

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*.

It is most important that **you** tell **us** of any material change in **your** circumstances which may affect this insurance cover. Material facts can have an effect on what **you** are covered for and how much **you** pay. If **you** are not sure whether something is important, please tell **us** anyway, since a failure to disclose a material fact relevant to this insurance could result in **your** cover being invalid.

We recommend that you keep a copy or a record of all information **you** give to **us**.

This insurance has been arranged by Home and Travel Limited, trading as **Discount Insurance**, through RGA Underwriting Limited and is underwritten by Sterling Insurance Company Limited. Sterling Insurance Company Limited is a member of Sterling Insurance Group Limited, Registered Office: Ambassador House, Paradise Road, Richmond upon Thames, Surrey TW9 1SQ – with offices located at 50 King's Hill Avenue, Kings Hill, West Malling, Kent, ME19 4JX.

Discount Insurance is a trading style of Home and Travel Limited. Home and Travel Ltd, RGA Underwriting Ltd and Sterling 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.fsa.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*. **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** made by the Insured shall be the basis of the contract.

Any reference to a statute in this policy shall be deemed to include any amendments to, or replacement of it and all subordinate legislation made under, or in connection with it.

Important

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.

Your attention is drawn to the complaints procedure (Making Yourself Heard) on page 39.

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 **Discount Insurance**, if **you** have any questions.

The Law applicable to this policy

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

A sudden, unexpected, unusual, specific, violent, external event which is not due to negligence, misuse, mechanical or electrical fault or reckless activity, and occurs at a single identifiable time and place and independent of all other causes.

Act of Terrorism

An act or threatened act of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government and

- Involves a violent or an unlawful use of force of an unlawful act dangerous to human life, property or infrastructure, or a threat thereof and
- Is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage-taking and
- Is committed for political, religious, ideological or other similar purposes.

Bodily Injury

Death, injury, disease, illness or nervous shock

Business

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

Certificate

The document which gives the details of the insurance cover **you** have and also shows that **you** are insured against the **property** listed.

Company/Our/Us/We

Either Sterling Insurance Company Limited as insurers or **Discount Insurance** as arrangers of your policy as the context may require.

Contents

Contents comprising:

- Furniture;
- Carpets, curtains, blinds furnishing and interior decorations;
- Other domestic property, as detailed in the landlord's **property** inventory forming part of the tenancy agreement;
- Radio and television aerials and satellite dishes and their fittings and masts that are fixed to the **property** belonging to you or for which you are legally responsible including such contents within the common parts of the property to which all **residents** have access.

Damage

Material loss, destruction or damage.

Discount Insurance

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

Endorsements

Any variation or addition to the terms.

Employee

Any:

- Person under a contract of service or apprenticeship with **you**;
- Labour master or labour only sub contractor or person supplied by them;
- Self employed person providing labour only;
- Trainee or person undergoing work experience, training, study or exchange scheme;
- Person hired to or borrowed by **you**;
- Voluntary workers;

while working for **you** in connection with the **business**.

Empty or Unoccupied

The whole or part of any **property** or any **flat** which is not tenanted, occupied or actively used by a **resident** other than where this arises because the **resident** is away from the **property** on a holiday for a period not exceeding 30 consecutive days.

Please refer to 'Empty or Unoccupied Property' conditions' subsections under Section 1 – Buildings and Section 2 – Contents.

Excess

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

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

Money

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

Constructed of materials other than those detailed in the definition **standard construction**, as advised to and accepted by **us**.

Period of Insurance

The period stated in the **certificate** as the **period of insurance**.

Policy

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

Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste (waste includes materials to be recycled, reconditioned or reclaimed).

Pollution or Contamination

Pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including but not limited to foot and mouth disease), adulteration, impurification or limitation or prevention of the use of objects because of hazards to health.

Private Dwelling

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

Premises

The part of the **property** situated at the risk address shown in the **certificate** for the purposes of the **business**.

Property

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** insured is understood and agreed to be of **standard construction**.

Proposal

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**.

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Resident

The owner(s), lessee(s), tenant(s) and any member of his/her family permanently residing with him/her, or any other person authorised by you.

Standard Construction

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

Sum Insured

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**.

Territorial Limits

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

You/Your

The person, persons or company specified in the **certificate** and statement of fact, as the insured.

Section 1 – Buildings

1 What is insured?

The **property** is insured against **damage** by the Perils Insured. If more than one **property** is insured by the **policy**, any exclusion or limitation applies separately to each **property**.

If the **property** comprises of multiple **private dwellings** the **excess** applies to each and every **private dwelling**.

