fixtures and fittings which **we** insure under section 1;
- g) Articles of gold silver or other precious metals, jewellery, furs, cameras (including video cameras and camcorders), sports equipment, bicycles, clothing and personal effects;
- h) **Money**, bills of exchange, promissory notes, securities or documents of any kind;
- i) Any one curio, picture or other work of art valued in excess of £1000;
- j) **Contents** being stored at the **property** on behalf of the owner;
- k) Where the loss or **damage** has occurred due to **your** negligence.

### 2 Specific sub-limits

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For each **content** or whilst temporarily removed (and elsewhere as defined herein), insurers' liability shall not exceed during the period of this insurance.

- a) £250 in respect of **property** in the open, but within the premises. This limit shall NOT apply to radio and television aerials and satellite dishes and their fittings and masts that are fixed to the **property(s)**;
- or
- b) £1000 in respect of domestic oil in fixed fuel oil tanks.

### 3 Perils insured

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This insurance covers **contents** for loss or **damage** directly caused by:

- a) Fire, smoke, explosion, lightning or earthquake.
- b) Theft or attempted theft; consequent upon violent and forcible entry but not:
  - For loss or **damage** by **you**, any member of **your** family, any employee, **resident(s)** or any person legally on the premises or with the deception of any of these persons;
  - Any amount in excess of £500 or 3% of the **sum insured** under section 2; whichever is the greater in respect of **contents** within detached domestic outbuildings and garages;
  - First £1,000 of any claim where the **property** is **unoccupied** for 30 days or more;
  - For loss or **damage** whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation;
  - For loss or **damage** whilst the **property** is left **unoccupied** for more than 14 consecutive days, unless:
    - i) The premises are inspected at least once during each 14 days by **you** or **your** appointed representative;
    - ii) The water, gas and electricity supplies are turned off at the mains and the water system drained; except where required to be maintained for central heating;
    - iii) If an operational central heating system is in place, it must be set for a minimum continual temperature of 13°C;
    - iv) Door, door locks and windows identified as being suitable for external use must be fitted and used at all times;
    - v) All refuse and waste materials are removed from the interior of the premises and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**;
    - vi) The **resident** is away from the **property** due to annual leave. Period of annual leave should not exceed 30 consecutive days.
- c) Riot, civil commotion, labour and political disturbances and strikes but not:
  - For loss or **damage** by **you**, any member of **your** family, any employee, **resident(s)** or any person legally on the premises or with the deception of any of these persons;
  - For loss or **damage** whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation;
  - For loss or **damage** whilst the **property** is left **unoccupied** for more than 14 consecutive days, unless:
    - i) The premises are inspected at least once during each 14 days by **you** or **your** appointed representative;
    - ii) The water, gas and electricity supplies are turned off at the mains and the water system drained; except where required to be maintained for central heating;
    - iii) If an operational central heating system is in place, it must be set for a minimum continual temperature of 13°C;
    - iv) Door, door locks and windows identified as being suitable for external use must be fitted and used at all times;
    - v) All refuse and waste materials are removed from the interior of the premises and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**;
    - vi) The **resident** is away from the **property** due to annual leave. Period of annual leave should not exceed 30 consecutive days.

- d) Malicious **damage** and vandalism; consequent upon violent and forcible entry but not:
- For loss or **damage** by **you** any member of **your** family, any employee, or any loss or **damage** caused intentionally by the **resident** residing in the **property** or other people lawfully on the premises or with the deception of any of these persons;
  - For any loss or **damage** caused as a result of the **property** being used for illegal activities;
  - For loss or **damage** whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation;
  - For loss or **damage** whilst the **property** is left **unoccupied** for more than 14 consecutive days, unless:
    - i) The premises are inspected at least once during each 14 days by **you** or **your** appointed representative;
    - ii) The water, gas and electricity supplies are turned off at the mains and the water system drained; except where required to be maintained for central heating;
    - iii) If an operational central heating system is in place, it must be set for a minimum continual temperature of 13°C;
    - iv) Door, door locks and windows identified as being suitable for external use must be fitted and used at all times;
    - v) All refuse and waste materials are removed from the interior of the premises and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**;
    - vi) The **resident** is away from the **property** due to annual leave. Period of annual leave should not exceed 30 consecutive days.
- e) Impact by:
- Aircraft or other aerial devices or anything dropped from them;
  - Vehicles;
  - Trains;
  - Animal but not:
    - i) **Damage** by domestic pets.
  - Falling trees, telegraph poles or lamp-posts but not:
    - i) For loss or **damage** caused by trees being cut down or cut back within the premises.
  - Falling aerials or masts;
  - Falling television satellite dishes.
- f) Storm or flood but not:
- **Property** in the open;
  - **Damage** by frost;
  - For loss or **damage** to domestic fixed fuel-oil tanks in the open;
  - For loss or **damage** caused by subsidence, heave or landslip other than as covered under peril g) subsidence.

