

# POLICY TERMS & CONDITIONS



**DISCOUNT**   
insurance

## **RESIDENTIAL LANDLORD BUILDINGS & CONTENTS INSURANCE**

# Discount Insurance

Thank you for choosing **Discount Insurance** to insure **your** property. Discount Insurance is a trading style of Home and Travel Limited, an insurance intermediary who administers policies on behalf of **your** insurance advisors. This product has been designed to meet the needs of Landlords who rent their property out, covering the buildings and contents, depending on the level of cover **you** choose.

This product may not be suitable for every landlord, so please check with **your** insurance advisor or read this policy wording with **your** Certificate of insurance and Statement of Facts to verify if the level of cover offered meets **your** needs. **Your** Certificate and Statement of Facts will inform **you** if there are any excesses applicable, if any specific restrictions apply or additional conditions which **you** must follow.

If **you** have any questions or would like to discuss the level of cover in more detail, speak to your insurance advisor or call our customer services number on 0800 783 1626.

## Important Numbers

Discount Insurance Customer Services	0800 294 4522
Claims Line	0208 587 1071
Out of Hours Claims	0121 411 0535

Home and Travel Limited is registered in the UK under company number 7270270 and authorised and regulated by the Financial Conduct Authority under number 533383.

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# Your Policy

This **policy** consists of the Definitions, Exclusions and Conditions, the **certificate**, the Sections stated as operative in the **certificate** and **endorsements**, if any, all of which are a single document and are to be read as one contract. In deciding to accept this policy and in setting the terms and premium **we** have relied on the information which **you** have provided to **us**.

This insurance is underwritten by **us** and arranged through **Discount Insurance** in accordance with the authority granted under the Contract Number stated in the **certificate**.

**We** will, in consideration of the payment of the premium, insure **you**, subject to the terms and conditions of this **policy**, against the events set out in the operative Sections during the **period of insurance** or any subsequent period for which **we** agree to accept payment of premium.

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** separately. The **excess** that does apply will be shown on **your certificate**; where more than one **excess** is applicable, the higher **excess** will always be applied.

Please read this **policy** carefully and make sure that it meets **your** needs. If any corrections are necessary **you** should contact **Discount Insurance** through whom this **policy** was arranged.

Please keep this policy in a safe place – **you** may need to refer to it if **you** have to make a claim.

## 1.1 Accessibility

Upon request **Discount Insurance** can provide Braille, audio or large print versions of the **policy** and the associated documentation including the Key Facts document. If **you** require an alternative format **you** should contact **Discount Insurance** through whom this policy was arranged.

## 1.2 Data Protection Act

Any information provided to **us** regarding **you**, any person insured or any **employee** will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any. This may necessitate providing such information to third parties.

## 1.3 Third Party Rights

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

## 1.4 Law and Jurisdiction

The parties are free to choose the law applicable to this **policy**. Unless specifically agreed to the contrary this **policy** shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this **policy** and all communications relating to it will be in English.

## 1.5 Cancellation and Cooling Off Period

### (a) Your Right to Cancel during the Cooling-Off Period

**You** are entitled to cancel this **policy** by notifying **us** through **Discount Insurance** within fourteen (14) days of either:

- (i) the date **you** receive this **policy**; or
  - (ii) the start of **your period of insurance**;
- whichever is the later.

A full refund of any premium paid will be made unless **you** have made a claim in which case the full annual premium is due.

### (b) Your Right to Cancel after the Cooling-Off Period

**You** are entitled to cancel **your** insurance **policy** at any stage during the **policy** term. **You** are entitled to a period of 14 days, from inception, in which to consider the content of **your** insurance **policy**, and the extent of the cover therein.

Cancellation of **your policy** within these 14 days is therefore subject to a full refund.

Provided that there have been:

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

Cancellations made after 14 days of the start date will be subject to cancellation fee of up to £35. We will also retain a pro-rata premium for time on cover. For instance, if **you** paid £200 for a **policy** and cancelled this half-way **you** will be entitled to a refund of £100 for the unexpired portion of the **policy** less the cancellation fee of £35 (total refund in this instance would be £65).

Please note any administration fees charged for **policy** set up are nonrefundable if cancelled after the 14 days cooling off period. However on certain policies, such as Legal Expenses & Rent Guarantee Insurance, there is no refund payable after the 14 days and no cancellation fee will be charged. Where this is applicable it would be highlighted on your policy wording.

(c) **Our Right to Cancel**

**We** are entitled to cancel this **policy**, if there is a valid reason to do so, including for example:

- (i) any failure by **you** to pay the premium; or
- (ii) a change in risk which means **we** can no longer provide **you** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **we** request, such as details of a claim;

by giving **you** fourteen (14) days' notice in writing. Any return of premium due to **you** will be calculated at a proportional daily rate depending on how long the **policy** has been in force unless **you** have made a claim in which case the full annual premium is due.

## 1.6 Information You Have Given Us

In deciding to accept this **policy** and in setting the terms including premium **we** have relied on the information which **you** have provided to **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- (a) treat this **policy** as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- (i) treat this **policy** as if it never existed, refuse to pay any claim and return the premium **you** have paid, if **we** would not have provided **you** with cover;
- (ii) treat this **policy** as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- (iii) reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

**We** will notify **you** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **we** will have the right to:

- (1) give **you** thirty (30) days' notice that **we** are terminating this **policy**; or
- (2) give **you** notice that **we** will treat this **policy** and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days' notice that **you** are terminating this **policy**.

If this **policy** is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the **period of insurance**.

