

# POLICY TERMS & CONDITIONS



## RESIDENTIAL LANDLORD BUILDINGS & CONTENTS INSURANCE

# Residential Landlord Insurance Policy

## 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 policy 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 0208 847 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 Lloyd's Syndicate 2001, managed by Amlin Underwriting Limited through its service company Amlin UK Limited.

Home and Travel Limited and **Amlin** are both authorised and regulated by the Financial Conduct Authority. This can be checked on the FCA's register by visiting the FCA's website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768.

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

# Let Property Insurance Policy

## Contents

• Your insurance policy	3
• Important Helplines & Your cancellation rights	3-4
• Definitions	5-6
• Section 1 – Buildings	7
A - The perils covered	7
B - Additional cover	9
Special provisions to Section 1 - Buildings	12
• Section 2 - Landlord’s contents	13
A - The perils covered	13
B - Additional cover	15
Special provisions to Section 2 - Landlord’s contents	16
• Conditions and exclusions which apply to the whole of your policy	17
A - Conditions	17
B - Exclusions	19
• Settling claims	20
• Making a claim	21
• How to make a complaint	22
• Special clauses and policy exclusions	23
• Section 3 - Family Legal Expenses Insurance	28
• Section 4 - Home Emergency Protect	37

## Your Insurance 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 23.

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 your insurance agent or 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	0208 847 8000
Claims	0208 847 8007
Out of Hours Claims Assistance	0121 411 0535

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.

### Your Cancellation rights

---

If you decide that you do not wish to continue with this insurance policy (or any other future renewals), please contact **us** or your insurance advisor immediately in writing using the details provided in your statement of fact, within 14 days from inception. If no claim has been made, **we** will refund the premium paid minus the administration fee, which is not refundable; however if a claim has been made, there will not be a refund allowable. Cancellations after 14 days from inception will be subject to a 15% cancellation charge followed by a pro-rata refund as applicable. 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.

The conditions and exclusions that apply to all sections of your policy are shown on pages 19, 20 and 21. Please make sure that you read these as well as the cover shown in each section.

If **we** pay a claim for the same cause happening at the same time under more than one of the buildings or landlord's contents sections, **we** will only take off one **excess**. This will be the highest **excess** shown in your certificate for the sections concerned.

## Definitions

**Certain words have specific meanings when they appear in this policy. These meanings are shown below or in the section where they apply. They are printed in bold type.**

### Accidental

---

A sudden, unexpected or unusual event, which is not due to negligence, mis-use, mechanical or electrical fault or reckless behaviour. This incident must occur at a single identifiable time and place and must be independent of all other causes/events.

### Domestic employee

---

Domestic staff, cleaner, gardener, caretaker, or any occasional employee undertaking repairs or decorations in connection with the buildings covered by this policy, employed by you.

### Excess

---

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

### Garden

---

The flower-beds, lawns, plants, shrubs or trees, ornaments or statues in the **garden** within the boundaries of the buildings.

### The insured property

---

The domestic let property consisting of individual:

- Houses;
- Bungalows;
- Maisonettes;
- Buildings of individual flats (in Scotland only);
- Purpose built flats or apartment blocks where the total buildings sum insured does not exceed £250,000 unless otherwise agreed by **us** in writing.

### Empty or Unoccupied / Unoccupancy

---

If **the insured property** is either:

- Not permanently lived in by you, a tenant, or a person you have authorised ;or
- Without enough furniture for normal living purposes;or
- Part or whole of the property is not lived in by a person authorised by you.

For the purposes of this definition, **empty or unoccupied** does not include when the resident/tenant is away from the property due to annual leave. Period of annual leave should not exceed 30 consecutive days.

### Landlord contents

---

- Furniture;
- Carpets;
- Furnishings; and
- Household goods including audio, hi-fi, television, telecommunication or video equipment satellite television-receiving equipment or television and radio aerials but not mobile phones;

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 tenant 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.

### Vehicles and craft

---

Any electrically or mechanically-powered vehicles, caravans, trailers, watercraft including surfboards, land windsurfing vehicles, hovercraft, aircraft, all-terrain vehicles or quad bikes (but not domestic gardening equipment, battery-operated golf trolleys or wheelchairs, battery or pedestrian-operated models or toys).

**We/Us/Our**

---

Lloyd's Syndicate 2001 managed by Amlin Underwriting Limited through its service company Amlin UK Limited.

**You/Your/insured**

---

Means the person, persons, partnership, corporation or organization named in the **certificate** and statement of fact, as insured.

# Section 1 – Buildings

## Buildings are:

---

- The main structure of the insured property shown in your certificate, including its permanent fixtures and fittings if they are your property;
- Domestic outbuildings, private garages, including garages on nearby sites that form part of **the insured property** shown on the certificate;
- Ornamental ponds or fountains, swimming pools and tennis courts;
- Central-heating fuel tanks, cesspits and septic tanks;
- Fences, gates, hedges, lampposts, railings and walls;
- Drives, paths, patios and terraces;
- Closed circuit television systems;

But not satellite television-receiving equipment or television and radio aerials.

## A – The perils covered

---

The buildings are insured against loss or damage caused by the following:

### 1. Fire, explosion, lightning, earthquake or smoke.

What you are not insured for:

- The **excess** amount of each and every claim as shown on the certificate;

### 2. Riot, civil commotion, violent disorder, strikes, labour disturbances, malicious persons or vandals.

What you are not insured for:

- The first **excess** amount of each and every claim as shown on the certificate;
- Loss or damage when **the insured property** is **empty or unoccupied**.

### 3. Aircraft, other aerial devices and anything falling from them.

What you are not insured for:

- The first **excess** amount of each and every claim as shown on the certificate.

### 4. Storm or flood.

What you are not insured for:

- The first **excess** amount of each and every claim as shown on the certificate;
- Loss or damage caused by frost;
- Loss or damage to gates, fences, hedges, railings, domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, paved terraces, patios, paths and drives;
- Damage caused by subsidence, heave or landslip;
- Loss or damage caused only by a change in the water table;
- Loss or damage when **the insured property** is **empty or unoccupied**.

### 5. Subsidence or Heave of the site on which the buildings stand, or Landslip.

What you are not insured for:

- The first £1,000 of each claim, unless shown differently in the certificate;
- Loss or damage from the coast or a river bank being worn away or eroding;
- Damage to walls, gates, fences, hedges, lampposts, railings, ornamental ponds or fountains, swimming pools and tennis courts, central-heating fuel tanks, domestic fixed fuel-oil tanks in the open, cesspits and septic tanks, drives, paths, patios and terraces unless the main building, private garages or domestic outbuildings are damaged at the same time and by the same cause;
- To solid floor slabs, unless the foundations of the load-bearing walls of the main building are damaged at the same time by the same cause;
- From settlement, shrinkage or expansion, demolition, ground works or excavation, faulty workmanship or faulty/defective design or materials;
- Damage caused by structures bedding down or settlement of newly made up ground;
- 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;
- Loss or damage when **the insured property** is **empty or unoccupied**.



**6. Escape of water from the domestic fixed water system, heating installation, dishwasher, washing machines or water mains.**

What you are not insured for:

- The first **excess** amount of each and every claim as shown in the certificate;
- Loss or damage when **the insured property** shown in the certificate is **empty or unoccupied**;
- Loss or damage to the system or apparatus from which the water has escaped, other than frost damage;
- 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.

**7. Theft or attempted theft consequent upon violent and forcible entry to or exit from the property.**

What you are not insured for:

- Damage, theft or attempted theft 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;
- The **excess** shown on the certificate;
- Loss or damage when **the insured property** shown in the certificate is **empty or unoccupied**.

**8. Collision by vehicles, trains or animals.**

What you are not insured for:

- The **excess** shown on the certificate;
- Loss or damage caused by domestic pets or animals.

**9. Falling receiving aerials, satellite dishes, their fittings or masts.**

What you are not insured for:

- The **excess** shown on the certificate;
- Loss or damage to the aerial fitting, mast or dish.

**10. Escape of oil from any fixed domestic heating installation.**

What you are not insured for:

- The **excess** shown on the certificate;
- 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;
- Loss or damage when **the insured property** shown in the certificate is **empty or unoccupied**;
- Damage whilst the property is not suitable for normal habitation;
- Loss or damage to the apparatus from which the oil has escaped.

**11. Falling trees or branches.**

What you are not insured for:

- The **excess** shown on the certificate;
- Damage to gates or fences, hedges and railings;
- Damage caused by felling, lopping or topping;
- The cost of removal if the fallen tree has not damaged **the insured property**.

## 12. Accidental damage.

What you are not insured for:

- The **excess** shown on the certificate;
- The costs of maintenance or normal redecoration;
- Loss or damage due to settlement, shrinkage or expansion;
- Loss or damage caused by wear and tear, depreciation, wet or dry rot, fungus, mildew, insects, vermin, domestic pets, damp, rust, corrosion, atmospheric or climatic conditions, frost, scratching or denting, the effect of light or any other gradually operating cause;
- Loss or damage due to faulty workmanship, defective design or the use of defective materials;
- Loss or damage caused by a person you employ to carry out maintenance or repair work;
- Loss or damage specifically excluded elsewhere under section 1 Buildings.

## B – Additional Cover

---

### 1. Underground Services

**Accidental** damage to underground services supplying the buildings for which the insured is responsible including the cost of breaking into and repairing the pipe between the main sewer and the buildings following a blocked pipe.

What you are not insured for:

- The **excess** shown on the certificate;
- 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.

### 2. Glass

**Accidental** breakage of fixed glass in the walls, doors and roofs including double glazing, sanitary fixtures and fittings, and fixed ceramic hobs in the buildings.

What you are not insured for:

- The **excess** shown on the certificate;
- 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;
- Loss or damage when **the insured property** shown in the certificate is **empty or unoccupied**;
- Loss or damage to tiles.

### 3. Water and Heating Installations

Damage to any fixed domestic water or heating installation caused by freezing.

What you are not insured for:

- The excess amount of each and every claim as shown in the certificate.
- Loss or damage when **the insured property** shown in the certificate is **empty or unoccupied**;
- Loss or damage resulting from rusting, corrosion or general wear and tear.

#### 4. Loss of Rent or Alternative Accommodation

Loss of rent receivable or payable including up to 2 years ground rent or reasonable additional expenses of comparable alternative accommodation - if **the insured property** shown in the certificate is rendered uninhabitable as a result of damage insured by this section; but only for the period necessary and reasonable for reinstatement.

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.