- g) Subsidence or heave of any part of the site on which the **property** stands or landslip but not:
- The first £1000 of each and every claim; unless shown differently in the **certificate**;
  - **Damage** to outdoor swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths, and drives; unless the main building of the **property** is **damaged** at the same time by the same cause;
  - **Damage** caused within ten years of construction by:
    - i) The normal settlement or bedding down of new structures;
    - ii) The settlement of made up ground or of materials brought to the site.
  - **Damage** caused by:
    - i) Coastal or river erosion;
    - ii) Defective design or workmanship or the use of defective materials.
  - **Damage** to solid floor slabs or **damage** resulting from their movement unless the foundations beneath the outside walls of the main building of the **property** are **damaged** at the same time by the same cause;
  - For loss or **damage** for which compensation has been provided, or would have been but for the existence of this insurance under any contract or legislation or guarantee;
  - **Damage** resulting from:
    - i) Demolition, construction, structural alteration or repair of any **property**;
    - or
    - ii) Ground works or excavation.
 at the **property**.
- h) The escape of water from/or the freezing of any fixed domestic water or heating installation but not:
- Wet or dry rot, rust, corrosion or other wear, tear and deterioration;
  - For loss or **damage** caused by gradual emission;
  - For loss or **damage** caused by faulty workmanship;
  - For loss or **damage** caused by subsidence, heave or landslip other than as covered under peril g) subsidence;
  - For loss or **damage** to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives;
  - For loss or **damage** whilst the **property** is not suitable for normal habitation;
  - For loss or **damage** whilst the **property** is left **unoccupied** for 30 days or more;
  - For loss or **damage** to apparatus from which water has escaped other than frost **damage**;
  - For loss or **damage** whilst the **property** is left **unoccupied** for more than 14 consecutive days, unless:
    - i) The premises are inspected at least once during each 14 days by **you** or **your** appointed representative;
    - ii) The water, gas and electricity supplies are turned off at the mains and the water system drained; except where required to be maintained for central heating;
    - iii) If an operational central heating system is in place, it must be set for a minimum continual temperature of 13°C;
    - iv) Door, door locks and windows identified as being suitable for external use must be fitted and used at all times;
    - v) All refuse and waste materials are removed from the interior of the premises and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**;
    - vi) The **resident** is away from the **property** due to annual leave. Period of annual leave should not exceed 30 consecutive days.

- i) Loss or **damage** caused by the escape of oil from a fixed oil-fired heating installation including smoke and smudge **damage** by vaporisation due to a defective oil-fired heating installation, but not:
- Rust, corrosion or other wear, tear and deterioration;
  - For loss or **damage** caused by gradual emission;
  - For loss or **damage** caused by faulty workmanship;
  - For loss or **damage** whilst the **property** is left **unoccupied** for 30 days or more;
  - For loss or **damage** caused by subsidence, heave or landslip other than as covered under peril g) subsidence;
  - For loss or **damage** to domestic fixed fuel-oil tanks in the open;
  - For loss or **damage** whilst the **property** is not suitable for normal habitation;
  - For loss or **damage** to apparatus from which oil has escaped;
  - For loss or **damage** whilst the **property** is left **unoccupied** for more than 14 consecutive days, unless:
    - i) The premises are inspected at least once during each 14 days by **you** or **your** appointed representative;
    - ii) The water, gas and electricity supplies are turned off at the mains and the water system drained; except where required to be maintained for central heating;
    - iii) If an operational central heating system is in place, it must be set for a minimum continual temperature of 13°C;
    - iv) Door, door locks and windows identified as being suitable for external use must be fitted and used at all times;
    - v) All refuse and waste materials are removed from the interior of the premises and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**;
    - vi) The **resident** is away from the **property** due to annual leave. Period of annual leave should not exceed 30 consecutive days.

## 4 Extension (Excluding Communal Parts – Section 2A)

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This **policy** will pay for:

- a) **Accidental damage** by external and visible means to audio and audio visual units, including television sets, video recorders and home computers BUT ONLY whilst in the **property** situated within the premises specified in the **certificate**, but not:
- **Damage** to or deterioration directly caused by cleaning, repair, renovation, maintenance or whilst being worked upon;
  - Tapes, discs or computer software;
  - Anything specifically excluded under section 2 **Contents** perils insured subsection 3 a) – i).
- b) **Accidental** breakage of mirrors, glass tops and fixed glass in furniture, ceramic hobs and of fixed glass and sanitary fixtures; forming part of the buildings situated within the **property** specified in the **certificate** which is **your property** or for which **you** are legally responsible and is not otherwise insured, but not:
- Cost of repairing, removing or replacing frames.
- c) The **contents**, if and so far as these are not otherwise insured, whilst TEMPORARILY REMOVED from the premises, for loss or **damage**:
- Directly caused by any of the perils insured under Perils Insured 3 in this section:
    - i) In any occupied **private dwelling**;
    - ii) In any buildings where **you** or any permanent member of **your** household is residing or is employed;
    - iii) In any trade building; if the **contents** are there for the purpose of valuation alteration cleaning or processing;
    - iv) In any furniture depository;
    - v) In any bank or safe deposit.
  - Elsewhere directly caused by the perils of fire, lightning, explosion or earthquake only.
  - Directly caused by fire, lightning, explosion, earthquake, theft or attempted theft only during the process of removal and transit; following PERMANENT change of residence or whilst in transit to and from any bank, safe deposit or furniture depository but not:
    - i) **Contents** outside the United Kingdom;
    - ii) Cash, currency, bank notes, credit cards or negotiable documents away from the premises specified in the **certificate**;
    - iii) Any amount in excess of 20% of the **sum insured** under section 2 in a furniture depository.
- d) Loss of Rent or Alternative Accommodation Expenses.  
Rent (up to 12 months) for which **you** are liable for or alternative accommodation (for up to 12 months) for the permitted occupier(s), if the **property** insured is rendered uninhabitable as the result of loss or **damage** as insured by section 2, but not:
- Any amount in excess of 30% of the **sum insured** on the **contents** of the buildings **damaged** or destroyed.
- e) Fatal **injury** to **you**, **your** spouse or both, occurring at the premises specified in the **certificate**, occasioned by outward and visible violence caused by burglars or by fire; PROVIDED THAT death ensues within 12 months of such **injury**, but not:
- Any amount in excess of £10,000 for each insured person.