### 1.7 Changes We Need to Know About

**You** must tell **us** within fourteen (14) days of **you** becoming aware of any changes in the information **you** have provided to **us** which happen before or during any **period of insurance**.

When **we** are notified of a change **we** will tell **you** if this affects **your policy**. For example **we** may cancel **your policy** in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **your policy** or require **you** to pay more for **your** insurance. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

### 1.8 Fraud

If **you**, or anyone acting for **you**, makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent statement or other device, **we** will not pay any part of **your** claim or any other claim **you** have made or may make under this **policy**. In addition, **we** will have the right to:

- (a) treat this **policy** as if it never existed, or at **our** option terminate this **policy**, without returning any premium that **you** have paid;
- (b) recover from **you** any amounts that **we** have paid in respect of any claim, whether such claim was made before or after the fraudulent claim; and
- (c) refuse any other benefit under this **policy**.

### 1.9 Sanctions

**We** shall not provide any benefit under this **policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### 1.10 Complaints Procedure

**We** are dedicated to providing a high quality service and **we** want to ensure that **we** maintain this at all times.

If **you** have any questions or concerns about the **policy** or the handling of a claim please contact **Discount Insurance** through whom this **policy** was arranged.

If **you** wish to make a complaint **you** can do so at any time by referring the matter to:

Complaints Manager  
Catlin Insurance Company (UK) Ltd.  
20 Gracechurch Street  
London  
EC3V 0BG  
Telephone Number: 020 7743 8487  
E-mail: [xlcatlinukcomplaints@xlcatlin.com](mailto:xlcatlinukcomplaints@xlcatlin.com)

If **you** remain dissatisfied after the Complaints Manager has considered **your** complaint, or **you** have not received a final decision within eight (8) weeks, **you** can refer **your** complaint to the Financial Ombudsman Service at:

Exchange Tower  
London  
E14 9SR  
E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

#### **From within the United Kingdom**

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)  
Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

#### **From outside the United Kingdom**

Telephone Number: +44(0)20 7964 1000  
Fax Number: +44(0)20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

#### 1.11 Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this **policy**.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this **policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

#### 1.12 Regulatory Information

(a) **Catlin Insurance Company (UK) Ltd.**

**We** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308). **Our** registered office is 20 Gracechurch Street, London, EC3V 0BG. Registered in England No. 5328622.

(b) **Home and Travel Limited**

Home and Travel Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference No. 533383)

Registered office is 28 Ridgeway Road, Isleworth, Middlesex, TW7 5LA. Registered in England No. 7270270.

**You** can check this out on the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

## Making a Claim

In the unfortunate event of **you** suffering **injury, damage** or a liability claim being made against **you**, please contact **Discount Insurance's** claims line on 0208 587 1075 or write to **Discount Insurance** as soon as possible.

Claims reported after 30 days of discovery may be invalidated.

When **you** contact **Discount Insurance** about a claim **you** will need to tell them:

- **Your** name, address and **policy** number;
- The place where the **damage** occurred;
- Details of the cause and circumstances of the **damage**.

**You** are required to take all practical precautions to prevent and reduce any **damage** that may occur. Emergency or temporary repairs following a **damage** are permitted. Please keep all receipts for these works as they may form a basis of **your** claim but refrain from making full repairs until **we** consider **your** claim. All theft and malicious **damage** to your **property** must be reported to police as soon as practicably possible after discovery.

If **you** receive a written summons or other legal process regarding a claim under the **policy**, you must send this to **Discount Insurance** as soon as practicably possible.

**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.

## Definitions

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

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### Accidental

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 or events.

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### Business

Owners of and/or the organisation and management of the **property** which is let out

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### Certificate

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

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### Communal parts

In or on the stairs, halls and other communal parts of the **property**.

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### Damage

Loss of or physical damage to tangible property.

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### Employee(s)

Any person under contract of service or apprenticeship with you for domestic services while working for you in connection with the **business**.

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### Endorsements

Any variation or addition to terms than can extend or restrict cover.

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### Excess

The first amount of any claim for which you are responsible for.

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### Heave

The upward movement of the ground beneath the buildings as a result of the soil expanding.

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### Injury

Death, injury, disease or illness of or to a person.

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### Landslip

The downward movement of sloping ground.

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### Period of insurance

The Period of Cover shown in the **certificate**, both dates are inclusive.

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### Policy

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

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### Pollution

Pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including foot and mouth disease), adulteration, impurification or limitation or prevention of the use of objects because of hazards to health.

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### Private dwelling

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



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**Premises**

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

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**Property**

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The building(s) shown in the **certificate** including domestic outbuildings, greenhouses, permanent fixtures and fittings which **You** own or are legally responsible for, 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.

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**Discount Insurance**

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Discount Insurance, trading as Home and Travel Limited, who arranges and administers this policy.

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**Resident(s)**

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The owner(s), lessee(s), lessor(s), tenant(s) and any member of their family permanently residing with them at the **premises**, or any other person authorised by you.

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**Settlement**

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The downward movement as a result of the soil being compressed by the weight of the building within ten (10) years of construction.

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**Subsidence**

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The downward movement of the ground beneath the buildings where the movement is unconnected with the weight of the buildings.

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**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 an 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**.

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**Terrorism**

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An act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

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**Unoccupied**

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When the whole or part of the property has not been lived in by **you**, a person authorised by **you** or a **resident** for more than 30 consecutive days. This will not include periods of annual leave of 30 consecutive days or less by the **resident**.

(Please refer to page 22 on Unoccupied property conditions.)

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**We / Us / Our**

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Catlin Insurance Company (UK) Ltd.

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**Wear and Tear**

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A reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time.