What you are not insured for:

- More than 30% of the sum insured on the buildings.
- Alternative accommodation costs, ground rent or rent payable to you relating to any portion of the buildings not used solely as domestic accommodation.

#### 5. Replacement of Locks and Keys

The reasonable cost of replacing keys and locks to any external door following the theft of their keys.

What you are not insured for:

- The **excess** shown on the certificate;
- Loss due to any alleged shortfall in deliver or supply.
- More than £250 any one claim.
- Keys and locks of any garage, outbuilding, shop, office, store or similar pertaining to the building.

#### 6. Accidental Loss of Oil and Metered Water

**We** will pay for **accidental damage** and sudden loss of domestic heating oil and metered water.

What you are not insured for:

- The **excess** shown on the certificate;
- Loss or damage when **the insured property** shown in the certificate is **empty or unoccupied**;
- More than £500 any one claim.

#### 7. Water Damage Tracing Costs

**We** will pay up to £5,000 for the cost of removing and then repairing, replacing or reinstating any part of the buildings when this is necessary to find the source of a water leak from any fixed water appliance, pipe or tank that is causing damage to the buildings.

What you are not insured for:

- The excess shown on the certificate.

#### 8. Landscaped Gardens

**We** will pay for loss or damage to landscaped **gardens** through the actions of emergency services while attending **the insured property** to deal with an emergency included within the cover provided for this policy.

What you are not insured for:

- The **excess** shown on the certificate;
- more than £1,000 any one claim.

#### 9. Additional Expenses

The undernoted costs necessarily incurred in reinstatement as a result of damage insured by this section.

a) Architects', surveyors', engineers', and legal fees.

What you are not insured for (a):

- Expenses incurred in preparing any claim under this policy;
- b) The cost of clearing debris from the site or demolishing or shoring up or boarding up any part of the buildings;
- c) Extra costs incurred in order to comply with government or local authority requirements.

What you are not insured for (c):

- Any costs for complying with requirements notified before the damage occurred;
- The excess shown on the certificate.
- Any costs for complying with requirements notified before the damage occurred;
- The excess shown on the certificate.

## 10. Emergency Access

**We** will pay the costs incurred following damage 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 resident.

What you are not insured for:

- The excess shown on the certificate.
- Where this is a result of unlawful activities at the property.
- Any cost incurred following damage caused by the police in the course of criminal investigations.
- More than £1,000 any one event/incident.

## 11. Removal of Nests

**We** will pay the cost of removing wasps' or bees' nests from the buildings.

What you are not insured for:

- The costs of removing nests already in the building before building cover was provided under this policy.
- The **excess** shown on the certificate.
- More than £500 any one claim.

## 12. Your Legal Liability to Others

**We** cover your legal liability:

- As owner or occupier of the buildings and their land;
- Resulting from you previously owning any private property under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975; to compensate others if, following an accident during the period of insurance, someone dies, is injured, falls ill or has their property damaged.

The most **we** will pay for any claim (or claims) arising from one cause, including costs and legal expenses agreed by **us** is £5,000,000, or any higher amount shown on the certificate.

What you are not insured for the following:

**We** will not pay if the liability arises from the following.

- The death, injury or illness of you, or your **domestic employees**.
- Loss or damage to any property that you or your **domestic employees** own or are responsible for.
- A contract that says you or your domestic employees are liable for something which you or they would not otherwise have been liable for.
- Your business or profession other than as owner of **the insured property** shown in the certificate of insurance or property certificate.
- Owning or using **vehicles or craft**.
- Any animal.
- You, or your **domestic employees** passing on any illness or virus.
- Occupation or ownership of any land or building not shown in your certificate of insurance or property certificate.

## 13. Your Liability for Accidents to Domestic Employees

**We** cover you for any legal liability you have as owner of **the insured property** to compensate your **domestic employees** if, following an accident during the period of insurance, and in the course of their employment by you, any of your **domestic employees** dies, is injured or falls ill. The most **we** will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by **us**, is £10,000,000 for an accident to your **domestic employees**.

**We** will not pay if the liability arises from:

- Injury to any **domestic employee** when the **domestic employee** is:
  - Carried in or upon any motor vehicle;
  - Entering or getting into or alighting from a motor vehicle in circumstances where Road Traffic legislation requires insurance or security. This will not apply to injury to any **domestic employee** who, at the time the injury occurs, is the driver of a motor vehicle or is the person in charge of the motor vehicle for the purposes of driving; provided there is no other insurance covering the injury; vehicle or is the person in charge of the motor vehicle for the purposes of driving; provided there is no other insurance covering the injury;

- Tree felling or lopping;
- Window cleaning, painting or similar operations carried out from cradles and/or hoists;
- Providing, erecting, dismantling of or working from scaffolding;
- Demolishing, erecting or structurally altering of or adding to, new or existing buildings;
- Working at heights greater than three metres or depths greater than one metre;
- In your pursuit or exercise of any trade, calling or profession other than the business of landlord.

## **Special Provisions to Section 1 – 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.

## Section 2 – Landlord’s Contents

Landlord’s contents are not:

- **Vehicles and craft** and their accessories;
- Deeds and documents;
- Documents and certificates showing ownership of shares, bonds and other financial investments;
- Animals;
- Any part of the structure, decorations or permanent fixtures and fittings;
- Items you have more specifically insured by this or any other policy;
- Tenant’s property;
- Cash, cheques, postal or money orders, postage stamps, saving stamps, savings certificates or bonds, travel tickets, luncheon vouchers, phone cards, mobile phone vouchers, reward vouchers or gift tokens;
- Property in the open;
- Any articles of gold, silver or other precious metal, jewellery, watches, furs, pictures or other works of art, collections of stamps or coins;
- Clothing and articles of a strictly personal nature likely to be worn used or carried, sports equipment and bicycles.
- Mobile phones.

### A – The perils covered

---

The landlord’s contents are insured against loss or damage, whilst in **the insured property**, caused by the following:

#### 1. Fire, explosion, lightning, earthquake or smoke

What you are not insured for:

- The first **excess** amount of each and every claim as shown in the certificate.

#### 2. Riot, civil commotion, violent disorder, strikes, labour disturbances, malicious persons or vandals

What you are not insured for:

- The excess shown on the certificate.
- Loss or damage when the insured property is empty or unoccupied.

#### 3. Aircraft, other aerial devices and anything falling from them

What you are not insured for:

- The excess shown on the certificate.

#### 4. Storm or flood

What you are not insured for:

- The **excess** shown on the certificate.
- Loss or damage caused by frost.
- Damage caused by subsidence, heave or landslip.
- Loss or damage caused only by a change in the water table.
- Loss or damage when **the insured property** is **empty** or **unoccupied**.

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

What you are not insured for:

- The **excess** shown on the certificate
- Loss or damage from the coast or a river bank being worn away or eroding;
- From settlement, shrinkage or expansion, demolition, ground works or excavation, faulty workmanship or faulty/defective design or materials;
- Damage caused by structures bedding down or settlement of newly made up ground;

## **6. Escape of water from the fixed domestic water system, heating installation, dishwasher, washing machines or water mains**

What you are not insured for:

- The **excess** shown on the certificate.
- Loss or damage when **the insured property is empty or unoccupied**;
- Loss or damage to the system or apparatus from which the water has escaped;
- 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.

## **7. Theft or attempted theft consequent upon violent and forcible entry to or exit from the property**

What you are not insured for:

- Damage, theft or attempted theft 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.
- The **excess** shown on the certificate.
- Loss or damage when **the insured property is empty or unoccupied**.
- Loss of or damage to property in outbuildings or garages.
- Loss or damage by deception unless entry is gained by deception.
- Loss or damage to landlord's contents in the open.
- more than £500 or 3%, whichever is the greater, of the sum insured by this section in respect of contents within detached domestic outbuildings and garages.

## **8. Collision by vehicles, trains or animals**

What you are not insured for:

- The **excess** shown on the certificate.
- Loss or damage caused by domestic pets or animals.
- Loss or damage when **the insured property is empty or unoccupied**.

## **9. Falling receiving aerials, satellite dishes, their fittings or masts**

What you are not insured for:

- The **excess** shown on the certificate
- Loss or damage when **the insured property is empty or unoccupied**.

## **10. Escape of oil from any fixed domestic heating installation**

What you are not insured for:

- The **excess** shown on the certificate.
- Loss of the oil itself.
- 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.
- Loss or damage when **the insured property is empty or unoccupied**.
- Loss or damage to the system or apparatus from which the oil has escaped.

## **11. Falling trees or branches**

What you are not insured for:

- The **excess** shown on the certificate.
- Damage caused by felling, lopping or topping;
- Loss or damage when **the insured property is empty or unoccupied**.

## B – Additional Cover

---

### 1. Mirrors and glass

**Accidental** breakage of mirrors, glass and ceramic hobs or fixed glass in furniture and domestic appliances including glass in television or audio equipment in **the insured property**.

What you are not insured for:

- The **excess** shown on the certificate.
- Light fittings.
- Damage when **the insured property** is **empty** or **unoccupied**.

### 2. Loss of oil

**Accidental** 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.

What you are not insured for.

- The **excess** shown on the certificate.
- Loss due to any alleged shortfall in delivery or supply.
- Loss or damage when **the insured property** is **empty** or **unoccupied**.
- More than £500 any one claim.

### 3. Index linking

**We** will increase your landlord's contents sum insured each month in line with the Durable Household Goods section of the Retail Price Index.

### 4. Your liability to others

*(Applicable to policies covering landlord's contents only)*

**We** cover your legal liability as owner of the landlord's contents to compensate others if, following an accident, during the period of insurance, someone dies, is injured, falls ill or has their property damaged.

The most **we** will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by **us**, is £5,000,000 or the amount as shown in the certificate.

What you are not insured for.

**We** will not pay if the liability arises from the following.

- The death injury or illness of you, or your **domestic employees**.
- Loss or damage to any property that you or your **domestic employees** own or are responsible for.
- A contract that says you or your **domestic employees** are liable for something which you or they would not otherwise have been liable for.
- Your business or profession other than as owner of the property shown in the certificate.
- Owning or using **vehicles or craft**.
- Any animal.
- **You, or your domestic employees** passing on any illness or virus.
- Ownership of any landlord's contents not shown in your certificate.

### 5. Your Liability for Accidents to Domestic Employees

*(Applicable to policies covering landlord's contents only)*

**We** cover you for any legal liability you have as owner of the insured property to compensate your **domestic employees** if, following an accident during the period of insurance and in the course of their employment by you, any of your **domestic employees** dies, is injured or falls ill. The most **we** will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by **us**, is £10,000,000 for an accident to your **domestic employees**.