## 5 Empty /Unoccupied Properties

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- a) **We** must be notified as soon as possible, but in any event within 45 days, whenever a **property** becomes empty or **unoccupied**. Failure to comply with any part of this section could invalidate a claim.
- b) **We** will not pay for any claim arising under section 2 subsection 3 perils insured b) (Theft), c) (Riot), d) (Malicious **Damage**), h) (Escape of Water or **Damage** to Water Installations), i) Escape of Oil or **Damage** to Oil Installations), and (Glass) of the Extensions; if any **property(s)** is/are left without an occupant for more than 14 consecutive days, unless:
- The premises are inspected at least once during each 14 days by **you** or **your** appointed representative;
  - The water, gas and electricity supplies are turned off at the mains and the water system drained; except where required to be maintained for central heating;
  - If an operational central heating system is in place, it must be set for a minimum continual temperature of 13°C;
  - Door, door locks and windows identified as being suitable for external use must be fitted and used at all times;
  - All refuse and waste materials are removed from the interior of the premises and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**;
  - The **resident** is away from the **property** due to annual leave. Period of annual leave should not exceed 30 consecutive days.

## Section 2A - Contents of Communal Parts

### 1 What is Insured?

---

The **contents of communal parts** are insured against **damage** by the perils insured, but not:

- Landlords fixtures and fittings which **we** insure under section 1;
- Articles of gold, silver or other precious metals, jewellery, furs, clothing and personal effects;
- **Money**, bills of exchange, promissory notes, securities or documents of any kind;
- Any one curio, picture or other work of art valued in excess of £1,000;
- **Property** which is insured by another **policy**;
- **Property** in the open;
- Pets and livestock;
- Motor vehicles, caravans, boats, trailers or accessories in them or attached to them;
- **Property** in individual **flats** or units;
- Where the loss or **damage** has occurred due to **your** negligence.

### 2 Perils Insured

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- a) Fire, smoke, explosion, lightning and earthquake.
- b) Theft or attempted theft, but not:
  - Loss by deception unless entry is gained by deception;
  - **Damage** by **you** or **your** family, **resident(s)** or any **employee**;
  - **Damage** to any portion of the **property** used for **business** or trade purposes other than **your business**.
- c) Riot, civil commotion, labour and political disturbances and strikes.
- d) Malicious **damage** and vandalism; consequent upon violent and forcible entry, but not:
  - For loss or **damage** by **you**, any member of **your** family, any **employee**, **resident(s)** or any person legally on the premises.
- e) Impact by:
  - Aircraft or other aerial devices or anything dropped from them;
  - Vehicles;
  - Trains;
  - Animals but not:
    - i) **Damage** by domestic pets.
  - Falling trees or branches;
  - Falling aerials or masts;
  - Falling television satellite dishes.
- f) Storm or flood.
- g) Subsidence or heave of the site on which the **property** stands or landslip.
- h) Escape of water from or the freezing of fixed domestic water or heating installations.
- i) Escape of oil from any fixed domestic heating installation.

### 3 Extensions

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This **policy** will pay for:

- a) **Accidental** Breakage in the **Communal Parts** of:
  - Fixed glass in furniture but not:
    - i) Glass in pictures and clocks.
  - Fixed glass in mirrors;
  - Glass tops to furniture and glass in shelves.
- b) Landlords Gardening Equipment.  
**Damage** by the perils insured to landlord's gardening equipment whilst in any locked outbuilding at the **property** but not:

- Theft when entry is not gained or exit made by forcible and violent means;
- Any amount in excess of £1,000.

#### **4 Empty /Unoccupied Properties**

---

**We** must be notified as soon as possible, but in any event within 45 days, whenever a **property** becomes empty or **unoccupied**. Failure to comply with any part of this section could invalidate a claim.

#### **5 Inflation Protection Sections 2 and 2A**

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The amount of the **sum insured** in excess of £20,000 will be adjusted monthly in step with the rate of inflation.

**We** will not charge **you** extra premium on monthly changes but when **we** invite **you** to renew, **we** will do so for a **sum insured** based on the latest inflation figure available when the renewal invitation is prepared.

#### **6 Claims Settlement Sections 2 and 2A**

---

If the **contents** are **damaged** by any peril insured, then **we** will pay the full cost of replacing the articles stolen or destroyed as new, provided that the **contents sum insured** when the **contents** are **damaged** is sufficient to replace them as new. **We** can choose to settle **your** claim by replacing, reinstating, repairing or by payment. If **we** are able to replace **property**, payment will be limited to the cost of replacement by **our** preferred supplier.