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**You / Your**

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The person, persons, partnership, corporation or organisation named in the certificate and statement of fact as the Insured.

# Section 1 – Buildings

## A: What is Insured?

The **property** which comprises of;

The main structure of the insured **property** shown in your **certificate**, including garages on nearby sites that form part of the insured **property** shown on the **certificate**.

Ornamental ponds or fountains, central-heating fuel tanks, cesspits, septic tanks, lampposts, railings and closed circuit television systems.

But not, television or radio signal receiving apparatus or contents.

Please note; this **policy** does not cover **damage** from wear and tear or theft and malicious **damage** by tenants.

## B: Insured Events

What is Covered	What is Not Covered
Fire, Smoke, Lightning, Explosions, Earthquake and Aerial vehicles (or anything dropped from them).	<b>Damage</b> whilst the <b>property</b> is left <b>empty or unoccupied</b> unless conditions under "Unoccupied Property" page 22 are met.
Escape of water from domestic fixed water systems, pipe or appliance and <b>damage</b> to such by freezing.	<p><b>Damage</b> caused by:</p> <ul style="list-style-type: none"> <li>• Wet or dry rot, rust, corrosion, gradual emissions, or other wear and tear;</li> <li>• Faulty workmanship or the use of defective material;</li> <li>• <b>Subsidence, heave or landslip;</b></li> </ul> <p><b>Damage</b> to anything not within the boundary of the <b>property</b> or outbuildings;</p> <p><b>Damage</b> whilst the <b>property</b> is <b>unoccupied</b>.</p>
Theft or attempted theft consequent upon violent and forcible entry to or exit from the <b>property</b> .	<p><b>Damage</b> by <b>you</b>, any member of your family, <b>employee, residents</b> or any other persons lawfully on the <b>premises</b>;</p> <p><b>Damage</b> whilst the <b>property</b> is <b>unoccupied</b>.</p>
Riot, civil commotion, labour and political disturbances and strikes.	<b>Damage</b> whilst the <b>property</b> is left <b>unoccupied</b> unless conditions under "Unoccupied Property" page 22 are met;
Malicious Damage and Vandalism.	<p><b>Damage</b> by <b>you</b>, any member of your family, <b>employee, residents</b> or any other persons lawfully on the <b>premises</b>;</p> <p><b>Damage</b> caused as a result of the <b>property</b> being used for illegal activities;</p> <p><b>Damage</b> whilst the <b>property</b> is <b>unoccupied</b>.</p>
Storm or Flood.	<p><b>Damage</b> caused by:</p> <ul style="list-style-type: none"> <li>• Frost;</li> <li>• Wet or dry rot, rust, corrossions or wear and tear.</li> </ul> <p><b>Damage</b> to; gates, fences, hedges, railings, domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, paved terraces, patios, paths, lampposts and drives;</p> <p><b>Damage</b> whilst the <b>property</b> is <b>unoccupied</b>.</p>

## B: Insured Events (Continued)

What is Covered	What is Not Covered
Impact.	<p><b>Damage</b> caused by, domestic pets or by trees being cut down or cut back within the <b>premises</b>;</p> <p><b>Damage</b> to gates, fences, hedges and railings by fallings trees or branches;</p> <p><b>Damage</b> whilst the <b>property</b> is <b>unoccupied</b>.</p>
<p><b>Subsidence</b> or <b>Heave</b>, or <b>Landslip</b>.</p>	<p><b>Damage</b> to:</p> <ul style="list-style-type: none"> <li>• Swimming pools, ornamental ponds, fountains, septic tanks, central heating fuel tanks, tennis courts, walls, gates, fences, hedges, railings, terraces, lampposts, patios, drives and paths; unless the main building of the <b>property</b> is damaged at the same time by the same cause;</li> <li>• Solid floor slabs unless the foundations of the load bearing walls of the <b>property</b> are damaged at the same time and by the same cause;</li> </ul> <p><b>Damage</b> caused by:</p> <ul style="list-style-type: none"> <li>• Construction, demolition, ground works, excavation, structural alteration or repair, maintenance, redecoration, faulty workmanship or the use of defective materials;</li> <li>• <b>Settlement</b> or bedding down, of newly made up ground, or coastal or riverbank erosion;</li> </ul> <p><b>Damage</b> whilst the <b>property</b> is <b>unoccupied</b>;</p> <p><b>Damage</b> resulting from a reduction in value following a repair.</p>
Escape of Oil from any fixed domestic heating installation.	<p><b>Damage</b> caused by:</p> <ul style="list-style-type: none"> <li>• Gradual emission;</li> <li>• Rust, corrosion or wear and tear;</li> <li>• <b>Subsidence, heave</b> or <b>landslip</b>;</li> <li>• Faulty workmanship or the use of defective material;</li> </ul> <p><b>Damage</b> to fixed fuel-oil tanks in the open or to the apparatus from which oil has escaped from;</p> <p><b>Damage</b> whilst the <b>property</b> is <b>unoccupied</b>.</p>
<p><b>Accidental damage.</b></p>	<p>The cost of maintenance or normal redecoration.</p> <p><b>Damage</b> from:</p> <ul style="list-style-type: none"> <li>• <b>Settlement</b>;</li> <li>• Insects, vermin, domestic pets;</li> <li>• Scratching or denting;</li> <li>• Damp, fungus, wet or dry rot, mildew;</li> <li>• Frost;</li> <li>• Rust, corrosion or wear and tear;</li> </ul> <p><b>Damage</b> caused by persons you employ to carry out maintenance or repair work, and anything specifically excluded elsewhere under section 1 Buildings;</p> <p><b>Damage</b> whilst the <b>property</b> is <b>unoccupied</b>.</p>