What you are not insured for:

**We** will not pay if the liability arises from the following.

- Injury to any domestic employee when the domestic employee is
  - carried in or upon any motor vehicle; or
  - entering or getting into or alighting from a motor vehicle in circumstances where Road Traffic legislation requires insurance or security. This will not apply to injury to any **domestic employee** who, at the time the injury occurs, is the driver of a motor vehicle or



is the person in charge of the motor vehicle for the purposes of driving; provided there is no other insurance covering the injury.

- Tree felling or lopping.
- Window cleaning, painting or similar operations carried out from cradles and/or hoists.
- Providing, erecting, dismantling of or working from scaffolding.
- Demolishing, erecting or structurally altering of or adding to, new or existing **buildings**;
- Working at heights greater than three metres or depths greater than one metre.
- In your pursuit or exercise of any trade, calling or profession other than the business of landlord.

## **6. Loss of rent or alternative accommodation**

### ***(Applicable to policies covering landlord's business contents only)***

If the buildings are not fit to live in following loss or damage that would have been covered by the buildings section of the policy we will pay

- the reasonable cost of similar accommodation;
- up to 2 years ground rent which you have to pay; or
- up to 12 months rent which would have been paid to you.

This will only apply during the time needed to restore the buildings to a condition which is fit to live in. What you are not insured for.

- Alternative accommodation costs, ground rent or rent payable to you relating to any portion of the buildings not used solely as domestic accommodation.
- more than 30% of the landlord's contents sum insured.

## **7. Landlord's gardening equipment**

Loss or damage caused by events/perils 1-11 to landlord's gardening equipment whilst in any locked outbuilding at **the insured property**.

What you are not insured for:

The **excess** shown on the certificate.

- Theft, unless entry was gained or exit made by violent and forcible means.
- Loss or damage when **the insured property** is **empty** or **unoccupied**.
- More than £1,000 any one claim.

## **Special provisions to Section 2 – Landlord's Contents**

---

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

The sum insured on landlord's contents will not be reduced following payment of a claim.

# Conditions and exclusions which apply to the whole of your policy

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

## A - Conditions

---

1. You must do all you reasonably can to prevent and reduce any loss, damage or injury: There is no cover where damage happens whilst **the insured property** is not maintained and is not in a good state of repair or immediately available for occupation.
2. You must tell **us** about any loss, damage or liability as soon as possible and give **us** all the information and help **we** may need. **We** will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by your policy including proceedings for recovering any claim.
3. You must report any loss, theft, attempted theft or malicious damage to the police immediately.
4. If a claim is fraudulent or false in any way, **we** will not make any payment and all cover will end.
5. We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected
6. You must tell **us** if any of the information on which this insurance is based changes. Failure to do so may result in your insurance no longer being valid and claims not met. If in doubt about any change, please tell **us**. If your policy is amended as a result of any change, **we** will be entitled to vary the premium and terms for the rest of the period of insurance. You should keep a record (including copies of letters) of all information supplied to **us** in connection with this insurance.
7. During any period of **unoccupancy, the insured property** must be inspected not less than once in every 7 days by a responsible person acting on your behalf and any faults discovered must be remediated immediately.
  - a) **We** must be notified as soon as possible, 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:
    - i) Under section 1 Buildings, subsection A 'The Perils Covered' 2, 4, 5, 6, 7, 8, 9, 10, or 12 and subsection B 'Additional Cover' ) 2, 3 or 6;
    - ii) Under section 2 Contents, subsection A 'The Perils Covered' 2, 4, 5, 6, 7, 8, 9, 10 or 11 and subsection B 'Additional Cover' 1, 2 or 4;

In respect of any property which is **empty or unoccupied** unless:

1. The premises are inspected at least once during each 7 days by you or your appointed representative;
2. The water, gas and electricity supplies are turned off at the mains and the water system drained;
3. Door, door locks and windows identified as being suitable for external use must be fitted and used at all times;
4. 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.

When the property is **empty or unoccupied**, the applied **excesses** will be increased; please check your certificate and statement of fact for the **excesses** that apply to your insurance. Please note that it is your responsibility to inform the insurer of when your property is **empty or unoccupied** for more than the agreed **unoccupancy** period (please check your certificate and statement of fact).

8. When the resident/tenant is away from the property due to annual leave; the property must be maintained at a minimal temperature of 13°C at all times. Period of annual leave should not exceed 30 consecutive days.
9. You may cancel the policy at any time by telling **us** in writing; **we** may cancel your policy by giving you 7 days written notice to your last known address. **We** will give you a refund in proportion to the time left until your current period of insurance is due to run out. 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.
10. You must give immediate notice of any change in the tenancy information on which this insurance is based (this is stated under Property Details and Risk Information in the statement of fact). If you are in doubt about any change please tell **us**. You will not be insured until **we** have agreed in writing to accept any alteration.
  11. 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.
  12. 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.
  13. 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**.
  14. Any increase in the risk of damage due to any act or neglect of any mortgagor, leaseholder, lessee or occupier of any buildings will not prejudice the interest of any mortgagee, freeholder or lessor provided the increase in risk is without their prior knowledge or authority and **we** are notified immediately they become aware of the increase in risk and pay any additional premium.
  15. During period of repairs or renovations the **excesses** are increased, please check your certificate and statement of fact for the applied **excesses**.
  16. A person or company who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act..
  17. 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 **us** before the next renewal date, **we** will not renew it.  
**Our** right to renew this policy does not affect your cancellation rights detailed elsewhere on page 4 and condition 8 of the policy.
  18. By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in the following way and for the following purposes.
    - A. Certain information relating to your insurance policy including, without limitation,
      - a) the policy number(s);
      - b) employer's names and addresses (including subsidiaries and any relevant changes of name);
      - c) dates of cover;
      - d) employer's reference numbers provided by Her Majesty's Revenue and Customs; and
      - e) Companies House reference numbers (if relevant)
 will be provided to the Employers' Liability Tracing Office (ELTO) and added to an electronic database (database).
    - B. This information will be made available by us to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.
    - C. The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (claimants)
      - a) to identify which insurer (or insurers) provided employers' liability cover during the relevant periods of employment; and
      - b) to identify the relevant employers' liability insurance policies.
    - D. The database will be managed by ELTO.
    - E. The database and the data stored on it may be accessed and used by claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

## B - Exclusions

---

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

1. Any reduction in value.
2. Consequential (indirect) loss of any kind.
3. Any accident or incident that happens outside any period of insurance that is covered by this policy.
4. 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.
5. Loss or damage to any items used in connection with any business, trade or profession other than the letting of **the insured property** by this policy.
6. Any legal liability resulting from any business, trade or profession other than the letting of **the insured property** by this policy.
7. Any claim resulting from:
  - Deliberate or criminal acts by you, any member of your family or your domestic employees; Resident or any person legally on the premises or with the deception of any of these persons.
  - Gradual causes including deterioration or wear and tear.
  - Mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot, corrosion, rust, damp or settlement.
  - Leaks from joints, sealant failure, cracking, fracturing or collapse.
  - Any process of cleaning, repair or alteration.
  - Vermin, insects or chewing, scratching, tearing or fouling by pets or domesticated animals.
  - Electrical or mechanical failure or breakdown.
  - Faulty design, materials or workmanship.
  - 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.
  - Confiscation, nationalisation, requisition or damage to property by or under the order of any government or public or local authority.
  - 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.
  - Death, disablement or damage to any property whatsoever, any loss or expense whatsoever resulting or arising therefrom, any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
    - a) ionising radiation 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 properties of any explosive nuclear assembly or its nuclear components; or
    - c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
  - Pollution or contamination which was
    - The result of a deliberate act; or
    - expected and not the result of a sudden, unexpected and identifiable incident.
8. Any claim arising directly or indirectly from an act of terrorism.

In this case, an act of terrorism means preparing, threatening to use or actually using any item capable of producing biological, chemical or nuclear pollution or contamination.
9. Any claim for any loss, damage or liability arising directly or indirectly as a result of the insured property being used for illegal activities.
10. Damage whilst the property is not maintained and is not in a good state of repair or immediately available for occupation.

# Settling Claims

## Buildings

---

**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.

If the work is not carried out, **we** will pay the reduction in the market value of **the insured property** that resulted from the damage.

However, **we** will not pay more than the cost of the repair or replacement.

**We** will take off an amount for wear and tear if the buildings are not properly maintained or your sum insured is less than the actual cost of rebuilding the insured property.

### Condition of average (underinsurance)

The sum insured by each item of this section (other than those applying solely to fees, removal of debris or private dwelling houses) is declared to be separately subject to average.

If, at the time damage occurs, the total of the declared value by all buildings insured is less than the insurable amount then the amount otherwise payable shall be proportionately reduced.

- a) Declared value shall mean the base value shown in the schedule excluding any provision for inflation but if the loss is settled under the Inflation provision (Day 1) clause, the declared value shall be 130% of the base value.
- b) The insurable amount shall be the total of the Day one rebuilding value of all buildings insured.
- c) Day one rebuilding value shall mean the total cost of reinstating the buildings insured to a condition substantially the same as when new at the level of costs applying at the beginning of the period of insurance in which the damage occurred.

When **we** pay your claim, we will take off the **excess** shown in your certificate. This does not apply under additional cover 12 – Your legal liability to others.

The most **we** will pay is the limits shown in the policy or the sum insured shown in your certificate

## Contents

---

**We** will decide whether to repair or replace any item that is lost or damaged. **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 that cannot be repaired.
- if your sum insured is less than the full cost of replacing all the **landlord's contents** as new.

### Condition of average (underinsurance)

The sum insured by each item of this section (other than those applying solely to fees, removal of debris or private dwelling houses) is declared to be separately subject to average.

If, at the time damage occurs, the total of the declared value by all buildings insured is less than the insurable amount then the amount otherwise payable shall be proportionately reduced.

- a) Declared value shall mean the base value shown in the schedule excluding any provision for inflation but if the loss is settled under the Inflation provision (Day 1) clause, the declared value shall be 130% of the base value.
- b) The insurable amount shall be the total of the Day one rebuilding value of all buildings insured.
- c) Day one rebuilding value shall mean the total cost of reinstating the buildings insured to a condition substantially the same as when new at the level of costs applying at the beginning of the period of insurance in which the damage occurred.

The sum insured for **landlord's contents** will not be reduced following payment of a claim.

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

The most **we** will pay is the sum insured or the limits shown in your certificate or in the policy.