2 Perils Insured

- a) Fire, smoke, explosion, lightning or earthquake but not for:
- **Damage** whilst the **property** is left **empty or unoccupied**, unless the conditions under subsection 5 'Empty or Unoccupied Property' are met;
- b) Theft or attempted theft consequent upon violent and forcible entry to or exit from the **property** but not for:
- **Damage** by **you**, any member of **your** family, any **employee**, any **resident** or any other person lawfully on the **premises** or with the deception of any of these persons;
 - **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 5 'Empty or Unoccupied Property' are met;
 - The first £1,000 of any claim where the **property** is **empty or unoccupied**;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days;
- c) Riot, civil commotion, labour and political disturbances and strikes but not for:
- **Damage** whilst the property is left **empty or unoccupied**, unless the conditions under subsection 5 'Empty or Unoccupied Property' are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days;
- d) Malicious **damage** and vandalism but not for:
- **Damage** by **you**, any member of **your** family or any **employee**, or any **damage** caused intentionally by any **resident** or any other person lawfully on the **premises**;
 - **Damage** caused as a result of the **property** being used for illegal activities;
 - **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 5 'Empty or Unoccupied Property' are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days;
- e) Impact by:
- Aircraft or other aerial devices or anything dropped from them;
 - Vehicles;
 - Trains;
 - Animals but not for damage by **domestic** pets;
 - Falling trees, telegraph poles or lamp-posts but not for **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 for:
- **Damage** by frost;
 - **Damage** to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths, and drives;
 - **Damage** caused by subsidence, heave or landslip;
 - **Damage** caused by the escape of water from any fixed domestic water or heating installation;
 - **Damage** whilst the **property** is left **empty or unoccupied**, unless the conditions under subsection 5 'Empty or Unoccupied Property' are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days;

- g) Subsidence or heave of any part of the site on which the **property** stands or landslip but not for:
- The first £1000 of each and every claim unless shown differently in the **certificate**;
 - **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 building of the **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;
 - **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** at the **property** resulting from:
 - i) Demolition, construction, structural alteration or repair of any **property**;
 - ii) Ground works or excavation;
- h) The escape of water from or the freezing of any fixed domestic water or heating installation but not for:
- The first £1,000 of each and every claim unless shown differently in the **certificate**;
 - Wet or dry rot, rust, corrosion or other wear, tear and deterioration;
 - **Damage** caused by gradual emission;
 - **Damage** caused by faulty workmanship;
 - **Damage** caused by subsidence, heave or landslip;
 - **Damage** to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives;
 - **Damage** whilst the **property** is not suitable for normal habitation;
 - **Damage** to apparatus from which water has escaped other than frost **damage**;
 - **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 5 'Empty or Unoccupied Property' are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days;
- i) 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 for:
- Rust, corrosion or other wear, tear and deterioration;
 - **Damage** caused by gradual emission;
 - **Damage** caused by faulty workmanship;
 - **Damage** caused by subsidence, heave or landslip;
 - **Damage** to domestic fixed fuel-oil tanks in the open;
 - **Damage** whilst the **property** is not suitable for normal habitation;
 - **Damage** to apparatus from which oil has escaped;
 - **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 5 'Empty or Unoccupied Property' are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days;

3 Extensions

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 for:

- **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;
- **Damage** to pipes made from pitch-fibre material.

This **policy** does not cover pipes made from pitch-fibre material.

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 for:

- 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 for:

- The replacement cost of any part of the item other than the broken glass;
- **Damage** which is not accidental and unforeseen;
- **Damage** whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation;
- **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 5 'Empty or Unoccupied Property' are met;
- **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 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 due to a peril insured damaging the **property** and making it uninhabitable;

or

- The costs of reasonable alternative accommodation for any **resident** and temporary storage of their furniture and the reasonable cost of reasonable accommodation in kennels or catteries for their dogs and cats;

While **your property** is unfit to live in or 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**.

Provided that 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) Landscaped Gardens.
Damage to landscaped gardens by the Emergency Services in attending the **property** as a result of or to combat **damage** insured by this **policy** but not for:
- 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 **your** personal custody or the custody any **employee** authorised to hold such keys;
- But not 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** insured under Section 1 Subsection 2 'Escape of Water' but not for:
- Any amount in excess of £5,000 in respect of any one claim.
- i) Emergency Access.
Damage to the **property** caused by forced access to deal with a medical emergency or to combat damage insured by this policy, including the actions of police but not:
- Where this is a result of unlawful activities at the **property**;
 - For any amount in excess of £1,000 for any one incident in any one **period of insurance**.
- j) Theft of Fixed Fabric of the Property.
Theft of the fixed fabric of the **property**, including fixed external CCTV equipment and security lighting, where buildings are shown as insured in the **certificate** but not for:
- Any amount in excess of £5,000 in respect of any one claim.

4 Claims Settlement

- 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.
- 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** item or parts of items forming part of a pair, set, suite or other article of uniform nature, colour or design when **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 Empty or Unoccupied Property

- a) **We** must be notified as soon as possible, but in any event within 30 days, whenever a **property** becomes **empty or unoccupied**. **We** shall have the right to change the terms and conditions of **your** policy and **you** must implement any risk improvement measures that **we** require within the agreed timescales and pay any additional premium if required.
- b) **We** will not pay for any claim under Section 1, subsection 2 'Perils Insured' a), b), c), d), f), h), or i) or subsection 3 'Extensions' d) or h) in respect of any **property** which is **empty or unoccupied** unless:
- The **premises** are inspected at least once during each 7 days by **you** or **your** appointed representative;
 - The water, gas and electricity supplies are turned off at the mains and the water system drained;
 - 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**.