## C: Extension of Cover

What is Covered	What is Not Covered
<p>Underground Services</p> <p><b>Accidental Damage</b> to underground services supplying the buildings for which <b>you</b> are responsible including the cost of breaking into and repairing the pipe between the main sewer and the building following a blocked pipe.</p>	<p><b>Damage</b> which you are not legally responsible to repair;</p> <p><b>Damage</b> caused:</p> <ul style="list-style-type: none"> <li>• By rust, corrosion or wear and tear;</li> <li>• Whilst clearing or attempting to clear a blockage;</li> </ul> <p><b>Damage</b> due to a fault or limit of design, manufacture, construction or installation or by gradual deterioration which has caused an installation to reach the end of its serviceable life;</p> <p><b>Damage</b> whilst the <b>property</b> is <b>unoccupied</b>.</p>
<p>Glass</p> <p><b>Accidental</b> breakage of fixed glass in the walls, doors and roofs including double glazing, sanitary fixtures and fittings, and fixed ceramic hobs in the building.</p>	<p>The replacement cost of any part of the item other than the broken glass;</p> <p><b>Damage</b> to tiles;</p> <p><b>Damage</b> whilst the <b>property</b> is <b>unoccupied</b>.</p>
<p><i>Loss of Rent or Alternative Accommodation</i></p> <p><i>Loss of rent receivable or payable including up to 2 years ground rent which <b>you</b> are unable to recover; or</i></p> <p><i>Additional expenses of comparable alternative accommodation which <b>you</b> have to pay for – whilst the insured <b>private dwelling</b> shown on the <b>certificate</b> is rendered</i></p> <p style="margin-left: 40px;"><i>a) is uninhabitable, or</i></p> <p style="margin-left: 40px;"><i>b) inaccessible</i></p> <p><i>as a result of <b>damage</b> insured by this section.</i></p>	<p>Any amount in <b>excess</b> of 30% of the <b>sum insured</b> on the buildings;</p> <p>Alternative accommodation costs, ground rent or rent payable to you relating to any portion of the buildings not used solely as domestic accommodation;</p> <p>If the <b>private dwelling</b> was <b>unoccupied</b> at the time of the incident</p>
<p><i>NB: Provided that each individual payment due for a flat may be adjusted according to the percentage contribution made by the individual flat towards the total management charges and/or ground rent of a block of flats or housing development.</i></p>	
<p>Replacement of locks and keys</p> <p><i>The cost of replacing keys and locks to any external door following a theft of their keys inside of the <b>premises</b>.</i></p>	<p>Any amount in excess of £250 for each and every claim;</p> <p>Keys and locks of any shop, office, store or similar pertaining to the building;</p> <p><b>Damage</b> whilst the <b>property</b> is <b>unoccupied</b>.</p>
<p><b>Accidental</b> loss of oil and metered water</p> <p><b>We</b> will pay for <b>accidental</b> and sudden loss of domestic heating oil and metered water.</p>	<p>Any amount in excess of £500 for each and every claim;</p> <p><b>Damage</b> whilst the <b>property</b> is <b>unoccupied</b>.</p>
<p>Emergency Access.</p> <p><b>We</b> will pay the costs incurred following <b>damage</b> to the buildings caused by the police, or persons acting under their control, in gaining access to the building as a result of concern for the welfare of the <b>resident</b> or to combat <b>damage</b> caused by an insured cause to the property.</p>	<p>Any amount in excess of £1,000 in any one <b>period of insurance</b>;</p> <p><b>Damage</b> resulting from unlawful activities, and <b>damage</b> caused by the police in the course of criminal investigations;</p> <p><b>Damage</b> whilst the <b>property</b> is <b>unoccupied</b>.</p>

## C: Extension of Cover (Continued)

What is Covered	What is Not Covered
<p>Landscaped Gardens.</p> <p><b>We will pay for <i>damage</i> to landscaped gardens through the actions of emergency services while attending the insured <i>property</i> due to <i>damage</i> insured by this <i>policy</i>.</b></p>	<p>Any amount in excess of £1,000 for each and every claim;</p> <p><b>Damage</b> whilst the <b>property</b> is <b>unoccupied</b>;</p> <p><b>Damage</b> resulting from unlawful activities by persons legally on the <b>premises</b>;</p> <p><b>Damage</b> caused by police during the course of a criminal investigation.</p>
<p>Trace and Access.</p> <p><i>The costs incurred by you in locating the source and subsequent making good of <b>damage</b> following a loss under section 1, subsections Escape of Water or Underground Services or any escape of gas.</i></p> <p><i>under section 1, subsection Escape of Water and Underground Services.</i></p>	<p>Any Amount in excess of £2,500 for any one claim;</p> <p>Any Amount in excess of £25,000 for any one <b>period of insurance</b>;</p> <p><b>Damage</b> whilst the <b>property</b> is <b>unoccupied</b>.</p>
<p>Additional Expenses.</p> <p><i>The undernoted costs necessarily incurred in reinstatement as a result of <b>damage</b> insured by this section:</i></p> <ul style="list-style-type: none"> <li><i>a) Architects', surveyors', engineers' and legal fees;</i></li> <li><i>b) The cost of clearing debris from the site or demolishing or shoring up or boarding up any part of the building;</i></li> <li><i>c) Extra costs incurred in order to comply with government or local authority requirements.</i></li> </ul>	<p>Expenses incurred in preparing any claim under this <b>policy</b>;</p> <p>Any costs for complying with requirements notified before the <b>damage</b> occurred.</p>
<p>Theft or Malicious Damage to Fixed Fabric of the <b>Property</b>.</p> <p><i>Theft or Malicious Damage to the fixed fabric of the <b>property</b>, including external CCTV equipment and security lighting, to the insured buildings.</i></p>	<p>Any amount in excess of £2,500 in respect for any one claim;</p> <p><b>Damage</b> by <b>You</b>, any member of your family, <b>employee</b>, <b>residents</b> or any other persons lawfully on the <b>premises</b>;</p> <p><b>Damage</b> whilst the <b>property</b> is <b>unoccupied</b>.</p>

## D: Special Provisions – Buildings

### 1. Automatic reinstatement of cover following a loss

The **sum insured** on buildings will not be reduced following payment of a claim.