## Making a claim

It is important that you comply with the claim procedures contained in the policy wording, and the policy conditions. Failure to do so may prejudice your position or delay the handling of your claim.

In the event of a loss, theft or malicious act you must report the incident to the police within 24 hours of the incident and obtain the crime reference number.

To make a claim, you should first contact Discount Insurance on 0208 847 8007.

When you contact us about a claim you will need to tell us

- your name and address.
- the place where the loss or damage occurred.
- what caused the loss or damage.

For existing claims advice and assistance, please ring QuestGates Validation on 0121 411 0535

Monday to Friday, 8am to 6pm and Saturday, 9am to 1pm.

---

### Emergency Assistance

If you require immediate assistance to deal with an emergency at **the insured property** – such as a burst pipe or main or to make the insured property weather-proof or secure after damage – **we** can arrange for a suitable registered tradesman to attend on your behalf. You will have to pay any call out charge and for the work, but if the loss or damage is covered by your policy you can submit a claim for reimbursement (subject to any policy excess).

#### Important

Tradesmen sent out have no authority to advise on what is and is not covered by your policy

---

### How will we use your data

**We** hold your personal data in accordance with the Data Protection Act 1998. The information supplied to **us** by you may be held on computer and passed to other insurers for underwriting and claims purposes. You should show this to anyone whose personal data may be processed to administer this policy.

---

### Policy administration

In order to administer your insurance policy and any claims made under this policy **we** may share personal data provided to us with other companies within the Amlin Group of Companies and with business partners including overseas companies. If **we** do transfer your personal data including where we propose a change of underwriter **we** make 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; or
- 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; or
- 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

## How to make a complaint

Amlin's aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Amlin are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact Amlin or your broker where applicable. In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time. Making a complaint does not affect any of **your** legal rights.

### Amlin's contact details are:

**Post:** Complaints, Amlin Underwriting Limited, St Helen's 1 Undershaft, London EC3A 8ND

**Telephone:** +44 (0) 207 7746 1300 Fax: +44 (0) 20 7746 1001

**Email:** [complaints@amlin.com](mailto:complaints@amlin.com)

If **your** complaint cannot be resolved by the Complaints Department within two weeks, or if **you** have not received a response within two weeks **you** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **your** complaint and provide **you** with a written final response.

Lloyd's contact details are:

**Post:** Complaints, Lloyd's, One Lime Street, London EC3M 7HA

**Telephone:** +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225

**Email:** [complaints@lloyds.com](mailto:complaints@lloyds.com)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or if **you** have not received a written final response within eight weeks from the date Amlin received **your** complaint, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge. Their contact details are:

**Post:** The Financial Ombudsman Service, Exchange Tower, London E14 9SR

**Telephone:** (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123 Tel (Outside UK): +44 (0) 20 7964 0500 Fax: +44 (0)20 7964 1001

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

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Please note:

- **You** must refer **your** complaint to the Financial Ombudsman Service within six months of the date of our final response
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees

# Special Clauses and Policy Exclusions

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

## **1 Alarm/Security Clause (1)**

---

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

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

## **2 Pre existing Damage Liability or Injury (2)**

---

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

## **3 Non Standard Construction Clause (3)**

---

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

## **4 Subsidence, Landslip or Heave Exclusion Clause (4)**

---

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

## **5 Flood Exclusion Clause (5)**

---

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

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

## **6 Contractors Exclusion Clause (6)**

---

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

## **7 Tree Pruning Clause (7)**

---

A Tree Surgeon or similar professional must, triennially, at the insured's 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;

## **8 Thatch Clause (8)**

---

It is a condition precedent to our liability that

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

## **9 Mortgage Interest Clause (9)**

---

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



## 10 Diminution of Value Clause (10)

---

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

## 11 Pressure Waves (11)

---

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

## 12 FLEA Clauses (12)

---

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

## 13 Minimum Security Clause (13)

---

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

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

## 14 Flat Roof Clause (14)

---

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.

This warranty is precedent to any liability for claims relating to the flat roof.

## 15 Monthly Payment Clause (15)

---

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.

## 16 Co-insurance Clause (16)

---

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

Section	Perils Insured
1	Fire

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

## 17 Bed-sit Clause (17)

---

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

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

\*\*\*And any amended legislation.

## 18 Holiday Home Clause (18)

---

- a) The gas, electricity and water must be turned off at the mains and the water and heating system must be drained; or
- b) The holiday home shall be maintained at a temperature of not less than 55°F (13°C).

Please note that loss or damage resulting from malicious persons, escape of water, theft and **accidental** damage to fixed glass and sanitary ware; occurring after the holiday home has been **empty or unoccupied** for 45 consecutive days or more whilst it is occupied by squatters, is excluded. This applies to both buildings and contents.

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

## **19 Co-insurance Clause (19)**

---

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

Section	Perils Insured
1	Fire

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

## **20 Empty or Unoccupied Clause (20)**

---

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

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

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

## **21 Theft Limitation Clause (21)**

---

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

## **22 Escape of Water Endorsement (22)**

---

This insurance cover will pay up to 10% of the policy sum insured in any one period of insurance for this peril. **Excess** on this insurance will be the first £250 for each and every claim.

## **23 Escape of Water Increased Excess (23)**

---

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

## **24 Theft or Attempted Theft and Malicious Damage (24)**

---

It is understood and agreed that you will be liable for the first £1,000 for each and every theft or attempted theft and malicious damage claim on the property, unless the property has minimum security, as described in clause 13 - Minimum security.

## **25 Increased Unoccupancy Period (25)**

---

In consideration of the additional premium paid hereon, it is agreed that **we** must be notified as soon as possible, but in any event within 60 days, whenever a property becomes **empty** or **unoccupied**. Failure to comply with any part of this section will invalidate a claim. Normal terms and conditions of unoccupancy will still apply.

## **26 Damage Occasioned by the Tenant (26)**

---

It is understood and agreed that this policy under sections 1 and 2 will cover

- riot, civil commotion, violent disorder, strike, labour disturbance (under section 2 - Landlord's contents only).
- theft and attempted theft occasioned by the tenant or others legally on the premises.

What you are not insured for.

- The first £2,500 of any claim.

It is a condition of this clause 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. 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 property and in intervals of 6 months thereafter. For the purpose of this inclusion, a tenant is defined as the occupier of **the insured property**, named in the tenancy agreement as the tenant/permitted occupier.

## 27 Accidental Damage (27)

---

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

## 28 Security (28)

---

Loss or physical damage occurring in **the insured property** resulting from theft or attempted theft is excluded under the landlord's contents section unless the protections listed below are put into full and effective operation whenever **the insured property** is left unattended or when you and the family have retired for the night. All keys must be removed from the locks or bolts and hidden from view when **the insured property** is unattended.

Alternative protections are not allowed unless agreed by Discount Insurance in writing.

- The final exit door must be secured by a 5 lever mortice deadlock OR a rim automatic deadlock or the manufacturer's key operated integral multi-point locking system.
- All external single doors and access doors from integral garages must be secured by a 5 lever mortice deadlock or a rim automatic deadlock or key operated security bolts operating horizontally fitted internally top and bottom or the manufacturer's key operated integral multi-point locking system.
- All external double doors must be secured by key operated security bolts or concealed flush bolts operating vertically fitted internally top and bottom to the first leaf and EITHER 5 lever mortice deadlock OR a rim automatic deadlock or the manufacturer's key operated integral multi-point locking system on the second leaf or key operated security bolts operating vertically fitted internally top and bottom to each leaf.
- All sliding patio doors must be secured by key operated bolts fitted internally top and bottom or the manufacturer's key operated integral multi-point locking system.
- All doors on domestic outbuildings and garages (excluding electrically operated doors) must be secured with key operated security devices.
- All ground floor and basement opening windows and any other ground floor openings to the home measuring more than 22.5 cm x 22.5 cm (9"x9") must be secured by key operated window locks except those in occupied bedrooms at night.
- All upper floor opening windows and skylights must be secured with key operated window locks if accessible from adjoining roofs, porches, walls, down-pipes, balconies or external stairs except those in occupied bedrooms at night.
- All panes of glass in louvre windows must be securely fixed with suitable adhesive into their brackets.

## 29 Maintenance Clause (29)

---

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

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

## 30 Central Heating Condition (30)

---

Under paragraph **Empty or Unoccupied Property** of – Buildings and 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;
- b) The following condition is deleted:
  - i) The water, gas and electricity supplies are turned off at the mains and the water system drained.

## 31 Empty or Unoccupied Property Excluded Perils (31)

---

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

- a) Theft or attempted theft consequent upon violent and forcible entry to or exit from the property.
- b) Riot, civil commotion, labour and political disturbances and strikes.
- c) Malicious damage and vandalism.
- d) Storm or flood.
- e) Escape of water from or the freezing of any fixed domestic water or heating installation.
- f) 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.vaporisation due to a defective oil-fired heating installation.

### **32 Theft and Malicious Damage Limitation for an Empty or Unoccupied Property (32)**

---

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

### **33 Extended Cover on an Unoccupied Property (33)**

---

In consideration of the additional premium paid hereon, it is hereby noted and agreed that this insurance will cover loss or damage caused by escape of water or oil, storm or flood, subsidence, heave or landslip, theft/attempted theft or malicious damage, which occurs whilst the property is **empty or unoccupied**. Cover is subject to the conditions specified under condition 7 on page 17, being met and is limited to 30 days from first date of unoccupancy.

The **excess** on this insurance will be the first £1,000 for each and every claim.

### **34 Unoccupied Clause (34)**

---

It is hereby understood and agreed that if **the insured property** becomes **empty or unoccupied**, the property will be covered against loss or damage directly caused by the perils of fire, lightning, explosion, earthquake and craft only.

### **35 Accidental Damage to Contents (35)**

---

It is hereby noted and agreed that accidental damage under section 2 - Contents is excluded under this insurance cover.

### **36 Third Party, Fire and Theft Endorsements (36)**

---

It is hereby noted and agreed that **the insured property** under section 1 – Buildings and section 2 - Contents is covered against the following perils only.

Fire; explosion; lightning; earthquake; smoke; aircraft; theft; legal liability to others and legal liability for accidents to **domestic employees**.

### **37 Third Party, Fire, Flood and Theft Endorsements (37)**

---

It is hereby noted and agreed that the premises insured hereunder are covered against the following perils only: Section 1 and 2: Fire; flood; explosion; lightning; earthquake; smoke; aircraft; theft; legal liability to others and legal liability for accidents to **domestic employees**.