6 Clauses and Conditions to Section 1

- a) Maintenance.

There is no cover where **damage** happens whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation.

- b) 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.

- c) Sale of **Property** Insured.

If **you** have made a contract to sell the property, **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 rebuild or repair is carried out without delay.

7 General Exclusions to Section 1

The following exclusions apply to each and every **property** or **private dwelling** insured under this **policy**.

We will not be liable for:

- a) **Damage** directly or indirectly caused by:
 - Maintenance and normal redecoration;
 - Causes specifically excluded elsewhere in Section 1;
 - Wear and tear, settlement, shrinkage, depreciation, corrosion, wet or dry rot, fungus, damp, beetles, moths, insects, vermin, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or any other gradually operating cause;
 - Leaks from sealant failure, cracking, fracturing or collapse;
 - Faulty materials, design or workmanship;
 - Chewing, scratching, tearing or fouling by domestic pets;
 - Building renovations, alterations, extensions or repairs;
 - Collapse or cracking of building.
- b) Pre-existing **damage**, occurring before the cover under **your policy** started.
- c) **Damage** arising from activities of contractors.
- d) Diminution of market value beyond the cost of repair or replacement of any damaged **property**.
- e) Losses not directly associated with the incident that caused **you** to claim.
- f) The relevant **excess** stated in the **certificate**.

Section 2 – Contents

1 What is insured?

The **contents** are insured against **damage** by the Perils Insured.

2 Perils insured

- a) Fire, smoke, explosion, lightning or earthquake but not for:
- **Damage** whilst the **property** is left **empty or unoccupied**, unless the conditions under subsection 5 'Empty or Unoccupied Property' are met;
- b) Theft or attempted theft consequent upon violent and forcible entry to or exit from the **property** but not for:
- **Damage** by **you**, any member of **your** family, any **employee**, any **resident** or any other person lawfully on the **premises** or with the deception of any of these persons;
 - Any amount in excess of £500 or 3%, whichever is the greater, of the **sum insured** by this section in respect of **contents** within detached domestic outbuildings and garages;
 - **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 5 'Empty or Unoccupied Property' are met;
 - The first £1,000 of any claim where the **property** is **empty or unoccupied**;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days;
- c) Riot, civil commotion, labour and political disturbances and strikes but not for:
- **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 5 'Empty or Unoccupied Property' are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days;
- d) Malicious **damage** and vandalism but not for:
- **Damage** by **you**, any member of **your** family, any **employee**, or any **damage** caused intentionally by any **resident** or any other person lawfully on the **premises**;
 - **Damage** caused as a result of the **property** being used for illegal activities;
 - **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 5 'Empty or Unoccupied Property' are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days;
- e) Impact by:
- Aircraft or other aerial devices or anything dropped from them;
 - Vehicles;
 - Trains;
 - Animal but not for **damage** by domestic pets;
 - Falling trees, telegraph poles or lamp-posts but not for **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:
- **Contents** in the open;
 - **Damage** by frost;
 - **Damage** to domestic fixed fuel-oil tanks in the open;
 - **Damage** caused by subsidence, heave or landslip;
 - **Damage** caused by the escape of water from any fixed domestic water or heating installation;
 - **Damage** whilst the **property** is left **empty or unoccupied**, unless the conditions under subsection 5 'Empty or Unoccupied Property' are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days;

- g) Subsidence or heave of any part of the site on which the **property** stands or landslip but not for:
- The first £1000 of each and every claim unless shown differently in the **certificate**;
 - **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;
 - **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** at the **property** resulting from:
 - i) Demolition, construction, structural alteration or repair of any **property**;
 - ii) Ground works or excavation;
- h) The escape of water from or the freezing of any fixed domestic water or heating installation but not for:
- The first £1,000 of each and every claim unless shown differently in the **certificate**;
 - Wet or dry rot, rust, corrosion or other wear, tear and deterioration;
 - **Damage** caused by gradual emission;
 - **Damage** caused by faulty workmanship;
 - **Damage** caused by subsidence, heave or landslip;
 - **Damage** to domestic fixed fuel-oil tanks in the open;
 - **Damage** whilst the **property** is not suitable for normal habitation;
 - **Damage** to apparatus from which water has escaped other than frost **damage**;
 - **Damage** whilst the **property** is left **empty or unoccupied**, unless the conditions under subsection 5 'Empty or Unoccupied Property' are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days;
- i) 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 for:
- Rust, corrosion or other wear, tear and deterioration;
 - **Damage** caused by gradual emission;
 - **Damage** caused by faulty workmanship;
 - **Damage** caused by subsidence, heave or landslip;
 - **Damage** to domestic fixed fuel-oil tanks in the open;
 - **Damage** whilst the **property** is not suitable for normal habitation;
 - **Damage** to apparatus from which oil has escaped;
 - **Damage** whilst the **property** is left **empty or unoccupied**, unless the conditions under subsection 5 'Empty or Unoccupied Property' are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days;

3 Extension

This **policy** will pay for:

- a) Loss of Rent or Alternative Accommodation Expenses:
- Rent (up to a maximum of 12 months) **you** should pay or should have received but have lost due to a peril insured damaging the **property** and making it uninhabitable;
- or
- The costs of reasonable alternative accommodation for any **resident** and temporary storage of their furniture and the reasonable cost of accommodation in kennels or catteries for their dogs and cats.