A deduction for wear and tear will apply for:

a) Household linen;

and

b) **Property** that does not belong to **you**, unless **you** are legally responsible for the cost of replacement, as new, under the terms of an agreement.

What **we** will pay:

The most **we** will pay for loss or **damage** arising out of one incident is the **contents sum insured** shown in the **certificate** of insurance.

**We** will not reduce the **sum(s) insured** by the amount paid under any claim.

Pairs, sets and suites: **we** will not pay for the cost of replacing or changing any **undamaged** items which form part of:

a) A set;

b) A suite;

or

c) Any other item of a uniform nature, design or colour, including carpets; (when **damage** happens to a specific part or within a clearly identifiable area and replacements cannot be matched).

**The sum insured by each item or section of this policy is declared to be separately subject to average i.e. if such sum shall at the commencement of any damage be less than the reinstatement cost of the property covered by such sum insured the amount payable by the company in respect of such damage shall be proportionately reduced.**

#### **7 Reinstatement sections 2 and 2A**

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The **sum insured** under this section shall NOT be reduced following the payment of a claim, provided that **you** agree to carry out insurers' recommendations to prevent further loss or **damage**.

#### **8 Limit of insurance Sections 2 and 2A**

---

The liability of insurers, for any loss or **damage**, shall not exceed the **sum(s) insured** for the **contents** of each **property** separately stated in the **certificate**.

## Section 3 – Public Liability

### 1 Who is Insured?

---

**You** are insured against all sums that **you** shall become legally liable to pay as **damages** and claimants costs and expenses arising out of:

a) **Accidental injury** to any person;

or

b) **Accidental** loss of or **damage** to material **property**;

occurring during the period of insurance and happening in connection with the **business** within the **territorial limits**.

The most **we** will pay for claims for one **accident** or series of **accidents**, from one cause, is the Limit of Indemnity which is £5,000,000 plus other costs incurred with **our** written consent, but not:

a) **Injury** to any employee;

b) **Damage** to **property** which is owned, leased, let, rented, hired or lent or which is the subject of a bailment to **you**;

c) **Injury**, loss or **damage** caused by or in connection with or arising out of the ownership, possession or use by **you** or on **your** behalf of:

- Any vessel or craft (other than hand-propelled boats or pontoons) devised or intended to float on or in or to travel on or through water or air;

- Any mechanically-propelled vehicle or trailer attached thereto, except used within the grounds of the **property**, of any such vehicle not licensed for road use and not constructed for the conveyance of passengers, provided that no other **policy** covers the liability. This exception shall not apply to liability for **accidents** arising beyond the limits of the carriageway or thoroughfare in connection with the bringing of the load to any vehicle for loading thereon or the taking away of the load from any vehicle after unloading there from by any person other than the driver or attendant of the vehicle:

- i) Liability arising from any agreement, unless liability would have attached in the absence of such agreement.

In addition, **we** will also pay for:

a) All other costs and expenses incurred with our written consent;

and

b) The legal costs and expenses incurred with **our** written consent for the defence of prosecutions brought under sections 36 or 37 of the Health and Safety at Work etc Act 1974\* or any alleged offence as detailed in section 33(1) (a) (b) or (c) of the Act or under Health and Safety at Work (Northern Ireland) Order 1978 under Article 31\* including legal costs and expenses incurred with **our** consent in an appeal against conviction arising from such proceedings, provided that the proceedings relate to the health safety and welfare of persons other than employees but not:

- Fines or penalties;

- Legal costs or expenses insured by any other **policy**.

### 2 Extension 1 – Additional Persons Insured

---

**We** will also insure in the terms of this section:

a) **Your** legal personal representatives in the event of **your** death;

b) The owner or lessee of any **property**;

c) If **you** so request, any of **your** directors or employees as though each had been insured separately provided that:

- Such persons observe the terms of the **policy** insofar as they can apply;

- **We** retain the sole conduct and control of all claims;

- The most **we** will pay for claims for one **accident** or series of **accidents** from one cause, is the Limit of Indemnity shown in the **certificate** plus other costs incurred with written consent, but not:

- i) Liability of any **resident** incurred solely as occupier of his/her **property**;
- ii) Liability of **your** directors or employees for which **you** would not have been covered if the legal action had been brought against **you**;

### **3 Extension 2 – Defective Premises Act**

---

**We** insure (subject otherwise to the terms of this **policy** section) **your** liability under section 3 of the Defective Premises Act 1972\* or section 5 of the Defective Premises (Northern Ireland) Order 1975\* in respect of:

- a) The parts of any **property** formerly owned or leased by **you** and occupied solely for private residential purposes.
- b) Any **private dwelling** formerly owned or leased by the owner or lessee of any **flat** provided that:
  - At the time of the incident giving rise to the liability, **you** have sold that **private dwelling** or **flat** but not:
    - i) **Damage** to the premises disposed of.
  - No other **policy** covers the liability.

The cover under this extension continues for seven years from the date of disposal of the premises, provided **you** do not have this cover under another **policy**.