### **38 Malicious Damage by Tenants (38)**

---

This policy will cover malicious damage and theft, by the tenant(s) named on the tenancy agreement, up to a maximum of £5,000 under section 1 building and section 2 contents. There must be a valid tenancy agreement in place and all legal tenants must be referenced and deemed suitable for tenancy at the start of the tenancy agreement.

It is a condition of this policy that all Malicious Damage and Theft incidents must be reported to the police for the claim to be considered. Loss, damage or liability caused as a result of the property being used for illegal activities is excluded under this policy.

## Section 3 - Family Legal Expenses Insurance

Your certificate will indicate if this section applies to your policy.

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, on whose behalf **we** act.

If **you** make a valid claim under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a **conflict of interest** arises. Where, following the start of court proceedings or a **conflict of interest** arising, **you** want to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in **excess** of **our standard advisers' costs**.

The insurance covers **advisers' costs** and other costs and expenses as detailed under the separate sections of cover, up to the **limit of indemnity** where:-

- a) The **Insured Incident** takes place in the **insured period** and within the **territorial limits** and
- b) The **legal action** takes place in the **territorial limits**

### Definitions

**Wherever the following words and phrases appear in the Section 4 of this policy they will always have these meanings:**

#### Adviser

---

**Our** specialist panel solicitors or their agents appointed by **us** to act for you, or, and subject to **our** agreement, where court proceedings have been started or a **conflict of interest** arises, another legal representative nominated by **you**.

#### Advisers' Costs

---

Reasonable legal or accountancy fees and disbursements incurred by the **adviser** or other legal representative with **our** prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against **you** and paid on the standard basis of assessment.

#### Conflict of Interest

---

There is a **conflict of interest** if **your advisers'** duty to act in **your** best interests in relation to **your** claim conflicts with, or there is a significant risk that it may conflict with, any duty **your adviser** owes, or obligation it has, to any other party.

#### Excess

---

The amount that **you** must pay towards the cost of any claim as stated below:

**Property Infringement section:** £250.

**All other sections:** Nil.

#### Insurance Providers

---

Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

#### Insured Incident

---

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **insured incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

#### Insured Period

---

One year from the inception or renewal date shown on **your** insurance certificate.

#### Legal Action(s)

---

The pursuit or defence of civil legal cases for damages or injunctions

#### Limit of Indemnity

---

The maximum payable in respect of an **insured incident** is stated below:

All sections: £50,000

### **Standard Advisers' Costs**

---

The level of **advisers' costs** that would normally be incurred in using a nominated **adviser** of **our** choice.

### **Territorial Limits**

---

The United Kingdom

### **We/Us/Our**

---

**Arc Legal Assistance Limited** who have arranged this insurance and administer it on behalf of the Insurance Providers.

### **You / Your**

---

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **us** by **your** insurance advisor and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to **your family** members normally resident with **you**. If **you** die **your** personal representatives will be covered to pursue or defend cases covered by this insurance on **your** behalf that arose prior to **your** death.

### **Vehicle**

---

Any motor **vehicle** or motorcycle owned by **you**.

## A Cover

The insured is only covered for the specific section of cover as operative in the insurance certificate.

### Consumer Pursuit

What is insured	What is not insured
<p><b>Advisers' costs</b> to pursue a <b>legal action</b> following a breach of a contract <b>you</b> have for buying or renting goods or services for <b>your</b> private use. This includes the purchase of <b>your</b> main home. The contract must have been made after <b>you</b> first purchased this insurance and, in respect of disputes over the purchase of <b>your</b> main home, the purchase must have commenced at least 180 days after <b>you</b> first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.</p>	<p>Claims</p> <ul style="list-style-type: none"> <li>Where the amount in dispute is less than £250 plus VAT</li> <li>Involving a <b>vehicle</b> owned by <b>you</b> or which <b>you</b> are legally responsible for</li> <li>In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li> </ul>

### Personal Injury

What is insured	What is not insured
<p><b>Advisers' costs</b> to pursue a <b>legal action</b> for financial compensation for damages following an accident resulting in <b>your</b> personal injury or death against the person or organisation directly responsible.</p>	<p>Claims</p> <ul style="list-style-type: none"> <li>Arising from medical or clinical treatment, advice, assistance or care</li> <li>Arising from stress, psychological or emotional injury</li> <li>Arising from illness, personal injury or death which is caused gradually or is not caused by a specific event</li> <li>Involving a <b>vehicle</b> owned or driven by <b>you</b></li> </ul>

### Property Infringement

What is insured	What is not insured
<p><b>Advisers' costs</b> to pursue a <b>legal action</b> for nuisance or trespass against the person or organisation infringing <b>your</b> legal rights in relation to <b>your</b> main home. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after <b>you</b> first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.</p>	<p>Claims</p> <ul style="list-style-type: none"> <li>In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li> </ul>

### Property Damage

What is insured	What is not insured
<p><b>Advisers' costs</b> to pursue a <b>legal action</b> for financial compensation for damages against a person or organisation that causes physical damage to <b>your</b> main home. The damage must have been caused after <b>you</b> first purchased this insurance.</p>	<p>Claims</p> <ul style="list-style-type: none"> <li>In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.</li> </ul>

## Consumer Defence

What is insured	What is not insured
<p><b>Advisers' costs</b> to defend a <b>legal action</b> brought against <b>you</b> following a breach of a contract <b>you</b> have for selling goods (in a private capacity) for the private and personal use of another person. This includes the sale of <b>your</b> main home. The contract must have been made after <b>you</b> first purchased this insurance and, in respect of disputes over the sale of <b>your</b> main home, the sale must have commenced at least 180 days after <b>you</b> first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.</p>	<p>Claims</p> <ul style="list-style-type: none"><li>• Where the amount in dispute is less than £250 plus VAT</li><li>• Involving a <b>vehicle</b> owned by <b>you</b> or which <b>you</b> are legally responsible for</li><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.</li></ul>

## Telephone Helplines

---

### Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **you** or any member of **your** household.

Simply telephone 0344 770 1040 and quote "Discount Insurance **Family** Legal Expenses".



## B General Exclusions

### 1. There is no cover where:

- The **insured incident** began to start or had started before **you** bought this insurance
- **You** should reasonably have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- A reasonable estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute
- **You** fail to give full information or facts to **us** or to the **adviser** on a matter material to **your** claim
- Something **you** do or fail to do prejudices **your** position or the position of the **insurance providers** in connection with the **legal action**
- **Advisers' costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **we** have given **our** prior written approval
- Where **you** have other legal expenses insurance cover

### 2. There is no cover for:

- The **excess**
- **Advisers' costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary
- The amount of **advisers' costs** in **excess** of **our standard advisers' costs** where **you** have decided to use an **adviser** of **your** own choice
- **Advisers' costs** arising from any private prosecution
- Claims over loss or damage where that loss or damage is covered under another insurance
- Claims made by or against **your** insurance advisor, the **insurance providers**, the **adviser** or **us**
- Any claim **you** make which is false or fraudulent
- Defending **legal actions** arising from anything **you** did deliberately or recklessly
- The costs of any legal representative other than those of the **adviser** prior to the issue of court proceedings or a **conflict of interest** arising
- Any costs which **you** incur and wish to recover which **you** cannot substantiate with documentary evidence
- **Advisers' costs** if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims

### 3. There is no cover for any claim directly or indirectly arising from:

- Planning law
- Constructing buildings or altering their structure
- A dispute between **you** and someone **you** live with or have lived with
- A lease or licence to use property or land
- A venture for gain by **you** or **your** business partners
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- An application for a judicial review
- Defending or pursuing new areas of law or test cases
- A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**
- Professional negligence in relation to services provided in connection with a matter not covered under this insurance
- Subsidence land heave land slip mining or quarrying
- A tax or levy relating to **you** owning or living in **your** home
- A manufacturer's warranty or guarantee

### 4. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

## C Conditions

### 1. Cancellation

**You** may cancel this insurance at any time by writing to **your** insurance advisor providing fourteen days written notice. If **you** exercise this right within 14 days of taking out this insurance, **you** will receive a refund of premium provided **you** have not already made a valid claim against the insurance.

**We** may cancel the insurance by giving fourteen days notice in writing to **you** at the address shown on the certificate, or alternative address provided by **you**. No refund of premium shall be made.

### 2. Claims

- a) **You** must notify claims as soon as reasonably possible once **you** become aware of the incident and within no more than 180 days of **you** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **our** position has been prejudiced. **You** can complete and submit **your** claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively, **we** will send **you** a claim form which must be returned promptly with all relevant information.
- b) **We** may investigate the claim and take over and conduct the **legal action** in **your** name. Subject to **your** consent which shall not be unreasonably withheld **we** may reach a settlement of the **legal action**.
- c) **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **conflict of interest** arises, and **you** wish to nominate a legal representative to act for **you**, **you** may do so. Where **you** have elected to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in **excess** of **our standard advisers' costs**. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment available on request.
- d) The **adviser** will:
  - i.) Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained.
  - ii.) Keep **us** fully advised of all developments and provide such information as **we** may require.
  - iii.) Keep **us** advised of **advisers' costs** incurred.
  - iv.) Advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **we** agree in **our** absolute discretion to allow the case to proceed.
  - v.) Submit bills for assessment or certification by the appropriate body if requested by **us**.
  - vi.) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **advisers' costs** **we** may require **you** to change **adviser**.
- f) **The insurance providers** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are reasonable prospects of success.
- g) **You** shall supply all information requested by the **adviser** and **us**.
- h) **You** are responsible for any **advisers' costs** if **you** withdraw from the **legal action** without **our** prior consent. Any costs already paid under this insurance will be reimbursed by **you**.
- i) **You** must instruct the **adviser** to provide **us** with all information that **we** ask for and report to **us** as **we** direct at their own cost.

### 3. Disputes

Subject to **your** right to refer a complaint to the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **you** and **us** may, where **we** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

### 4. Reasonable Prospects

At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome.

If so, **we** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of **money** at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **your** interests

## **5. English Law**

This contract is governed by English Law.

## D Customer Services Information

### How to make a claim

As soon as **you** have a legal problem that **you** may require assistance with under this insurance **you** should telephone the Legal Helpline.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer to act for **you** and **your** problem is covered under this insurance, the helpline will ask **you** to complete and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively they will send a claim form to **you**. If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement.