### 2. Contracting purchaser

If at the time of a claim you have contracted to sell your interest in the buildings, the buyer will have the benefit of this **policy** as long as the purchase is completed.

## E: Clauses and Conditions Specific to Section 1

### • Unoccupied Properties

When a **property** becomes **unoccupied**, conditions under “Unoccupied Property” page 22 must be met, failure to do so will invalidate any claims made.

### • Maintenance

**We** do not provide cover where **damage** happens whilst the **property** is not maintained and is not in a good state of repair.

### • Extensions and Alterations

During the **period of insurance we** will increase the **sum insured** by this section whenever extensions or alterations increase the rebuild value, provided that this does not exceed 10% of the **sum insured**. **we** will not charge the extra premium during the **period of insurance**, but you must advise your broker or agent 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 the reinstatement at all times.

### • Mortgage or Other Interests

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

### • 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 or a similar index selected by **us**. No additional premium will be required for the duration of the **policy**. On renewal the premium will be based on the adjusted **sum insured** using the latest index figures.

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.

## Section 2 – Contents

### A: What is Insured?

Landlord’s contents comprises of furniture, carpets, furnishings, household goods, including audio, hi-fi, televisions, telecommunication or video equipment, television or radio signal receiving apparatus, but not mobile phones, laptops or similar portable electronic equipment, documents, tenants **property**, money or any articles of gold, silver or other precious materials, jewellery or other personal items.

Provided that they;

- Belong to you or you are legally responsible for them;
- Are contained in the insured **property** or in the **communal parts** of the insured **property**;
- Are provided by you for use by your tenants or for use in connection with the maintenance of the insured **property**.
- Are detailed in the landlord’s **property** inventory, which is part of the tenancy agreement.

Please note; this **policy** does not cover **damage** from **wear and tear**, or theft and malicious **damage** by tenants.

### B: Insured Events

What is Covered	What is Not Covered;
Fire, Smoke, Lightning, Explosions, Earthquake and Aerial vehicles (or anything dropped from them).	<b>Damage</b> whilst the <b>property</b> is left <b>empty or unoccupied</b> unless conditions under “Unoccupied” page 22 are met.
Theft or attempted theft consequent upon violent and forcible entry to or exit from the <b>property</b> .	<b>Damage:</b> <ul style="list-style-type: none"> <li>• By persons lawfully on the <b>premises</b>;</li> <li>• To landlord’s contents found in the open;</li> <li>• Whilst the <b>property</b> is <b>unoccupied</b>;</li> </ul> Any amount in excess of £500 or 3%, whichever is the greater, of the <b>sum insured</b> , for contents within detached domestic outbuildings and garages.
Riot, civil commotion, labour and political disturbances and strikes.	<b>Damage</b> by you, any member of your family, <b>employee, residents</b> or any other persons lawfully on the <b>premises</b> ; <b>Damage</b> whilst the <b>property</b> is <b>unoccupied</b> .
Malicious <b>Damage</b> and vandalism.	<b>Damage:</b> <ul style="list-style-type: none"> <li>• By you, any member of your family, <b>employee, residents</b> or any other persons lawfully on the <b>premises</b>;</li> <li>• As a result of the <b>property</b> being used for illegal activities;</li> <li>• Whilst the <b>property</b> is <b>unoccupied</b>.</li> </ul>
Impact.	<b>Damage</b> caused by domestic pets or trees being cut down or cut back within the <b>premises</b> ; <b>Damage</b> whilst the <b>property</b> is <b>unoccupied</b> .
Storm or Flood.	<b>Damage</b> Caused by: <ul style="list-style-type: none"> <li>• Frost;</li> <li>• Wet or dry rot, rust corrosions or <b>wear and tear</b>;</li> </ul> <b>Damage</b> to contents left in the open; <b>Damage</b> whilst the <b>property</b> is <b>unoccupied</b> .

## B: Insured Events (Continued)

What is Covered	What is Not Covered
<b>Subsidence</b> or <b>heave</b> , or <b>landslip</b> .	<p><b>Damage</b> caused by:</p> <ul style="list-style-type: none"> <li>Construction, demolition, ground works, excavation, structural alteration or repair, maintenance, redecoration, faulty workmanship or the use of defective materials;</li> <li><b>Settlement</b> or bedding down, shrinkage, expansion, settlement of newly made up ground, or coastal or riverbank erosion;</li> </ul> <p><b>Damage</b> whilst the <b>property is unoccupied</b>.</p>
Escape of water from domestic fixed water systems, pipe or appliance and <b>damage</b> to such by freezing.	<p><b>Damage</b> caused by:</p> <ul style="list-style-type: none"> <li>Wet or dry rot, rust, corrosion, gradual emissions, or <b>wear and tear</b>;</li> <li>Faulty workmanship or the use of defective material;</li> <li><b>Subsidence, heave</b> or <b>landslip</b>;</li> </ul> <p><b>Damage</b> to anything not within the boundary of the <b>property</b> or outbuildings;</p> <p><b>Damage</b> whilst the <b>property is unoccupied</b>.</p>
Falling aerials, satellite dishes, their fittings or masts.	<b>Damage</b> whilst the <b>property is unoccupied</b> .
Escape of Oil from any fixed domestic heating installation.	<p><b>Damage</b> caused by:</p> <p>Gradual emission, faulty workmanship, subsidence, heave or landslip, rust, corrosion or <b>wear and tear</b>;</p> <p><b>Damage</b> whilst the <b>property is unoccupied</b>.</p>