### **4 Extension 3 – Cross Liabilities**

---

If more than one person is referred to in the **certificate**, each person shall be considered as a separate and distinct entity and cover shall be construed as applying to each person as though each had been insured separately.

Provided that:

The most **we** will pay for claims for one **accident** or series of **accidents** from one cause is the limit of indemnity shown in the **certificate** plus other costs incurred with **our** written consent.

### **5 Limit of Indemnity - £5,000,000**

---

The Limit of Indemnity under this section shall not exceed £5,000,000 for any one loss or series of losses arising out of one event plus the costs and expenses incurred by **you** with insurers' written consent in the defence of any such claim.

### **6 Employers Liability - £10,000,000**

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This **policy** will cover **you** for **accidental** death, bodily **injury**, illness or disease to any domestic employee up to £10,000,000.

Refer to 1- 5 in this section.

\* And any amended legislation.

## Section 4 - Special Clauses & Policy Exclusions

The following clauses and exclusions are operative where indicated in the **certificate**.

### 1 Alarm/Security Clause (1)

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It is a condition precedent to the liability of insurers in respect of the peril of theft under this insurance, that:

- a) The burglar alarm system shall have been put into full and effective operation:
  - Whenever the premises specified in the **certificate** is left unattended;
  - At night.
- b) The burglar alarm system shall have been maintained in good order throughout the currency of this insurance under a maintenance contract with a **company** which is a member of NSI National Security Inspectorate or SSAIB Security Systems & Alarms Inspection Board (formerly NACOSS National Approved Council of Security Systems).

### 2 War and Nuclear Risks (2)

---

Sections 1, 2, 2A and 3 of this **policy** do not cover:

- a) **Damage** to any **property** whatsoever or any loss or expense whatsoever, resulting or arising there from or any legal liability of whatsoever nature; directly or indirectly caused by or arising from:
  - Ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - The radioactive toxic or explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- b) Any contingency occasioned by or happening through war invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### 3 Pre existing Damage Liability or Injury (3)

---

This **policy** does not cover **damage**, liability or **injury** occurring before the cover under **your policy** started.

### 4 Non Standard Construction Clause (4)

---

In consideration of the additional premium paid hereon, it is agreed that the term '**standard construction**' as explained in Definitions, does not apply to the main building of the **private dwelling** situated within the premises specified on the **certificate**.

### 5 Subsidence, Landslip or Heave Exclusion Clause (5)

---

This insurance excludes claims under section 1, 2 and 2A resulting from subsidence, landslip or heave.

### 6 Flood Exclusion Clause (6)

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It is hereby agreed that sections 1, 2 and 2A of this insurance do not cover:

- a) The escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal or dam;
  - b) Inundation from the sea;
- or
- c) Flood resulting from storm, tempest or any other peril.

### 7 Contractors Exclusion Clause (7)

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This insurance excludes any claims arising out of the activities of contractors.

## 8 Tree Pruning Clause (8)

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In accordance with **Policy** Condition 2 (Precautions); a Tree Surgeon or similar professional must, triennially, at the Insured's expense:

- a) Inspect any/all trees over 3 metres tall that are within 7 metres of the property, to ensure that they do not affect the structure or drains and sewers of the **property** insured;
- b) Prune or pollard the trees as appropriate;

Subject otherwise to the terms, exclusions and conditions of the **policy**.

## 9 Thatch Clause (9)

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It is a condition precedent to the liability of insurers that:

- a) Chimney Warranty - All chimneys to solid fuel stoves, boilers and open fires are kept in a good state of repair and will be professionally cleaned once a year prior to winter use;
- b) Thatch burn Warranty - That old thatch be burnt more than 100 metres from the premises;
- c) Naked Flame Warranty - No naked flame or tools producing naked flames be present in the attic or loft space at any time.

## 10 Mortgage Interest Clause (10)

---

It is understood and agreed that the interest of the mortgagee in this insurance shall not be prejudiced by any act of neglect of the mortgagor or occupier of any building hereby insured, whereby the danger of loss or **damage** is increased without the authority or knowledge of the mortgagee, provided that the mortgagee, as soon as reasonably possible after becoming aware thereof, shall give notice to the insurers and pay an additional premium if required.

## 11 Computers and other Equipment Components or Systems (11)

---

Sections 1, 2 and 2A of this **policy** do not cover:

- a) **Damage** to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data or any part thereof, whether tangible or intangible (including but without limitation, any information or programs or software) and whether **your property** or not where such **damage** is caused by programming or operator error Virus or Similar Mechanism or Hacking;
- b) Loss of Rent and Alternative Accommodation directly or indirectly caused by or arising from any programming or operator error Virus or Similar Mechanism or Hacking, including where this results from the actions of malicious persons other than thieves.

For the purposes of this section exclusion, the following definitions apply:

### Definitions

- a) Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to **damage**, interfere with or otherwise adversely affect computer programs data files or operations whether involving self replication or not;  
(This Definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs).
- b) Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.

## 12 Terrorism (12)

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Any loss, **damage**, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purposes of this exclusion 'terrorism' means the use or threat of use, of biological, chemical and/ or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any governments(s) or put any section of the public in fear.