In general terms, **you** are required to immediately notify **us** of any potential claim or circumstances which may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

### Data Protection Act

**Your** details and details of **your** insurance cover and claims will be held by **us** and or the **insurance providers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

### Customer Service

**Our** aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right straightaway.

If **you** are unhappy with the service that has been provided, **you** should contact **us** at the address below. **We** will always confirm to **you**, within five working days, that **we** have received **your** complaint. Within four weeks **you** will receive either a final response or an explanation of why the complaint has not been resolved yet plus an indication of when **you** will receive a final response. Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **you** will receive a final response. After eight weeks, if **you** are unhappy with the delay, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **you** cannot settle **your** complaint with **us**.

**Our** contact details are:

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD  
Tel 0344 770 9000  
Email: [claims@arclegal.co.uk](mailto:claims@arclegal.co.uk)

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Tel 08000 234 567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### Compensation

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if Arc Legal or Inter Partner Assistance cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

## **Authorisation**

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are:

Inter Partner Assistance

The Quadrangle

106-118 Station Road

Redhill

Surrey RH1 1PR

Registered No: FC008998

# Section 4 - Home Emergency Protect

## Introduction

This is **your** Home **Emergency** Protect. **Your** Contract of Insurance is made up of **your** application, policy and certificate and is based on the information **you** gave **us** when **you** applied. This policy and **your** certificate should be read together. Please check them carefully to make sure they give **you** the cover **you** want. If **your** needs change, or any of the information on which the contract is based changes, the certificate may need to be altered. Under the policy conditions **you** must tell **us** of any changes.

**We** agree to insure **you** according to the terms and conditions contained in this policy and the sections indicated in the certificate. **You** agree to pay the premium by the required date/s and keep to the conditions of the contract of insurance. This insurance is effected in England and unless otherwise agreed is subject to the laws of England and Wales.

This insurance is not an equipment maintenance contract, household building or contents policy. It complements **your** household insurance policies, providing services and benefits which are not usually available under such policies.

## Insurer

This policy is underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

**Your** Policy is arranged by Business & Domestic Insurance Services, a trading style of the Motorway Direct Plc group of companies, who are authorised and regulated by the Financial Conduct Authority (FCA), authorisation number 311741. Address: Warranty House, Savile Street East, Don Valley, Sheffield S4 7UQ.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the FCA's register by visiting the FCA's website at [www.fca.org.uk/register/](http://www.fca.org.uk/register/) or by contacting them on 0800 111 6768.

## Definitions

All through this policy there are certain words that have special meanings whenever they appear in **bold** within the policy, these are listed below:

### Authorised Service Agent/Contractor

---

The qualified service agent or organisation appointed by the **helpline** to carry out the necessary service and repairs in accordance with the Policy.

### Boiler

---

A gas fired **conventional** or **combination boiler** rated up to 200,000 BTu's (58.6KW), which heats the water for **your central heating installation**.

### Breakdown (Central Heating)

---

The actual breaking down or burning out of any component covered by the Policy arising from either a mechanical or electrical defect in the **property** causing the **central heating installation** to fail to work and require replacement or repair of the components.

### Central Heating Installation

---

The specified central heating **boiler** parts and, where applicable, the water circulation pump and specified parts of **your** central heating system. The details are shown on **your** certificate and in this Policy. It must be installed at **your property/home** and used for **domestic purposes** only.

### Combination Boiler

---

A gas fired **boiler** which heats water direct from the cold water main, does not have a separate hot water cylinder and is under fifteen years old at the start of **your** Policy.

### Conventional Boiler

---

A gas fired **boiler**, which heats and supplies hot water to a separate hot water cylinder and is under fifteen years old at the start of **your** Policy.

### Domestic Purposes

---

At least half the rooms at the **property** must be used for normal living purposes.

### Emergency

---

**Emergency** - means a sudden and unexpected event which, if not dealt with quickly would, in the reasonable opinion of the **helpline**:

- (i) have resulted in a **breakdown** of the **boiler** or
- (ii) render the **home** unsafe or insecure; or
- (iii) damage or cause further damage to the **home** and/or any of **your** belongings forming part of or normally contained within the **property/home** or
- (iv) cause personal risk to **you**.

### Endorsement

---

A change **we** make to the Policy, notified to **you** in writing by **us** or on **our** behalf.

### Geographical Limits

---

England, Scotland, Wales and, Northern Ireland.

### Helpline

---

Customer service – 0208 847 8000

24hr Home **Emergency** Assistance Insurance – 0344 573 7912

### Our/Us/We

---

UK General Insurance Limited on behalf of Ageas Insurance Limited.

**Pest**

---

Any living creature capable of causing harm, or transmitting an infecting disease.

**Property/Home**

---

**Your** principal permanent place of residence as shown on **your** certificate, including out buildings and garages of which **you** are the owner, but excluding bedsits / properties in multiple occupation, council properties, residential homes or nursing homes.

**Repairs (Central Heating)**

---

Repair work undertaken by an authorised service agent/contractor appointed by us to remedy an emergency. The cost of repairs shall include the authorised service agent/contractor's call out charge, labour charges, repair materials and VAT up to the Policy limit. Repairs and parts will be fitted on a "like for like" replacement basis.

**Repairs (Emergency)**

---

Temporary repair work undertaken by an authorised service agent/contractor appointed by us to limit or prevent damage.

**You/Your**

---

The person shown on your certificate.



## What is covered

In the event of an **emergency** occurring in **your** home, **we** will:

- a) Advise **you** on what action to take to protect yourself and **your** home;
- b) Send one of **our authorised service agents/contractors to your home** or arrange a convenient time for an **authorised service agent/contractor** to attend and
- c) Cover the cost of providing **emergency** assistance detailed under the "What **we** will pay" section of **your** Policy

## Cover provided

This cover is only provided if the **emergency** happens during the period of cover and it is caused by one or more of the following:

### Electricity supply

Complete failure or **breakdown** of the electricity supply system within **your home**.

### Primary heating system

Complete failure or **breakdown** of either the heating and/or hot-water supply provided by the **primary heating system**.

- (A) Any **boiler** with standard component(s), as supplied by the **boiler** manufacturer and fitted within the **boiler** casing that are designed to be used in the normal operation of the **boiler**.

Motorised/Selector Valves, room thermostat, time control, single water circulating pump (which must be able to be isolated without draining the system down).

- (B) Radiators (standard radiators against leaks & isolated corrosion)

Above ground internal pipe work (as long as it is easily accessible and not inside the fabric of the building).  
radiator valves, single – standard hot water cylinder (excluding the insulation jacket & immersion heater) and expansion tank. For cylinders in excess of this, a standard cylinder allowance will be made.

- (C) Labour Charges

Labour charges directly connected with the repair or replacement of failed parts of the **central heating installation at your property/home** as stated in the certificate.

The heating system must have been properly installed, maintained or repaired. We will not pay for any costs if you are unable to provide evidence, such as a service receipt or invoice, that the boiler has been serviced in the last 12 months by a Safegas registered engineer

### Plumbing and drainage

Failure of, or damage to the plumbing or drainage system which result in water damage inside **your home**. This includes:

- burst pipes;
- overflowing water tanks;
- blocked waste outlets (including toilets where there are no alternative facilities available ); and
- blocked drains.

### Uninhabitable accommodation cover

If no-one can live in **your home** as a result of an **emergency**, the **helpline** will pay all **your** reasonable costs in getting basic accommodation for one night, as long as the **helpline** approves it beforehand.

### Security and glazing

Failure of, or damage not caused by **you** to, outside locks, doors or windows which means that **your home** is no longer secure.

### Vermin

If **you** need to remove rats, mice, cockroaches, and wasps or bees nests from **your home** (this does not apply to animals and insects already in **your home** before **you** took out cover).

## Roof

Damage to the roof of **your home** caused by storm or fallen trees or branches.

## Policy Conditions

### Basis of Contract

To prevent claims on pre-existing problems, there is a 14-day waiting period from the date the Policy application is received before cover commences. Therefore in the first term of this Insurance Policy, the period of insurance is fifty weeks. Providing **you** renew before the expiry of **your** policy, no waiting period applies after **your** first years cover.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy;
- b) to make sure that all of the information supplied as part of your application for cover is true and correct;
- c) tell us of any changes to the answers you have given as soon as possible.
- d) Any outstanding premium is due.
- e) A fraudulent claim is made.

Failure to provide answers in-line with the requirement of the Act may mean that your policy is invalid and that it does not operate in the event of a claim.

### Repairs/Replacements

**Repairs** will only be carried out and/or replacement parts purchased by, the **authorised service agent contractor**. **Repairs** including labour and replacement parts will be guaranteed for 12 months. Business & Domestic and it's authorised service agent/contractor are not liable for delays due to non-availability of parts.

### Cancellation

If you decide for any reason that this policy does not meet your insurance needs then please return it to us within 14 days of issue. On the condition that no claims have been made or are pending, we will refund your premium in full.

If you wish to cancel your policy after 14 days you will be entitled to a pro-rata return of premium.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided that the premium has been paid in full you will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance document.

### Access to Inspect

**We** have the right to examine the **property** at all reasonable times during the period of insurance to ensure **your** boiler is in good working order. Prior notice will be given.

### Pre-Existing Problems

Any pre-existing defects are excluded from cover by this Contract of Insurance.

## What we will pay (Limits of Indemnity)

**We** will pay at **our** discretion up to £500 (including VAT) towards labour costs (including call out charges, materials and parts required to affect an **emergency** repair in **your home**) on any one occasion. We will not pay for more than one call out arising from the same cause.

### Replacement Parts

Where "like for like" replacement parts are unavailable due to parts being either unobtainable or obsolete, **we** will pay for the nearest suitable part/upgrade part, but **you** will be liable for any necessary additional parts and/or labour.