## C: Extension Of Cover

What is Covered	What is Not Covered;
<b>Accidental damage.</b>	<p>The cost of maintenance or normal redecoration.</p> <p><b>Damage</b> from:</p> <ul style="list-style-type: none"> <li>Settlement;</li> <li>Insects, vermin, domestic pets;</li> <li>Scratching or denting;</li> <li>Damp, fungus, wet or dry rot, mildew;</li> <li>Frost;</li> <li>Rust, corrosion or <b>wear and tear</b>;</li> </ul> <p><b>Damage</b> caused by persons <b>you</b> employ to carry out maintenance or repair work, and anything specifically excluded elsewhere under section 2 Contents;</p> <p><b>Damage</b> whilst the <b>property is unoccupied</b>.</p>
Landlord's contents in the open <b>Damage</b> caused by insured events under this section to Landlord's contents in the open within the insured <b>property</b> .	<p><b>Damage</b> to Hi-Fi, Television, Telecommunication, Video/Radio Equipment or Plants;</p> <p>Any amount in excess of £250;</p> <p><b>Damage</b> whilst the <b>property is unoccupied</b>.</p>
Landlord's Gardening Equipment <b>Damage</b> caused by any cause covered under this section to Landlord's gardening equipment whilst in any locked outbuilding at the insured <b>property</b> .	<p>Theft, unless entry was gained or exit made by violent and forcible means;</p> <p>Any amount in excess of £1,000;</p> <p><b>Damage</b> whilst the <b>property is unoccupied</b>.</p>



## C: Extension Of Cover (Continued)

What is Covered	What is Not Covered;
<p>Loss of Oil</p> <p><i>Sudden loss of or damage to heating oil contained in the heating installation, its tank, pipe-work or fittings on the site on which the buildings stand.</i></p>	<p>Loss due to any alleged shortfall in delivery or supply;</p> <p>Any amount in excess of £1,000;</p> <p><b>Damage</b> whilst the <b>property</b> is <b>unoccupied</b>.</p>
<p><i>Loss of Rent or Alternative Accommodation</i></p> <p><i>Loss of rent receivable or payable including up to 2 years ground rent which <b>you</b> are unable to recover; or</i></p> <p><i>Additional expenses of comparable alternative accommodation which <b>you</b> have to pay for – whilst the insured <b>private dwelling</b> shown on the <b>certificate</b> is rendered</i></p> <p><i>a) is uninhabitable, or</i></p> <p><i>b) inaccessible</i></p> <p><i>as a result of <b>damage</b> insured by this section.</i></p>	<p>Any amount in <b>excess</b> of 30% of the <b>sum insured</b> on the contents or £2,000, whichever is the lesser;</p> <p>Alternative accommodation costs, ground rent or rent payable to you relating to any portion of the buildings not used solely as domestic accommodation;</p> <p>If the <b>private dwelling</b> was <b>unoccupied</b> at the time of the incident</p>
<p><i>NB: Provided that each individual payment due for a flat may be adjusted according to the percentage contribution made by the individual flat towards the total management charges and/or ground rent of a block of flats or housing development.</i></p>	

## D: Special Provisions to Section 2

- Automatic Reinstatement of cover following a loss.  
The **sum insured** on landlord's contents will not be reduced following a payment of a claim.

## E: Exclusions Specific to Section 2

### 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**;
- Articles of gold silver or other precious metals, jewellery, furs, cameras (including video cameras and camcorders), sports equipment, bicycles, mobile phones, laptops clothing and personal effects;
- Money, bank or currency notes, cheques, credit cards, certificates, 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;

Are excluded under section 2 – Contents.

## Section 3 - Legal Liabilities

### A: 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**;

or

b) **Accidental damage**;

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

For the purpose of this definition Territorial Limits are Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

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 to **you**;

c) Injury 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 and any amending legislation 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 and any amending legislation 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.

### B: 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.

## C: 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 and any amending legislation or section 5 of the Defective Premises (Northern Ireland) Order 1975 and any amending legislation 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 **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.

## D: 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.

## E: 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.

## F: Employers Liability - £10,000,000

This **policy** will cover you for **accidental injury**, illness or disease to any domestic **employee** up to £10,000,000. Refer to A - E in this section.

## G: Employers Liability Tracing Office

Certain information relating to **your** insurance certificate or policy, namely:

- the policy number(s),
- employers' names and addresses (including subsidiaries and any relevant changes of name),
- coverage dates, and
- (if relevant) the employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to the Employers' Liability Database (ELD).

It is understood by **you** that the above named information provided to Insurers will be processed by Insurers, for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer or insurers that provided employers' liability insurance.

# Policy Conditions and Exclusions which apply to the whole of your policy

## A: Conditions

### 1. Precautions

**You** must at all times:

- a) Take all practical precautions to prevent **damage**, accident or **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 practicably possible after discovery, make good or remedy any defect or danger and take any precautionary measures as required;
- e) Exercise due care in the selection and supervision of **employees** and tenants;

**We** will not pay for claims if these precautions are not met.

This **policy** is not a maintenance contract. It does not cover the cost of maintenance, routine decoration or **wear and tear**. Examples of **wear and tear** include:

- Damp formed over a period of time due to blocked or poorly maintained drains or guttering, or
- Gradual deterioration over a period of time that occurs to flat roofs, fascia boards or flooring, or
- Furniture wearing out through use.