### **13 Pollution or contamination (13)**

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Any loss, **damage**, liability, cost or expense of any kind directly or indirectly from pollution or contamination which:

- a) Was the result of an intentional act;
- b) Was expected or should have been expected;
- c) Was not caused by a sudden incident;

or

- d) Was not during any insurance period.

### **14 FLEA Clause (14)**

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It is hereby noted and agreed that the premises insured hereunder are covered against loss or **damage** directly caused by the perils of fire, lightning, explosion, earthquake and aircraft only.

### **15 Diminution of Value Clause (15)**

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Sections 1, 2 and 2A of this **policy** do not cover diminution of market value beyond the cost of repair or replacement.

### **16 Pressure Waves (16)**

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Sections 1, 2 and 2A of this **policy** do not cover **damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### **17 Minimum Security Clause (17)**

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This insurance excludes claims for theft under sections 1, 2 and 2A unless the following are fitted and are used for the protection of the **building** specified in the **certificate** when the **property** is left unattended when occupants retire for the night:

- a) External doors: 5 Lever Mortice Deadlocks conforming to British Standard 3621;
- b) Patio Doors – In addition to a central locking device, key operating bolts to top and bottom opening sections;
- c) Windows – Key operated security locks to all ground floor windows, accessible sky lights and other accessible windows.

### **18 Date Recognition Clause (18)**

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Sections 1, 2, 2A, and 3 of this **policy** shall not apply to any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product, microchip, micro processor, integrated circuit, embedded chip (or similar device), computer software program or process or any other electronic system or any design or advice, in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000:

- a) Correctly to recognise any date as its true calendar date;
- b) To capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
- c) To capture, save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command, which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date.

But this shall not exclude, in respect of sections 1, 2 and 2A, subsequent **damage** not otherwise excluded, which itself results from fire, lightning, explosion, theft, aircraft or other aerial devices or articles dropped from them, riot civil commotion, labour and political disturbances and strikes, malicious **damage**, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle, train or animal: provided such contingency is insured by the section.

## 19 Flat Roof Clause (19)

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It is a warranty of this **policy** that the **flat** roof has been inspected and repaired where necessary, no earlier than 24 months prior to inception.

It is further warranted that future inspection and repair, renovation and replacement where necessary, will take place at no more than five year intervals with full records of inspections and works retained for **our** inspection. This warranty is precedent to any liability for claims relating to the **flat** roof.

## 20 Monthly Payment Clause (20)

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It is understood and agreed that this **policy** runs from month to month and that continuation of cover is dependent upon **your** paying the premium for each month's cover. **We** will normally only review **your** premiums once per annum.

## 21 Co-insurance Clause (21)

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Notwithstanding anything stated in the under noted section(s) of the **policy**, to the contrary, the Insured shall be responsible for the first 10% of each and every claim subject to a minimum of £5,000, caused by the under noted peril(s):

Section	Perils Insured
1	Fire

Subject otherwise to the terms, exclusions and conditions of this **policy**.

## 22 Bed-sit Clause (22)

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This **policy** is issued on the basis that the Insured has registered and obtained local authority approval of facilities, in accordance with the Housing Act 2004\*\* and fire services approval, where required by the fire and rescue service.

The **policy** will be invalid should this approval not have been obtained.

*\*\*And any amended legislation.*

## 23 Holiday Home Clause (23)

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a) The gas, electricity and water must be turned off at the mains and the water and heating system must be drained;

or

b) The holiday home shall be maintained at a temperature of not less than 55°F (13°C).

Please note that loss or **damage** resulting from malicious persons, escape of water, theft and **accidental damage** to fixed glass and sanitary ware; occurring after the holiday home has been **unoccupied** for 60 consecutive days or more whilst it is occupied by squatters, is excluded. This applies to both **buildings** and **contents**.

Subject otherwise to the terms, exclusions and conditions of this **policy**.

## 24 Co-insurance Clause (24)

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Notwithstanding anything stated in the under noted section(s) of the **policy**, to the contrary, the Insured shall be responsible for the first 25% of each and every claim subject to a minimum of £5,000, caused by the under noted peril(s):

Section	Perils Insured
1	Fire

Subject otherwise to the terms, exclusions and conditions of this **policy**.

## 25 Notice of Change of Occupancy (25)

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It is a condition precedent to the liability of insurers that **you** or **your** authorised representative shall notify insurers if the **property**, as specified in the **certificate**, becomes let under different circumstances, or becomes regularly left unattended. Upon receipt of this notice, insurers reserve the right to amend the terms and conditions of this insurance.

## 26 Changes in Your Circumstances (26)

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**You** must tell **us** as soon as possible of any change which may affect this insurance and particularly:

- a) If **you** have been declared bankrupt or been subject to bankruptcy proceedings;
- b) If **you** have received a police caution for or have been convicted of or been charged with, but not tried, for any offence other than driving offences;
- c) If the **property** will be **unoccupied** for 30 consecutive days;
- d) If **you** no longer intend to let the **property**;
- e) If **you** intend to carry out any form of renovation on the **property**;
- f) If the buildings are no longer used for private residential purposes.

**You** will then be informed of any changes in the terms of this insurance.

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

Failure to mention any change in circumstances may invalidate any future claims.