While **your property** is unfit to live in or access to the **property** is denied as a result of **damage** insured by this **policy** but not for any amount in excess of 30% of the **contents sum insured** or £2,000, whichever is the lesser.

Provided that **we** will not be liable under this extension where a claim is paid under Extension e) of Section 1 – Buildings and which arises from the same event.

b) Landlords Gardening Equipment.

Damage by the perils insured to **your** gardening equipment whilst in any locked outbuilding at the **property** but not for:

- Theft or attempted theft not involving the use of violent and forcible entry or exit to the outbuilding;
- Any amount in excess of £1,000.

4 Claims Settlement

Following **damage** by an insured peril and subject to the adequacy of the **sum insured we** will pay the full cost of replacing the damaged property 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.

We will pay:

The most **we** will pay for **damage** arising out of one incident is the **sum insured** for **contents** of each **property** separately stated in the **certificate**.

In the event of **damage** to matching set groups and collections, **we** will not pay for the cost of replacing or changing any undamaged item or parts of items forming part of a pair, set, suite or other article of a uniform nature, colour or design when **damage** occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.

5 Empty or Unoccupied Property

a) **We** must be notified as soon as possible, but in any event within 30 days, whenever a **property** becomes **empty or unoccupied**. **We** shall have the right to change the terms and conditions of **your** policy and **you** must implement any risk improvement measures that **we** require within the agreed timescales and pay any additional premium if required.

b) **We** will not pay for any claim under Section 2, sub-section 3 Perils Insured a), b), c), d), f), h) or i) in respect of any **property** which is **empty or unoccupied** unless:

- The **premises** are inspected at least once during each 7 days by **you** or **your** appointed representative;
- The water, gas and electricity supplies are turned off at the mains and the water system drained;
- 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**.

Failure to comply with any part of this section may invalidate a claim.

6 Clauses and Conditions to Section 2

a) Maintenance.

There is no cover where **damage** happens whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation;

b) Inflation Protection.

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.

7 Exclusions to Section 2

The following exclusions apply to each and every **property** or **private dwelling** insured under this **policy**.

We will not be liable for:

- a) **Damage** directly or indirectly caused by:
 - Maintenance and normal redecoration;
 - Causes specifically excluded elsewhere in Section 1;
 - Wear and tear, settlement, shrinkage, depreciation, corrosion, wet or dry rot, fungus, damp, beetles, moths, insects, vermin, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or any other gradually operating cause;
 - Leaks from sealant failure, cracking, fracturing or collapse;
 - Faulty materials, design or workmanship;
 - Chewing, scratching, tearing or fouling by domestic pets;
 - Building renovations, alterations, extensions or repairs;
 - Collapse or cracking of buildings.
- b) **Damage** to:
 - Motor vehicles (other than domestic gardening implements), caravans, trailers or watercraft or accessories in them or attached to them;
 - Pets and livestock;
 - **Property** which is insured by another **policy**;
 - Any **property** of a **resident**;
 - Landlord's fixtures and fittings which **we** insure under Section 1;
 - Articles of gold silver or other precious metals, jewellery, furs, cameras (including video cameras and camcorders), sports equipment, bicycles, 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 £1000;
 - Any amount exceeding £250 in respect of **contents** in the open at the **premises**;
 - Any amount exceeding £1,000 in respect of domestic oil in fixed fuel tanks.
- c) Pre-existing **damage**, occurring before the cover under **your policy** started;
- d) **Damage** arising from activities of contractors;
- e) Diminution of market value beyond the cost of repair or replacement of any damaged **property**;
- f) Losses not directly associated with the incident that caused you to claim;
- g) The relevant **excess** stated in the **certificate**.

Section 3 – Public Liability

1 What is insured?

You are insured against all sums that **you** shall become legally liable to pay as **damages** and claimants costs and expenses occurring during the **period of insurance** and happening in connection with the **business** within the **territorial limits**, arising out of:

- a) **Accidental injury** to any person;
or
- b) **Accidental** loss of or **damage** to material **property**.

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.

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**.

We will not be liable:

- If at the date of its disposal by **you** such property was not insured by this **policy** or any other policies in respect of which this **policy** has been issued as a substitute;
- For loss of or damage to the premises disposed of;
- If any other policy covers the liability.