It is **your** responsibility to ensure that all **property** insured is maintained in good repair.

### 2. Our Claims Control Rights

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

### 3. 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.

### 4. Sum Insured

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

### 5. 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 **us** in respect of such **damage** shall be proportionately reduced.

### 6. Protections

**We** shall not provide any cover 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 are maintained in efficient working order;
- d) Alterations or additions to or changes in or removal of security devices be advised to **us** as soon as practicably possible.

## 7. 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. Records of these inspections must be kept and made available to **us** on request.

A property care guide is available on **our** website [www.rgaunderwriting.co.uk/mainclause](http://www.rgaunderwriting.co.uk/mainclause)

## 8. Cooking and Heating Appliances

No cooking is to be undertaken inside any part of the building insured by this **policy** other than in such areas which have been constructed and equipped as domestic kitchens. No portable heating appliances, other than portable electric heaters where there are no visible heating elements, are to be used in any part of the insured **property**.

## 9. Gas and Electric Installations

All gas and electric appliances and installations at the insured **property** must be regularly inspected by **you** or a responsible person acting on **your** behalf as required by the appropriate legislation and repaired, replaced, maintained or serviced as necessary to ensure good order. A record of such inspections/work undertaken should be kept, so as to produce to the insurers upon request.

## 10. Tree Pruning Condition

All trees and Shrubs within seven (7) meters of the **property** which are three (3) meters tall or more, must be, triennially by a tree surgeon or similar professional, at **your** expense:

- a) Inspect any/all trees 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**.

## 11. Annual Leave

When the **resident/tenant** is away from the **property** due to annual leave; the water supply must be turned off from the mains. Period of annual leave should not exceed 30 consecutive days.

## 12. Buildings Regulation and local authority approval

This **policy** is issued on the basis that, where required, **you** have registered and obtained local authority approval of facilities, in accordance with the Housing Act 2004 and any amending legislation and fire services approval, where required by the fire and rescue service. The policy will be invalid should this approval not have been obtained.

## 13. Chimney Clause

It is **your** duty to ensure that:

- All chimneys and/or flues to solid fuel stoves, boilers and open fires are kept in a good state of repair and they must be professionally cleaned within thirty (30) days of the inception date of this contract of insurance or not more than six (6) months since the last time they were professionally cleaned, whichever is the sooner. Thereafter **you** must have them cleaned at not more than 6 monthly intervals.
- **You** must keep in **your** possession the original dated receipts for all cleaning operations (including any cleaning operation prior to the inception of this contract of insurance) for a period of eighteen (18) months. **You** will have to produce them for **our** inspection if **we** ask for them.
- For the purpose of this contract of insurance "professionally" shall refer to an individual or company who are members of a recognised trade body.

If **you** fail to comply with any of the above duties this contract of insurance may become invalid in respect of **damage** caused by fire.

## 14. Direct Debit

If **you** pay the premium to **us** using the **Discount Insurance** Direct Debit instalment scheme **we** will have the right (which **we** may not use) to renew the **policy** each year and continue to collect premiums using this method. **We** may vary the terms of the **policy** (including the premium) at renewal. If **you** decide that **you** do not want **us** to renew the **policy**, as long as **you** tell **Discount Insurance** before the next renewal date, **we** will not renew it.

**Our** right to renew this **policy** does not affect **your** cancellation rights detailed on page 1 of this **policy**.

## 15. More than one private dwelling

Each private dwelling, insured here under, will be treated to be covered as though separately insured.

## 16. Your Rights

**You** cannot abandon any **property** or contents to **us, our** appointed representative or **Discount Insurance**. **Your property** or contents shall remain **yours** at all times. **We** will not take ownership of, accept liability for, sell or dispose of any of **your property** or contents unless with is agreed with **you** in writing that **we, our** appointed representative or **Discount Insurance** shall do so.

## B: Exclusions

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

**We** will not pay for the following:

1. Any reduction in value;
2. Any **damage**, liability or **injury** that happens outside the **period of insurance**;
3. The cost of replacing any undamaged item or part of any item just because it forms part of a set, suite or one of a number of items of a similar type, colour or design;
4. **Damage** or liability resulting from any **business**, trade or profession other than the letting of the insured **property** by this **policy**;
5. **Damage** caused by:
  - Deliberate or criminal acts by you, any member of your family or your domestic **employees, resident** or any other person legally on the **premises** or with the deception of any of these persons;
  - **Wear and tear**;
  - Mildew, fungus, frost, wet or dry rot, corrosion, rust, damp or **settlement**;
  - Leaks from cracking, fracturing, collapse or failure of sealants and joints;
  - Any process of repair or alteration;
  - Disappearance, unexplained loss, misfiling or misplacing of information;
  - To **property** undergoing any process of heat;
  - Confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority;
  - Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
  - Vermin, insects or chewing, scratching, tearing or fouling by pets or domesticated animals;
  - Electrical or mechanical failure or breakdown;
  - Faulty or defective workmanship, materials or design;
  - Maintenance and normal redecoration;
  - The failure of a computer chip or computer software to recognise a true calendar date;
  - Computer viruses;
  - Ionising radiation, radioactivity, nuclear fuel, nuclear waste or equipment;
  - War, revolution or any similar event;
  - Pre-existing **damage** occurring before the cover under your **policy** started;
  - Losses not directly associated with the incident that caused you to claim;
  - **Damage** arising from activities of contractors;
  - **Pollution** which was:
    - The result of a deliberate act;
    - Expected and not the result of a sudden, unexpected and identifiable incident.
6. Any claim arising from an act of **terrorism**.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This exclusion does not apply to the Employers' Liability Sub-Section