## 27 Protection (27)

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All protections provided for the safety of the **building** specified in the **certificate** must be maintained in good order and be in use at all times, as well as when the **building** is left unattended or when the occupants have retired for the night.

## 28 Internal Inspections (28)

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The **property** must be inspected every 6 months by **you** or **your** representative, to confirm that the **property** is maintained in a good state of repair and records of these inspections should be kept, which must be made available to **us** on request.

Notwithstanding the inspections as specified in empty/**unoccupied properties**: section 1 subsection 6, section 2 subsection 5 and section 2A subsection 4.

## 29 Illegal Activities Exclusion (29)

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It is hereby noted and agreed that **we** will not pay for any loss or **damage** caused as a result of the **property** being used for illegal activities.

## 30 Unoccupied (30)

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It is a condition of this insurance that if a **property** is **unoccupied**, then photographs of the **property** must be submitted within 14 days from inception or mid-term adjustment.

The photographs should clearly show the structure of the **property** and that it has been made secure and water-proof (photographs should show all angles of the exterior and the roof).

Failure to do so could result in the invalidation of a claim submitted thereafter.

## 31 Theft Limitation Clause (31)

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It is understood and agreed that this insurance does not cover theft or attempted theft from the home, other than as a result of violent and forcible entry.

## 32 Escape of Water Endorsement (32)

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The property is insured for damage by the escape of water from/or the freezing of any fixed domestic water or heating installation but not the first £500 for each and every claim.

## 33 Accidental Damage (33)

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It is hereby noted and agreed that **accidental damage** under section 1 is excluded under this insurance cover.

## 34 Maintenance Clause (34)

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It is a warranty of this **policy** that the **property** must be inspected every 6 months, internally and externally, by you or your representative(s) and maintained according to the minimum standard requirements of this **policy**. Records of these inspections must be kept and made available to us upon request.

A list of the minimum requirements is provided in the **property** care guide, which is available on our website at [www.discountinsurance.co.uk/mainclause](http://www.discountinsurance.co.uk/mainclause).

# Policy Conditions

## 1 Policy Terms

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**You** and everyone else insured under this **policy** agree to the terms of this **policy** in respect of anything that should or should not be done and the statements made and the answers in the **proposal**/statement of fact are true and complete.

If **you** break this condition **we** may refuse to meet any claim.

## 2 Precautions

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**You** will be required to take all reasonable precautions to prevent a claim and must keep the **property** in good condition and repair unless alternative terms have been agreed; in which case this will be clearly stated in the **certificate**.

## 3 Cancellations

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### Our Rights

**We** shall not be bound to accept any renewal of this **policy** and may at any time give 14 days' notice of cancellation by recorded delivery to **your** last known address. Thereupon **you** shall be entitled to the return of a proportionate part of the premium paid, in respect of the unexpired term of this **policy**, provided that there have been:

- a) No claims made under the **policy** for which **we** have made a payment;
- b) No claims made under the **policy** which are still under consideration;
- c) No incident likely to give rise to a claim but is yet to be reported to us during the current period of insurance.

This termination shall be without prejudice to any rights or claims of the Insured or the **company** prior to the expiration of such notice.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current period of insurance, no refund for the unexpired portion of the premium will be given.

### Your Rights

**You** may cancel **your policy** at any stage during the **policy** term.

The cancellation will be effective as of the date the request was received, unless a later date is specified by **you**.

**You** are entitled to a period of 14 days in which to consider the **content** of **your** insurance **policy** and the extent of cover.

Therein, cancellation of **your policy** within 14 days from inception, is therefore subject to a full refund, provided that there have been:

- a) No claims made under the **policy** for which **we** have made a payment;
- b) No claims made under the **policy** which are still under consideration;
- c) No incident likely to give rise to a claim but is yet to be reported to **us**.

Cancellation after 14 days from inception will be refunded pro rata, less **15%** of the total premium.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current period of insurance, no refund for the unexpired portion of the premium will be given.

## 4 More than One Private Dwelling

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It is understood and agreed that each **private dwelling**, insured hereunder, is deemed to be covered as though separately insured.

## 5 Claims Procedure

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If **you** wish to make a claim or if something happens which may lead to a claim, **you** must notify **us** as soon as possible.

If there has been malicious **damage**, theft or attempted theft, **you** must also tell the police immediately.

**You** will be required to complete the claim form **we** supply and return it to **us** within 30 days of the incident, with all the supporting documents and proofs **we** require, for example; written estimates.

If **you** receive a writ summons or other legal process regarding a claim under the **policy**, **you** must send it immediately to **us**.

**You** must give **us** all the help and information necessary to settle or resist a claim against **you** or to help **us** take action against someone else.

If the above procedure is not followed, **you** will break a condition of the **policy** and **we** may not meet **your** claim.

See Important Helplines for telephone numbers.

## 6 Control of Claims

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Do not admit, deny, negotiate or settle a claim without **our** written consent.

However, **you** should make emergency/temporary repairs to the **property** to prevent further **damage**.

## 7 Our Special Rights

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**We** may enter any part of the **property** affected by a claim and take possession of it.

**You** cannot abandon the **property** to **us**. **We** may, in **your** name and on **your** behalf, take complete control of legal action.