The cover under this extension continues for seven years from the date of disposal of the property, 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 General Exclusions to Section 3

We will not be liable under this section in respect of:

- a) **Bodily injury** to any **employee** arising out of and in the course of his employment by the insured in the business;
- b)
 - Loss or destruction of or **damage to property**;
 - **Bodily injury** sustained by any person;

Arising from the ownership, possession or use by or on behalf of the insured of:

- i) Any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force;
 - ii) Any mechanically propelled vehicle or plant or trailer attached thereto in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation.
- c) Loss or destruction of or **damage** to:
 - **Property** owned by or leased, hired or rented to **you**;
 - **Property** belonging to or held in trust by or in the custody of or under the control of **you** or any director, partner or **employee** of the insured other than:
 - i) Personal property of directors, partners or **employees**;
 - ii) The property of customers or visitors temporarily on or about the **premises**, but excluding all property undergoing or awaiting testing, repair, servicing, alteration, maintenance, cleaning or inspection;
 - d) Liability which attaches solely under the terms of any contract or agreement if such liability would not have attached in the absence of such contract or agreement;
 - e) Liability arising from or caused by:
 - Breach of professional duty;
 - The provision of advice or any plan, design, formula or specification given separately for a fee;
 - The use blow lamps, blow torches, hot air guns, welding or flame cutting equipment, or asphalt bitumen or tar heaters;
 - Loss or destruction of or **damage to property**, buildings or land caused by vibration or by the removal or weakening of support;
 - f) Liability arising from and or caused by any demolition unless such work forms part of a contract for construction, alteration, maintenance or repair and prior permission for any such demolition is obtained in writing by the insured from the **company**;
 - g) **Bodily injury** or loss or destruction of or **damage to property** caused by products;
 - h) Loss or destruction of or **damage** to products nor the cost of making good or recalling such products;
 - i) Loss or destruction of or **damage** to that part of any **property** upon which you are or have been working;
 - j) Fines, penalties or liquidated, punitive or exemplary damages;
 - k) The first £250 of each and every claim in respect of damage to property, unless shown differently in the certificate.

6 Special Conditions to Section 3

The **company** may at any time pay **you** the amount of the Limit of liability less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, action or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

Section 4 – Employers’ Liability

1 What is insured?

You are insured against all sums which **you** become legally liable to pay as **damages** in respect of accidental **bodily injury** sustained during the **period of insurance** by any **employee** and arising out of and in the course of employment by **you**, in connection with the **business** within the **territorial limits** or elsewhere in the world where any **employee** normally resident within the **territorial limits** may be working temporarily.

The most **we** will pay under this section for **damages** together with costs and expenses shown below in respect of any one claim against **you** or series of claims against **you** arising out of one event shall not exceed:

- a) £5,000,000 for accidental **bodily injury** to any **employee** which arises out of and in the course of his or her employment and which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any **act of terrorism**;
- b) £10,000,000 in respect of any other **bodily injury**.

Expenses shall mean:

- a) Costs and expenses of claimants for which **you** are legally responsible;
- b) All other costs and expenses **you** have to pay provided that **we** have agreed to pay such costs and expenses in writing;
- c) The legal costs of defending in any court of summary jurisdiction, any proceedings brought against **you** in respect of a breach or alleged breach of any statutory duty resulting in **bodily injury** that may be the subject of a claim;
- d) The legal costs and expenses incurred with **our** written consent and costs awarded against **you**, arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution), as a result of an alleged offence occurring during the **period of insurance** under the Health and Safety at Work etc Act 1974* or similar safety legislation of Great Britain, Northern Ireland the Channel Islands or the Isle of Man provided that the proceedings relate to the health, safety or welfare of any **employee** but not:
 - Fines or penalties;
 - Legal costs or expenses insured by any other **policy**.

2 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) Any principal in respect of the liability of such principal arising out of the performance by **you** or any agreement entered into by **you**, for the performance of work for such principal to the extent required by such agreement and if **you** so request;
- c) The owner or lessee of any **property**;
- d) Any of **your** directors or **employees**;
- e) Any of your directors or senior officials in respect of private work undertaken by any **employee** for such director or senior official provided that:
 - The claim relates to **bodily injury** to an **employee** and is such that **you** would have been entitled to an indemnity had the claim been made against **you**;
 - Such persons observe the terms of the **policy** insofar as they can apply;
 - Retain the sole conduct and control of all claims.

3 General Exclusions to Section 4

We will not be liable under this section in respect of:

- a) Liability for **bodily injury** to any **employee** arising out of the ownership possession or use by or on **your** behalf of any mechanically propelled vehicle or trailer if liability is required by any road traffic legislation to be the subject of compulsory insurance or other security;
- d) Liability arising from **bodily injury** to any **employee** working in or on any offshore installation or any support vessel for any offshore installation or whilst in transit to or from any offshore installation or support vessel;
- e) Liability arising from and or caused by any demolition unless such work forms part of a contract for construction, alteration, maintenance or repair and prior permission for any such demolition is obtained in writing by the insured from the **company**.

4 Special Conditions to Section 4

- a) The indemnity granted includes protection to the insured as required by any law relating to compulsory insurance of the employer's legal liability to his employees whilst employed in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but the insured shall repay to the **company** all sums paid by the **company** which the **company** would not have been liable to pay but for the provisions of such law;
- b) The **company** may at any time pay to the insured the amount of the Limit of liability less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment
- c) If this policy or this section is cancelled then any Certificate of Employers' Liability insurance issued by the **company** is deemed to be cancelled at the same time.