7. Any loss, **damage** or liability caused as a result of the insured **property** being used for illegal activities and **we** will not pay for any claim arising from such loss;

8. Any claim arising from **damage** that happens as a result of the **property** not being maintained or any **property** which is not in a good state of repair;
9. Any claim arising from burst pipes or tanks caused by freezing, unless all pipes and tanks in the insured **property** are insulated or lagged or within insulated areas;
10. 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;
11. 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**);
12. **Damages for injury or property damage** unless the action is brought in a court of law in a member state of the European Union;
13. Diminution of market value beyond the cost of repair or replacement;
14. **Damage** when the **property** is occupied by squatters unless the **damage** is caused by Fire, Smoke, Lightning, Explosions, Earthquake and Aerial vehicles (or anything dropped from them);
15. The legal or other cost of removing squatters from the **property** is not insured under this **policy**.

## Unoccupied Property

**We** must be notified as soon as possible whenever a **property** becomes **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.

The cover under your **policy** is restricted whilst your **property** becomes **unoccupied** as stated under Section 1 and 2 within "What is not Insured".

**We** will not pay for any claim arising from the Insured Events of Fire, Lightning, Earthquake, Explosion and Aerial vehicles under this **policy** in respect of any **property** or part of **property** which is **unoccupied** unless:

- The **premises** are inspected internally and externally at least once during each 7 days by **you** or **your** appointed representative; and
- The water, gas and electricity supplies are turned off at the mains and the water system drained but the electricity supply may be left on if required for security alarm or other security devices; and
- Door, door locks and windows identified as being suitable for external use must be fitted and operative at all times; and
- 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.

**We** shall have no liability under the **policy**, if **you** fail to comply with these provisions unless **you** show that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

# Settling Claims

## Buildings Section

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**We** will decide whether to repair, replace or reinstate the damaged part of the buildings. **We** may do this by using one of **our** suppliers. **We** will pay the full cost of the work, including any professional, demolition or local-authority costs or fees **we** have agreed, as long as the work is finished without delay; however, **we** will not pay more than the cost of the repair or replacement or any amount in excess of the declared **sum insured**. If the repairing or replacing is not carried out, **we** will pay the amount by which the **property** has gone down in value as a result of the **damage** or the estimated cost of repair, whichever is lower.

**We** will take off an amount for **wear and tear** if the buildings or any part of a building is not properly maintained or in a good state of repair.

## Contents Section

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**We** will pay the full cost of replacing or repairing any damaged **property** as new. **We** may do this by using one of **our** suppliers. If the item cannot be repaired or replaced, **we** will pay the cost of an equivalent replacement.

**We** will take off an amount for **wear and tear**:

- On household linen;
- For property that does not belong to **you** but **you** are legally responsible for, unless you are legally bound to replace the property, as new, under the terms of an agreement. The **sum insured** for landlord's contents will not be reduced following payment of a claim.

## Claims Settlement

Following **damage** by an insured cause, and subject to the adequacy of the **sum insured**, **we** will pay the full cost of repairing or replacing the damaged **property**/buildings or contents. The most **we** will pay is the limits shown in the **policy** or the **sum insured** shown in your **certificate**.

When **we** pay your claim **we** will take off the **excess** shown in your **certificate**.

**We** can choose to settle your claim by replacing, reinstating, repairing or by payment. If **we** are able to replace, payment will be limited to the cost of replacement by **our** preferred supplier. **We** will not pay for **property** that does not belong to **you**, unless you are legally responsible for the cost of replacement, as new, under the terms of a valid agreement.

**We** may proportionally reduce the amount paid if **we** find the **sum insured** to be inadequate. Please see **policy** conditions and exclusions, 7. Underinsurance on page 19.

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

If the **property** is damaged by any insured events then **we** will either:

- Pay for the cost of rebuilding or repairing the damaged parts;
- 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.

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.

The maximum amount payable in any **period of insurance** in respect of **damage** to the **property** by the insured events 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 insured events.



## Policy administration

In order to administer **your** insurance **policy** and any claims made under this **policy** **Discount Insurance** may share personal data provided to **us** and **Discount Insurance** with other companies and with business partners including overseas companies. If **Discount Insurance** do transfer **your** personal data including where **Discount Insurance** propose a change of insurer **Discount Insurance** makes sure that it is appropriately protected.

## Claims history

Under the conditions of this **policy** you must tell **us** about any insurance related incidents such as fire, water **damage**, theft or an accident whether or not they give rise to a claim. When **you** tell **us** about an incident **we** will pass information relating to it to the relevant database. **We** may search these databases when **you** apply for insurance in the event of any incident or claim or at time of renewal to validate **your** claims history or that of any other person or **property** likely to be involved in the **policy** or claim.

## Fraud prevention & detection

In order to prevent and detect fraud **we** may at any time:

- a) Share information about **you** with other organisations including the police;
- b) Undertake credit searches;
- c) Check and share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) Checking details on applications for credit and credit related or other facilities;
- b) Managing credit and credit related accounts or facilities;
- c) Recovering debt and tracing beneficiaries;
- d) Checking details on proposals and claims for all types of insurance;
- e) Checking details of job applicants and employees.

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.



**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.**



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TRAVEL INSURANCE

BREAKDOWN INSURANCE

PET INSURANCE

TENANT REFERENCING

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