

POLICY TERMS & CONDITIONS

DISCOUNT
insurance

**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 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. **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
• Our complaints procedure	22
• Special clauses and policy exclusions	24

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

Our complaints procedure

Who to contact in the first instance

Discount Insurance values the opportunity to investigate any concerns you may have about any aspect of our service and are committed to handling all complaints fairly, thoroughly and promptly. Contact details are provided below.

Discount Insurance
The Business Exchange,
26/28 Hammersmith Grove
London
W6 7BA

You can telephone on 0208 847 8000 or e-mail: info@discountinsurance.co.uk

If your complaint cannot be resolved straight away, Discount Insurance will pass the complaint to us to deal with.

We are dedicated to providing **you** with a high standard of service and **we** want to ensure **we** maintain these standards at all times. If **you** wish to make a complaint directly with **us**, **you** can do so at any time by referring the matter to **us** at:

Complaints Manager,
Amlin Underwriting Limited,
St Helen's,
1 Undershaft,
London EC3A 8ND.
E-mail: aulcomplaints@amlin.co.uk
Telephone: 020 7746 1300

Next steps if **you** are not happy with the response provided

If **your** complaint cannot be resolved by **us**, or if **you** remain dissatisfied, **you** may refer **your** complaint to Lloyd's, who will investigate and assess this complaint. Lloyd's contact details are as follows:

Lloyd's Policyholder & Market Assistance Team at Lloyd's:
Policyholder & Market Assistance,
Market Services, Lloyd's,
One Lime Street,
London EC3M 7HA.

E-mail: complaints@lloyds.com
Telephone: 020 7327 5693
Fax: 0207 327 5225

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

Ultimately, should **you** remain dissatisfied with Lloyd's final response, **you** may, if eligible, refer **your** complaint to the Financial Ombudsman Service (FOS). Please note that **you** are able to escalate **your** complaint to FOS within six months from the date of Lloyd's final response letter. Details of who is eligible to refer a complaint to the FOS can be found on their website at www.financial-ombudsman.org.uk

Compensation

The Financial Services Compensation Scheme (FSCS)

Amlin and Discount Insurance are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations to you. Further information is available on www.fscs.org.uk or you may contact the FSCS on **0800 678 1100 or 0207 7421 4100**

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.

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 vapourisation due to a defective oil-fired heating installation. vapourisation 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.

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- TENANT REFERENCING

DISCOUNT INSURANCE

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

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