Policy Conditions

1 Avoidance of Policy

This **policy** shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material fact.

2 Precautions

You must at all times:

- a) Take all reasonable precautions to prevent loss, destruction, damage, accident or **bodily injury**;
- b) Keep the **premises, property, contents** and other maintainable **property** which is insured by this **policy** in a good state of repair;
- c) Comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations;
- d) As soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be effected as the circumstances may require;
- e) Exercise due care in the selection and supervision of **employees**.

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 that all property insured is maintained in good repair.

3 Cancellations

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 of **your** or **our** rights or claims 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

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

5 Claims Procedure

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

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

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

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

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

10 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, provided that:

- a) You implement any risk improvement measures that **we** require within the agreed timescales;
- b) Pay any additional premium if required.

11 Underinsurance

The **sum insured** by each item or section of this **policy** is declared to be separately subject to this underinsurance condition. 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.

12 Changes in Risk

You must give immediate notice to **us** of any change in circumstances which may increase the possibility of loss, destruction, damage, accidental **bodily injury** or liability covered by this policy, including (but not limited to):

- a) **Your** interest ceasing other than by death; or
- b) The **business** being wound up or carried on by a liquidator or receiver or permanently discontinued; or
- c) The **property**, as specified in the **certificate**, becomes let under different circumstances;
- d) Any alteration being made either in the **business** or in the **premises** or in any **property** or in any other circumstances;
- e) If the **property** will be **empty or unoccupied**;
- f) If **you** no longer intend to let the **property**;
- g) If **you** intend to carry out any form of renovation or building works on the **property**;
- h) If the **property** is no longer used solely for private residential purposes.

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

This policy will become voidable from the date of any such change in circumstances unless **we** agree otherwise in writing.

13 Protections

It is a condition precedent to the liability of the **company** in respect of any claim arising from fire, theft or malicious damage that in so far as **you** are responsible for them **you** must at all times ensure that:

- a) Security devices are put into full and effective operation whenever the **property** is left unattended;
- b) Fire break doors and shutters in the **property** be maintained in efficient working order and that the openings protected by such doors and shutters be kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links be kept closed except when the **premises** are attended;
- c) Fire extinguishers, sprinkler systems and fire alarms be maintained in efficient working order;
- d) Alterations or additions to or changes in or removal of security devices be advised to **us** immediately in writing.

14 Inspections

The **property** must be inspected both externally and internally at least every 6 months by **you** or **your** representative, to confirm that the **property** is maintained in a good state of repair, notwithstanding the requirements of subsection 5 'Empty or Unoccupied Property' of Sections 1 and 2. Records of these inspections must be kept and made available to **us** on request.

Policy Exclusions

The following exclusions are applicable to all sections of **your policy**.

We will not pay for loss, destruction or damage to property, any cost, expense, legal liability or **bodily injury** directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

1 Radioactive Contamination

- a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component;
- c) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

2 War Risk

War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3 Sonic Bangs

Pressure waves caused by aircraft or other aerospace devices travelling at sonic or supersonic speeds.

4 Confiscation

Confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority.

5 Electronic Failure

- a) Erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any electronic equipment, whether belonging to **you** or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus;
- b) The failure of any electronic equipment to recognise, accept, respond to or process any data or instruction.

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

The following exclusions are applicable to sections 1 – Buildings and 2 – Contents of **your policy**.

We will not pay for loss, destruction or damage to the **property insured** resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

6 Illegal Activities

This insurance **policy** does not cover for any loss, **damage** or liability caused as a result of the **property** being used for illegal activities and **we** will not pay for any claim arising from such loss.

7 Act of Terrorism

Biological or chemical contamination due to any **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an **act of terrorism**. If **we** allege that by reason of this exclusion any loss, destruction, damage, cost, expense or **injury** is not covered by this **policy** the burden of proving the contrary shall be upon **you**.

8 Pollution or Contamination

To property caused by **pollution or contamination** unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**.

9 Process of Heat

To property undergoing any process involving the application of heat.

10 Unexplained Losses

Caused by disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information.

11 Gradually Operating Causes

Caused by wear, tear or any gradually operating cause.

12 Northern Ireland

Any loss, destruction, damage or expense happening in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of **damage** or any expense caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

The following exclusions are applicable to section 3 – Public Liability of **your policy**.

We will not pay for legal liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

13 Pollution or Contamination

Any liability for:

- a) **Bodily injury** or financial loss of, damage to or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of **pollutants** unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**;
- b) The cost of removing, nullifying or cleaning up **pollutants** unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**.

14 Asbestos

- a) Any liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, asbestos fibres or any derivatives of asbestos;
- b) the cost of cleaning up, or removal of, or damage to property or any product arising out of any asbestos, asbestos fibres or any derivatives of asbestos (except as stated in this policy).

15 European Jurisdiction

Damages for **bodily injury** or damage to property unless the action is brought in a Court of Law in a member state of the European Union.

Endorsements

The following endorsements are operative where indicated in the **certificate**.

1 Alarm/Security Clause (1)

It is a condition precedent to our liability in respect of Peril Insured 2 – theft under this policy 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 Non Standard Construction Clause (2)

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 in the **certificate**.