### Beyond Economical Repair

Where **your** boiler/system is in **our** view is uneconomical to repair, **we** will pay at **our** discretion a contribution towards the cost of a new **boiler** (once **we** are in receipt of a Gas Safe Register Authorised Engineers invoice for the fitment of a replacement **boiler**) less any outstanding premium, in line with the following allowances:

Systems/Conventional Boilers	Combination/Condensing Boilers
£250 incl. VAT 1-5 years	£250 incl. VAT

## What is not covered

1. Any event arising from circumstances known to **you** prior to the commencement date of this insurance, including any parts known to be failing or in need of attention/repair. Including claims arising as a result of wear and tear.
2. Damage, which is accidental or otherwise, caused by external means, including those caused by failure or disconnection of gas, electric, oil or water supplies.
3. Any occurrence where there is a risk of exposure to materials or fixtures containing asbestos or related products.
4. Any legal liability to any third party following damage or injury, loss of use, delay or any other subsequent loss.
5. Any failure of insured parts during the period when they are covered by the relevant manufacturers/contractor's guarantees or warranties or insured parts covered through non compliance with the manufacturer's operating instructions.
6. Any inherent or recurring manufacturer's design fault or defect.
7. Non functional decorative parts, trim or casing, the **repairs** or replacement of immersion heaters, designer or cast iron radiators, steel piping, solar heating system, cesspits, septic tanks and central-heating fuel tanks, non standard radiators or towel rails.
8. Any operational procedure or adjustment to the **central heating installation** described in the manufacturers operating instructions; i.e. venting radiators, turning off or lighting up of pilot lights, adjustment to time switches or other controls.
9. Replacing washers, clearing air locks, blocked pipes, poor circulation, balancing of radiators, non standard radiator valves, or work arising in the opinion of the **authorised service agent/contractor** from an incorrect installation.
10. Descaling or desludging and any work arising from damage caused by hard water scale, rust or sludge deposit or from damage caused by corrosive water or water with a high chemical content.
11. Fuel lines to and flue ducts from the boiler, including gas leaks between the gas meter and appliance. Ducting, flues and warm air vents.
12. Any water pressure adjustments on sealed central heating installations, except in connection with a breakdown or failure covered by this policy.
13. Items designed to be regularly replaced in the normal operation of the boiler such as burner nozzles, fuses, filters etc.
14. Water circulating pumps not capable of being isolated by a valve either side of the pump or renewed without draining down. Pumps that have pipe work connections of 1 inch bore or greater, or a motor rating of 178 watts single phase. Pumps installed in secondary or direct hot water systems.
15. Any costs incurred due to boiler or system noise and/or where no fault is found or any intermittent faults
16. Unvented or pressurised hot water cylinders.
17. Cost of any draining down where no appropriate draining facility is available.
18. Refilling the system with additives such as corrosion inhibitor.
19. Additional pipe work or wiring due to replacement parts being fitted.
20. Replacement filling loop or replacement of steel pipes, non-standard cylinders and tanks.
21. Showers and associated pumps, bath, sink and water basin taps. Dripping or running overflows or steel water pipes.
22. No claim will be paid if it results from any of the following:
  - Damage or failure outside the boundary of the home.
  - Deliberate disconnection, withholding, or interruption of mains services to the home.
  - Loss or damage resulting from a wilful act.
  - Any legal liability or subsequent loss arising from any delay in providing the services to which it relates.
  - Any costs arising as a result of failure to service the boiler/system or in accordance with the manufacturer's instructions.
  - Damage resulting from lack of proper maintenance/incorrect installation.
  - Shared pipe work leading to or from other properties.
23. Where at any time in the opinion of the authorised service agent/contractor the boiler or system is installed incorrectly, is unsafe or is fitted with the incorrect component.
24. Energy management systems and their controls.
25. Costs that have not first been notified through the correct helpline and carried out by the authorised service agent/contractor.
26. Any costs in excess of the limits of cover. You are responsible for agreeing and settling these directly with the contractor.
27. Loss or damage of any kind directly caused by war, hostilities, riots, fire, lightning, explosions, storms, tempest, floods, frost, or other climatic conditions, subsidence, strike or lock-out..

28. Any defect, damage or breakdown caused through malicious or wilful action, negligence, misuse or third party interference including any attempts to repair, modify or install.
29. Any claim or event where the property/home has remained unoccupied for more than 30 days.
30. Any fixtures including wiring and earthing where its replacement is solely necessary as a result of changes in legislation or health and safety guidelines.
31. Insured parts not easily accessible or enclosed inside the fabric of the building including under-floor heating.
32. Costs incurred where you have been advised of a need to carry out permanent repair work to avoid repetitive situations leading to emergencies. Including maintenance preventative damage and extensive corrosion.
33. **Boilers** which exceed the age limit of the **policy**
34. Accidental damage to glass or replacement glass.
35. Any matters relating to security alarms.
36. Any damage caused by the **approved engineer** in gaining access to the **home** due to the failure of the locks or removing an appliance or any equipment from its operation position in order to effect an **emergency** repair;
37. Loss or damage to any **home**, or any resulting loss or expense or any legal liability directly or indirectly caused by, contribution to, by, or arising from:
  - 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 properties of any nuclear assembly or nuclear component of such assembly;
38. Pests kept as domestic pets or for commercial purposes. Boring insects and woodworm
39. Complete failure or **breakdown** of either the heating and/or hot-water supply provided by the **primary heating system** where the **primary heating system** has not been properly serviced on an annual basis.

## How to claim

If **your property/home** suffers an **emergency** covered under this **Policy**:

FIRST CHECK TO SEE IF THE EMERGENCY IS COVERED AND WHETHER IT IS SOMETHING YOU CAN CORRECT YOURSELF SUCH AS –

If your radiators are not getting hot - a cold radiator may just require re-venting.

If **you** have no heating or hot water - a pilot light may have gone out which may need re-lighting or **your** room thermostat and time control may not be correctly set.

There will be a charge if the **authorised service agent/contractor** is called to attend for one of the above problems.

If the problem is not corrected by any of the above, contact the **helpline** as soon as possible and arrange for the **repairs** to be carried out (subject to the notes below). If **you** require the **authorised service agent/contractor** to use a security password, please notify the **helpline** at the time of your call.

The **authorised service agent/contractor** must carry out all **repairs; we** will not accept repair bills from any other company. Once the **repairs** are completed to **your** satisfaction, simply sign the attendance record and **we** will settle the claim with the **authorised service agent/contractor** directly.

The **approved service agent/contractor** will charge all costs covered by the insurance directly to **us**. **You** will be asked to pay:

- a) **call-out** charges if there is no-one at the **property** when the **engineer** arrives;
- b) work in excess of the **claim limit**;
- c) fitting replacement parts or components of a superior specification to the original at **your** request.
- d) If at the time of requesting assistance the **helpline** do not have a record of **your** policy on file, the **helpline** will require credit or debit card details to be provided prior to the attendance of an **approved engineer**.

Any failure of the **central heating installation** where the cost of repair is estimated by the **authorised service agent/contractor** to exceed £250 (incl. VAT), may only be repaired with **our** authorisation.

An abortive call charge of £20 plus VAT will be applied, should **you** not meet an agreed appointment made by the **authorised service agent/contractor**.

Should the **authorised service agent/contractor** not meet an agreed appointment with you, **we** will confirm non-attendance directly with the **authorised service agent/contractor** and pay a £10.00 reimbursement to **you**.

Our **authorised service agent/contractor** will only attend where an adult over 18 years of age is present, or else **you** will be liable for an abortive call charge.

IMPORTANT- Please note

Please quote the policy number shown on the certificate on all correspondence.

In the event that a repair exceeds the policy limit or takes the amount claimed during the period of cover over the policy limit, you will be asked if you wish the repairs to be completed and if necessary be asked to pay any amount in excess of the policy limit.

## Requesting Assistance

First check the circumstances are covered within the terms of this policy and under the product **you** have purchased. Having done this telephone **us** stating **your** Policy Number, on:

0344 573 7912

MAJOR EMERGENCIES WHICH MAY RESULT IN SERIOUS DAMAGE OR DANGER TO LIFE OR LIMB SHOULD IMMEDIATELY BE ADVISED TO THE PUBLIC SUPPLY AUTHORITY, OR IN CASE OF DIFFICULTY, TO THE PUBLIC EMERGENCY SERVICES. SUSPECTED GAS LEAKS MUST ALWAYS BE REPORTED TO THE NATIONAL GAS EMERGENCY SERVICE ON: 0800 111 999

## Customer Service

### Telephone Calls

As part of **our** customer service commitment, **we** may record **your** telephone call with **our** representatives to monitor and improve the quality of services **we** provide.

### Complaints

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the complaints procedure below:

For complaints relating to policy sales, in the first instant please contact:

Business & Domestic Insurance Services  
Building A  
Venture House  
Arlington Square  
Bracknell  
Berkshire  
RG12 1WA

Telephone: +44 (0) 1344 706015  
Fax: +44 (0) 1344 668437  
Email: [info@businessanddomestic.co.uk](mailto:info@businessanddomestic.co.uk)

If your complaint about the policy cannot be resolved by the end of the next working day Business & Domestic Insurance Services will pass it to:

Customer Relations Department  
UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ

Telephone number: 0345 218 2685  
Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

For complaints relating to claims, please contact:

CET Structures Limited  
Unit 2 E2 First Floor,  
Boundary Court,  
Willow Farm Business Park,  
Castle Donington,  
Leicestershire,  
DE74 2NN

Telephone number: 01332 818139  
Email: [customer.relations@cet-uk.com](mailto:customer.relations@cet-uk.com)

In the unlikely event that the complaint is still not resolved to **your** satisfaction, **you** may refer to the Financial Ombudsman Service whose address is Exchange Tower, Harbour Exchange, London, E14 9SR, telephone number 0800 023 4567 or 0300 123 9123. Please note **you** have six months from the date of our final response in which to refer **your** complaint to the Financial Ombudsman. Referral to the Ombudsman will not affect **your** right to take legal action against **us**. None of the above affects any right of legal action **you** may have.

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

## Compensation Scheme

Ageas Insurance Ltd is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if Ageas Insurance Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claim. For claims against insurers 90% of the claim is covered with no upper limit.

Further information about the compensation scheme is available from [www.fscs.org.uk](http://www.fscs.org.uk) or by phoning 0207 892 7300.

## Data Protection Act 1998

Please note that any information provided to **us** will be processed by us and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

## Privacy Notice

The following applies to sections 1, 2 and 3 of this policy.

Please read this notice carefully as it contains important information about **our** use of **your** personal information.

In this notice, **we** and **us** and **our** mean Ageas Insurance Limited. **Your** personal information means any information **we** hold about **you** and any information **you** give **us** about anyone else. **You** should show this notice to anyone else **insured** or proposed to be **insured** under **your** policy as it will also apply to them. It explains how **we** use all the information **we** have about **you** and the other people **insured** under **your** policy. Please note that if **you** give **us** false or inaccurate information this could give **us** the right to avoid **your** insurance policy or it could impact **your** ability to claim.

## Sensitive information

Some of the personal information that **we** ask **you** to provide is known as "sensitive personal data". This will include information relating to health issues, race, religion and any criminal convictions. **We** need to use sensitive personal data to provide **you** with quotes, arrange and manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims).

## How we use your personal information

**We** are part of the Ageas group of companies. **We** may share **your** personal information with other companies in the group for any of the purposes set out in this notice. If **you** want to know more about the Ageas group please go to [www.ageas.co.uk](http://www.ageas.co.uk).