**We** may take legal action in **your** name against any other person to recover any payment **we** have made under the **policy**.

**We** will do this at **our** expense.

## 8 Contribution

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If at the time of a claim, there is any other **policy** covering anything insured under this **policy**, **we** shall be liable only for a proportionate share.

## 9 Fraud

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**You** must not act in a fraudulent manner. If **you** or anyone acting for **you**:

- a) Make a claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any respect;
  - b) Make a statement in support of a claim knowing the statement to be false in any respect;
  - c) Submit a document in support of a claim knowing the document to be forged or false in any respect;
  - d) Make a claim in respect of any loss or **damage** caused by **your** wilful act or with **your** deception;
- then:

- **We** shall not pay the claim;
- **We** shall not pay any other claim which has been or will be made under the **policy**;
- **We** may, at **our** option, declare the **policy** void;
- **We** shall be entitled to recover from **you** the amount of any claim already paid under the **policy** since the last renewal date;
- **We** shall not make any return premium;
- **We** may inform the police of the circumstances.

## Making Yourself Heard

If **you** have cause for complaint, it is important **you** know **we** are committed to providing **you** with an exceptional level of service and customer care.

**We** realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expected. When this happens, **we** want to hear about it, so **we** can try to put things right.

### Who to contact?

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The most important factors in getting **your** complaint dealt with as quickly and efficiently as possible are:

- a) To be sure **you** are talking to the right person;  
and
- b) That **you** are giving them the right information.

### When You contact Us

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- a) Please give us **your** name and a contact telephone number;
- b) Please quote **your policy** and/or claim number, and the type of **policy you** hold;
- c) Please explain clearly and concisely the reason for **your** complaint so **we** begin by establishing **your** first point of contact.

### Step One – Initiating your complaint

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Does **your** complaint relate to:

A: **Your policy?**

B: A claim on **your policy?**

If A: **You** need to contact **Discount Insurance**, who sold **you your policy**. **You** can call the number on **your policy** document and state **your** complaint.

If B: **You** need to contact whoever is currently dealing with **your** claim and state **your** complaint.

In either case, if **you** wish to provide written details, the following checklist has been prepared for **you** to use when drafting **your** letter:

- a) Head **your** letter 'COMPLAINT';
- b) Give **your** full name, post code and contact telephone number(s);
- c) Quote the type of **policy** and **your policy** and/or claim number;
- d) Advise the name of **your** insurance firm (if applicable);
- e) Explain clearly and concisely the reason(s) for **your** complaint.

The letter should be sent to the person dealing with **your** complaint along with any other material required.

**We** expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **you** are not satisfied, **you** can take the issue further.

### Step Two – If you are still unhappy

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Please contact the Customer Services Manager, who will arrange for an investigation on behalf of the Chief Executive:

Discount Insurance  
The Business Exchange  
26/28 Hammersmith Grove  
London  
W6 7BA  
Tel: 020 8847 8000  
Fax: 020 8847 8001  
Email: [info@discountinsurance.co.uk](mailto:info@discountinsurance.co.uk)

### Step Three – Contacting RSA

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If **your** complaint is one of the few that cannot be resolved by this stage, contact the RSA Customer Relations Team, who will arrange for an investigation and full review of **your** complaint, which will be concluded by issuing a final response letter:

RSA Customer Relations, Customer Relations Office,  
RSA, Bowling Mill  
Dean Clough Industrial Park  
Halifax HX3 5WA  
Telephone: 0800 107 6160  
Fax 01422 325146  
Email: crt.halifax@uk.rsagroup.com

### Step Four – Beyond RSA

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If **we** have given **you** our final response and **you** are still dissatisfied, **you** may refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints if:

- **We** have provided **you** with written confirmation that **our** internal complaints procedure has been exhausted;
- **Your business** has a turnover of less than £1,000,000.

The FOS can be contacted at:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Tel: 0845 080 1800  
Fax: 020 7964 1001  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Referral to the FOS will not affect **your** right to take legal action against **us**.

### Compensation

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Royal & Sun Alliance Insurance plc, Allianz Insurance plc, Groupama Insurance Company Limited and **Discount Insurance** are all members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of **business** or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation from the scheme depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS. Full details available at [www.fscs.org.uk](http://www.fscs.org.uk)

**Discount Insurance** is a leading provider of insurance products and services to the commercial and residential lettings market and provides this policy on behalf of leading UK Insurers.

**With our expertise, commitment to customer care and consistent quality service, you can rely on Discount Insurance for lasting security and comprehensive products.**

**Ask about our Discounted Insurance products & services; which include:**

LANDLORD BUILDINGS AND CONTENTS INSURANCE

OWNER OCCUPIED

LANDLORD RENT & LEGAL PROTECTION

COMMERCIAL PROPERTIES INSURANCE

COMMERCIAL BUSINESS OWNER INSURANCE

TENANT CONTENTS INSURANCE

UK & EU HOLIDAY HOMES

CARAVAN INSURANCE

TRAVEL INSURANCE

BREAKDOWN INSURANCE

PET INSURANCE

TENANTS REFERENCING



Financial  
Ombudsman  
Service

## **DISCOUNT INSURANCE**

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Fax: 020 8847 8001

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December 2009 edition