3 Subsidence, Landslip or Heave Exclusion Clause (3)

Damage caused by or arising from subsidence, ground heave or landslip is excluded under Section 1 – Buildings and Section 2 – Contents.

4 Flood Exclusion Clause (4)

Damage caused by or arising from:

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

Is excluded under Section 1 – Buildings and Section 2 – Contents.

5 Tree Pruning Clause (5)

In accordance with Policy Condition 2 (Precautions) a Tree Surgeon or similar professional must, triennially, at **your** 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**.

6 Thatch Clause (6)

It is a condition precedent to **our** liability that:

- a) Chimney Warranty;

It is warranted that 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, with full records of inspections and works retained for **our** inspection;

- b) Thatch burn Warranty;

It is warranted that where old thatch be burnt this is undertaken more than 100 metres from the **premises**;

- c) Naked Flame Warranty;

It is warranted that no naked flame or tools producing naked flames be present in the attic or loft space at any time.

7 Mortgage Interest Clause (7)

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 **us** notice and pay an additional premium if required.

8 Central Heating Condition (8)

Under paragraph b) of subsection 5 "Empty or Unoccupied Property" of Section 1 – Buildings and Section 2 – Contents:

- a) The following condition is added:
 - i) The central heating system must be set to operate continually at a minimum temperature of 13°C throughout the months of November, December, January and February;
- a) The following condition is deleted:
 - i) The water, gas and electricity supplies are turned off at the mains and the water system drained.

9 FLEA Clause (9)

Our liability under Section 1 – Buildings and Section 2 – Contents is limited to **damage** caused by or arising from fire, lightning, explosion, earthquake and aircraft only.

10 Minimum Security Clause (10)

It is a condition precedent to our liability for **damage** by theft or attempted theft under this **policy** that the following are fitted and are used for the protection of the **property** specified in the **certificate** when the **property** is left unattended and when occupants retire for the night:

- a) External doors: by 5 lever mortice deadlocks conforming to British Standard 3621;
- b) Patio doors: by a central locking device and additionally, key operating bolts to top and bottom opening sections;
- c) Windows: by key operated security locks to all ground floor windows, accessible sky lights and other accessible windows.

11 Flat Roof Clause (11)

It is warranted that any part of the roof that is flat has been inspected by a professional building or roofing contractor and repaired, renovated or replaced where necessary, at no more than 36 month intervals, with full records of inspections and works retained for **our** inspection.

12 Monthly Payment Clause (12)

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.

13 Co-insurance Clause (13)

Notwithstanding anything stated in the under noted section(s) of the **policy**, to the contrary, **you** will 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**.

14 Bed-sit Clause (14)

It is a condition precedent to **our** liability under this **policy** that **you** have 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.

15 Holiday Home Clause (15)

In respect of the **premises** described in the **certificate** as a holiday home it is warranted that:

- 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 central heating system must be set to operate continually at a minimum temperature of 13°C throughout the months of November, December, January and February.

We will not be liable for **damage** under Section 1 – Buildings and Section 2 – Contents caused by or arising from malicious damage or vandalism, escape of water, theft or attempted theft and **accidental damage** to fixed glass and sanitary ware occurring after the holiday home has been **empty or unoccupied** for 60 consecutive days or more.

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

16 Co-insurance Clause (16)

Notwithstanding anything stated in the under noted section(s) of the **policy**, to the contrary, **you** will 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**.

17 Unoccupied Clause (17)

It is a condition precedent to **our** liability under this **policy** that if a **property** is **empty or unoccupied**, then photographs of the **property** must be submitted within 14 days from inception of the **period of insurance**, or mid-term adjustment, or such other timescales as **we** may require.

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).

18 Theft Limitation Clause (18)

We will not be liable under this **policy** for **damage** caused by or arising from theft or attempted theft.

19 Empty or Unoccupied Property Excluded Perils (19)

We will not be liable under this **policy** for **damage** caused by or arising from the undernoted perils insured to any **property** insured whilst the property is left **empty or unoccupied** for any period exceeding 30 consecutive days:

- b) Theft or attempted theft consequent upon violent and forcible entry to or exit from the **property**;
- c) Riot, civil commotion, labour and political disturbances and strikes;
- d) Malicious damage and vandalism;
- f) Storm or flood;
- h) The escape of water from or the freezing of any fixed domestic water or heating installation;
- j) 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.

20 Theft or Attempted Theft and Malicious Damage (20)

We will not be liable for the first £1,000 of each and every claim arising from theft or attempted theft or malicious damage unless the **property** is protected by the minimum security, as described in **endorsement 10** Minimum Security Clause (10).

21 Accidental Damage to Section 1 (21)

The following Peril Insured is added under Section 1 – Buildings:

j) **Accidental damage** but excluding:

- **Damage** caused by or specifically excluded from any other peril insured by this **policy**;
- Use of any article contrary to manufacturers' instructions;
- **Damage** caused by or arising from frost;
- Any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any **property**;
- Change in temperature, colour, flavour, texture or finish;
- Mechanical, electrical fault or breakdown;
- **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.