**We** will use **your** personal information to arrange and manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and information to **you** or **your** insurance adviser. **We** will also use **your** personal information to assess **your** insurance application and provide information to credit reference agencies.

**We** may have to share **your** personal information with other insurers, statutory bodies, regulatory authorities, **our** business partners or agents providing services on **our** behalf and other authorised bodies.



**We** will share **your** personal information with others:

- if **we** need to do this to manage **your** policy with **us** including settling claims;
- for underwriting purposes, such as assessing **your** application and arranging **your** policy;
- for management information purposes;
- to prevent or detect crime, including fraud;
- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); and/or
- if **you** have given **us** permission.

**We** use a number of service providers to support us, including companies who may be based outside Europe.

**You** can ask for further information about **our** use of **your** personal information. If **you** require such information, please write to the Data Protection Officer at the address set out on the next page.

### Preventing and detecting crime

**We** may use **your** personal information to prevent crime. In order to prevent crime **we** may:

- check **your** personal information against **our** own databases;
- share it with fraud prevention agencies. **Your** personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **you** make an application to them for financial products (including credit, savings, insurance, stockbroking or **money** transmission services). If such companies suspect fraud, **we** will share **your** relevant personal information with them. The information **we** share may be used by those companies when making decisions about you. **You** can find out which fraud prevention agencies are used by **us** by writing to **our** Data Protection Officer at the address set out on the next page; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. For details relating to information held about **you** on the Claims and Underwriting Exchange please visit [insurancedatabases.co.uk](http://insurancedatabases.co.uk). **We** may pass information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

### Dealing with others on your behalf

To help **you** manage **your** insurance policy, subject to answering security questions, **we** will deal with **you** or **your** husband, wife or partner or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy or a claim relating to **your** policy. For **your** protection only **you** can cancel **your** policy or change the contact address.

### Marketing

**We** may use **your** personal information and information about **your** use of **our** products and services to carry out research and analysis.

**We** will only use **your** personal information to market **our** products and services to **you** if **you** agree to this.

### Monitoring and recording

**We** may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

### Security

**We** will take appropriate technical, physical, legal and organisational measures, to protect **your** personal information. Some of **your** personal information may on occasion, be sent through **our** email system. **Our** email system is operated by a third party and uses servers located outside of the EEA which are shared with other parties. **We** ensure that any such transfer of **your** personal information through **our** email system is secure and complies with UK data protection law and guidance.

### Reinsurance use

**We** also use the services of re-insurance companies based outside the European Economic Area. If **we** do this **we** will ensure they provide an appropriate level of protection for **your** information.

## Further information

**You** are entitled to receive a copy of any of **your** personal information **we** hold. If **you** would like to receive a copy, or if **you** would like further information on, or wish to complain about, the way that **we** use **your** personal information, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA giving **your** name, address and insurance policy number. **We** may charge **you** a small fee for this. If **we** change the way that **we** use **your** personal information, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

## Policy Conditions

### 1 Compliance with conditions

These conditions apply to all sections of the policy and to all extensions. **You** and all members of **your family** permanently residing with **you** must comply with the terms and conditions of this policy. Any person or entity seeking the benefit of this policy shall be deemed to have notice of its terms, conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may reasonably be capable of applying to and being complied with by such person or entity.

### 2 Your duty to prevent loss or damage

- a **You** and any person seeking the benefit of this policy must take all reasonable steps to protect the property and prevent accidents, injury, illness, loss or damage and to maintain the property in sound condition and good repair.
- b **You** and any person seeking the benefit of this policy should take all reasonable steps to prevent loss or damage as a result of any item failing to correctly recognise the date change to the year 2000 or any other date change.

### 3 Your personal representatives

If **you** die, **we** will insure **your** legal personal representatives for any liability **you** had previously incurred under the policy, provided they fulfil the terms of the policy.

### 4 Changes in circumstances

**You** must inform **us** as soon as possible of any changes which may affect this insurance. For example:

- a If **you** change address or the number of **bedrooms** is increased.
- b **You** or **your family** being convicted of a criminal offence (other than driving offences).
- c If the **home** is to be left **unoccupied** for more than 60 consecutive days.
- d If the sums insured shown in the **certificate** are not adequate.
- e A change in occupancy or use of the **home** address.

### 5 Cancellation

**We** may cancel this policy by giving **you** 21 days notice by letter at **your** last known address. If **we** cancel the policy **we** will refund premium paid for the unexpired period of insurance. Notice given to **you** shall be deemed to be notice given to any person or entity who is or maybe seeking to claim any contractual right to any benefit under this policy. **You** may cancel this policy by giving **us** 21 days notice. Providing **you** have not made a claim and as long as no incidents have arisen that could result in a claim under the policy, **you** may be entitled to a refund of premium for the unexpired period of insurance.

### 6 Cooling-off period

If **you** decide not to proceed with this policy, please return it within 14 days of receipt. Providing **you** or **your family** have not made a claim and as long as no incidents have arisen that could result in a claim under the policy, **we** will refund any premium **you** have paid. If a claim has been paid or an incident has occurred which may give rise to a claim **we** will make a charge amounting to 20% of the annual premium.

### 7 Fraudulent claims

**We** will not pay for any claim that is in any way fraudulent or exaggerated, or if **you** or anyone acting for **you** uses fraud to get benefits under the policy. If **you** do, **we** will cancel the policy and **we** will not refund any premiums.

### 8 Arbitration

Where **we** have accepted a claim but there is disagreement over the amount payable, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law in force at that time. When this happens legal proceedings cannot be started against **us** until the arbitrator has reached a decision.

### 9 Other Insurances

If at the time of any loss, damage or liability arising under the policy there is any other Insurance covering the same loss, damage or liability **we** will pay only **our** rateable proportion.

### 10 Notification of a Claim

When **you** become aware of a possible claim under this policy, **you** must notify **us** in writing as soon as reasonably possible. The police must be advised immediately of any loss or damage arising from theft, attempted theft, vandalism, riot, malicious act, labour or political disturbance

or accidental loss of property. **You** must, at **your** own expense, provide **us** with all the details and evidence, including written estimates and proof of ownership or value. Any letter of notification or any writ, summons or other legal document served on **you** or **your family** in connection with a possible claim must be sent to **us** immediately. **You** must not answer any correspondence or admit, deny or negotiate any claim without **our** written consent.

#### **11 Company's rights after a claim**

**We** or **our** representatives will be entitled to enter any building where loss or damage has occurred and deal with any salvage, but no property may be abandoned to **us**. **We** may conduct, in **your** name and on **your** behalf, the defence or settlement of any legal action and take proceedings at **our** own expense and for **our** own benefit, but in **your** name, to recover compensation from any third party in respect of anything covered by this policy.

#### **12 Payment of Premium**

Where payment of premium is not made any cover provided by this policy will be inoperative from the date such premium was due.

Where the premium is being paid under Creditplan the due date will be in accordance with the Repayment Schedule. Where the policy is cancelled mid term and a claim has occurred and been paid by **us** during the period of insurance in which the policy is to be cancelled, refund of premiums will be made at **our** discretion.

#### **13 Payment of Claims**

In the event of a claim being made under this policy and the premium is being paid under Creditplan **we** may deduct from any settlement any outstanding premium payment. The maximum limit placed on any benefit or indemnity of any kind payable under this policy shall not be increased by the number of persons or entities that may be entitled to claim contractual rights under this policy and **our** maximum liability shall not thereby be increased above the amount that would have been payable if **you** were the only person or entity that was entitled to contractual rights under the policy. Where more than one person or entity is entitled to seek any benefit or indemnity of any kind under this policy **we** shall not be under any duty to inquire into or investigate the priority of any such persons or entities and receipt of any such person or entity shall be deemed to be given on behalf of all such persons or entities that may be entitled to contractual rights under the policy.

#### **14 Law Applicable to the Policy**

**You** and **the company** are free to choose the law applicable to this contract but in the absence of agreement to the contrary the law of England and Wales will apply

## General Policy Exclusions

### What is not insured by this policy

- 1 Loss or damage to any property, or any legal liability, directly or indirectly caused by or contributed to or arising from:
  - a ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;  
This exclusion does not apply to Accidents to Domestic Employees section 2(M);
  - b war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;  
This exclusion does not apply to Accidents to Domestic Employees section 2(M); or
  - c pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 2 Any loss suffered by **you** or **your family** due to any person obtaining property by deception.
- 3 Any loss or damage to the property resulting from theft, attempted theft or malicious acts by **you** or any member of **your family**.
- 4 Loss or destruction of, or damage to, any property, or death of or bodily injury to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.  
All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
- 5
  - a Direct or indirect loss, damage, derangement or malfunction of any **insured** item or any part thereof where such loss, damage, derangement or malfunction occurs as a result of:
    - i a failure of that item or any part thereof to correctly recognise the date change to the year 2000 or any other date change; or
    - ii computer viruses.
  - b Legal expenses or legal benefits or liability arising from (a) above.

### Except

Where the loss or damage would fall to be dealt with by virtue of the operation of causes 1 to 11 inclusive under section 1 **buildings** and section 2 **contents** of this policy.

- 6 Loss, damage, cost or expense of whatever nature arising directly or indirectly from an act of **terrorism** regardless of any other cause or event contributing at the same time or in any other sequence to the loss. This exclusion does not apply to Accidents to Domestic Employees section 2(M).
- 7 Any loss or damage caused by wear and tear, gradual deterioration, depreciation, cleaning, restoring, reproofing, light, atmosphere, parasites, vermin, insects, moths, mould, fungus or any other gradually operating cause.
- 8 Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or any costs not directly incurred as a result of the loss.

**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  
TENANT REFERENCING

**DISCOUNT INSURANCE**

The Business Exchange,  
26/28 Hammersmith Grove  
London, W6 7BA  
Tel: 020 8847 8000  
Fax: 020 8847 8001

Discount Insurance is a trading style of Home and Travel Ltd  
Home and Travel Limited are registered in England and Wales Reg. No. 7270270 and are authorised and regulated by the  
Financial Conduct Authority 533383. The registered office is 28 Ridgeway Road, Isleworth, Middlesex, TW7 5LA.

Amlin UK is a trading name of Amlin UK Limited. Amlin UK Limited is wholly owned by and an Appointed Representative of Amlin  
Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and  
the Prudential Regulation Authority under reference number 204918. Amlin UK Limited is registered in England No. 2739220.  
Registered office: St Helen's, 1 Undershaft London EC3A 8ND.