22 Accidental Damage to Section 2 (22)

The following Peril Insured is added under Section 2 – Contents:

j) **Accidental damage** but excluding:

- **Damage** caused by or specifically excluded from any other peril insured by this **policy**;
- Use of any article contrary to manufacturers' instructions;
- Damage caused by or arising from frost;
- Any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any **property**;
- Change in temperature, colour, flavour, texture or finish;
- The cost of repairing, removing or replacing frames following **damage** to mirrors, fixed glass in furniture and fixed glass;
- Mechanical, electrical fault or breakdown;
- **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.

23 Contents temporarily removed from the property (23)

Section 2 – Contents is extended to include **damage** by any Peril Insured to **contents** whilst they are temporarily removed from the **property**, provided that;

- Unless the **contents** are in an occupied **private dwelling**, in any buildings where **you** or any permanent member of **your** household is residing or is employed, a trade building (if the **contents** are there for the purpose of valuation, alteration, cleaning or processing), in any bank or safe deposit, cover will be limited to **damage** caused by or arising from fire, lightning, explosion and earthquake only;
- If **contents** are in transit or during the process of removal (following permanent change of residence), to or from a bank, safe deposit or furniture depository, cover will be limited to **damage** caused by or arising from fire, lightning, explosion, earthquake theft or attempted theft only;
- **We** will not be liable under this cover extension for:
 - i) Money;
 - ii) Contents in furniture depository;
 - iii) Any amount exceeding 20% of the **contents sum insured**.

24 Increased Unoccupancy Period (24)

In consideration of the additional premium paid hereon, paragraph a) of subsection 5 Empty or Unoccupied Property is amended to read as follows under Section 1 – Buildings and Section 2 – Contents:

- a) **We** must be notified as soon as possible, but in any event within 45 days, whenever a **property** becomes **empty or unoccupied**. **We** shall have the right to change the terms and conditions of **your** policy and **you** must implement any risk improvement measures that **we** require within the agreed timescales and pay any additional premium if required.

25 Malicious Damage (25)

The cover under Section 1 – Buildings and Section 2 – Contents is extended to include malicious **damage** and vandalism by **you**, any member of **your** family or any **employee**, or any **damage** caused intentionally by the tenant legally on the **premises**, but excluding the first £2,500 of **damage**.

It is a condition precedent to **our** liability under this extension that in the event of a claim, **you** must provide evidence that a deposit of an amount equal to at least one month's rent was collected from the tenant and made secure via the Deposit Protection Scheme or Tenancy Deposit Solutions (My Deposit) or the Tenancy Deposit Scheme. The deposit must have been in cash or cleared funds and a full detailed Dilapidation Inventory must have been taken prior to the tenant moving into the **premises** and in intervals of 6 months thereafter.

For the purpose of this inclusion, a tenant is defined as the occupier of the **premises**, named in the tenancy agreement as the tenant.

26 Theft and Malicious Damage Limitation for Empty or Unoccupied Property (26)

We will not be liable for any amount in excess of £2,000 in respect **damage** caused by or arising from theft or malicious damage whilst the property is **empty or unoccupied**.

27 Escape of Water or Oil Excess for Empty or Unoccupied Property (27)

We will not be liable for the first £1,000 or each and every claim for **damage** caused by or arising from escape of water or escape of oil which occurs whilst the **property** is **empty or unoccupied**.

28 Maintenance Clause

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.

Making Yourself Heard

If you have any enquiry or are dissatisfied regarding the suitability of this **policy** for **your** needs or the information you received whilst it was originally being arranged or discussed, please contact Discount Insurance at The Business Exchange, 26/28 Hammersmith Grove, London W6 7BA or by telephoning *020 8847 8000*.

It would be helpful for **you** to have the policy number available when you contact Discount Insurance.

If **you** have a complaint concerning a claim or about the policy or any issues regarding Sterling Insurance Company Limited, **you** should contact, the Customer Services Manager at Sterling Insurance Company Limited, 50 King's Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX, telephone *0845 271 1300*. It would be useful if **you** have the policy and/or claim number available when you contact Sterling.

A copy of Sterling's complaints procedure is available on request by writing or by telephoning the Customer Services Manager, at the address or telephone number detailed above.

If you are not satisfied with the way **your** complaint has been handled, **you** may be able to refer it to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR; telephone *0845 080 1800*. Please note that the Financial Ombudsman Service will normally only consider a complaint once Sterling or Discount Insurance have issued a final response.

Nothing in the terms and conditions of this policy will reduce **your** statutory rights relating to faulty or mis-described goods or services. For further information about **your** statutory rights, **you** should contact **your** local authority Trading Standards Department or Citizen's Advice Bureau.

Following this procedure will not affect **your** legal rights.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claims. Further information about compensation scheme arrangements is available from the FSCS.

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 LANDLORD

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Home and Travel Limited are registered in England and Wales Reg No. 7270270 and are authorised and regulated by the Financial Services Authority 533383. The registered office is 84 Devonshire Road, Chiswick, London W4 2HS.

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