

POLICY TERMS & CONDITIONS



RESIDENTIAL LANDLORD BUILDINGS & CONTENTS INSURANCE

Discount Insurance

Introduction

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

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

This insurance offers a comprehensive cover, as well as extended options - please refer to **your** insurance **certificate** and statement of fact for **your** cover level. If **you** have any questions, please contact **us** on 020 847 8000 or free phone 0800 294 4522.

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 **Discount Insurance a** trading style of Home and Travel Limited through RGA Underwriting Limited and is underwritten by Liverpool Victoria Insurance Company Limited trading as LV=

Liverpool Victoria Insurance Company Ltd are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Home and Travel Limited and RGA Underwriting Limited are authorised and regulated by the Financial Conduct Authority.

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

Landlord Household Insurance Policy

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Your Policy

The **insurer**, in consideration of the payment of the premium, shall provide insurance against **damage** or liability occurring at any time during the **period of insurance** (or any subsequent period for which the **insurer** 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**, statement of fact, and **certificate** form the basis of a legal contract between **you** and the **insurer**.

It is therefore essential that the statement of fact and **certificate** are accurate and true to the best of **your** knowledge and belief.

If the statement of fact and/or **certificate** are inaccurate or untrue it may affect **your** rights under the **policy**

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 Our Complaints Procedure on page 30.

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

You will be liable for the first **excess** amount of each and every claim as shown on the **certificate** and statement of fact. Where more than one **excess** applies to a claim, the higher **excess** will always apply.

You may cancel **your policy** at any stage during the **policy** term; in any event, **you** are entitled to 14 days, from receipt of documents, in which to consider the content of **your** insurance **policy** and the extent of cover.

Please refer to the Cancellation Condition on page 23 for full details.

Choice of Law and Language of the contract of insurance

Both parties to this contract have a choice as to which law should be applied. In the absence of written agreement to the contrary English law applies to this contract

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 these places that **you** live in.

Unless otherwise agreed, the language of this contract of insurance shall be English.

Important Helplines

Customer Services	020 8847 8000
Claims	0800 294 4522 or 020 8847 8007

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

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

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

Definitions

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

Accidental

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

Act of Terrorism

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

Bodily Injury

Death, injury, disease or illness

Business

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

Certificate

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

Consequential Loss

Loss resulting from interruption or interference with the **business** carried on by **you** at the **premises** in consequence of **damage**

Contents

Contents comprising:

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

Damage

Material loss, destruction or damage.

Discount Insurance

Discount Insurance is a trading style of Home and Travel Limited, an independent insurance intermediary arranging this insurance through RGA Underwriting Limited.

Domestic Employee(s)

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**.

Empty or Unoccupied

The whole or part of the **property** or the **flat** is either:

- Not currently lived in by **you**, a tenant, or a person **you** have authorised; or
- Without enough furniture for normal living purposes.

For the purposes of this definition, empty or unoccupied does not include periods of annual leave of 30 consecutive days or less by the **resident/tenant**.

Endorsements

Any variation or addition to the terms.

Excess

The amount for which **you** are responsible and which will be deducted from any payment under this **policy** after the application of all other terms and conditions of the **policy**. The excess amounts that apply to **your policy** are shown in **your certificate** and statement of fact.

Flat

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

Insurer/Our/Us/We

Either Liverpool Victoria Insurance Company Limited as insurers or Home and Travel Limited as arrangers and RGA Underwriting Limited as administrators of **your policy** as the context may require.

Money

Cash, bank currency notes, cheques, postal orders, money orders, unused postage stamps, National Insurance stamps, trading stamps, luncheon vouchers, credit company sales vouchers, Value Added Tax purchase invoices, lottery and other prize scratch cards, utility vouchers, top up cards and mobile phone vouchers held in connection with the **business** belonging to **you** or for which **you** are legally liable

Non-standard Construction

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

Offshore Installation

- a) Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation;
- b) Any installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity;
- c) Any pipe or system of pipes in the sea or tidal waters;
- d) Any accommodation installation for persons who work on or from the locations specified above.

Period of Insurance

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

Policy

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

Pollution or Contamination

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

Premises

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

Private Dwelling

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

Products Supplied

Any goods or other property including containers, packaging, labelling and instructions for use, sold, supplied, delivered, erected, repaired, serviced, altered, treated, installed, processed, manufactured or tested by **you** in connection with the **business**.

Property

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

Unless shown differently in the **certificate**, the property insured is understood and agreed to be of **standard construction**.

Proposal

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

Resident

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

Standard Construction

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

Sum Insured

The amount of cover which represents:

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

Territorial Limits

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

You/Your

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

Section 1 – Buildings

1 What is insured?

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

You will be liable for the first **excess** amount of each and every claim as shown on the **certificate** and statement of fact. Where more than one **excess** applies to a claim, the higher **excess** will always apply.

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

2 Perils Insured

- a) Fire, smoke, explosion, lightning or earthquake but not for:
- **Damage** whilst the **property** is left **empty or unoccupied**, unless the conditions under subsection 4 Empty or Unoccupied Property Conditions are met.
- b) Theft or attempted theft involving entry to or exit from the buildings at the **property** by forcible and violent means or actual or threatened hold up assault or violence but not for:
- **Damage** by **you**, any member of **your** family, any **domestic employee**, any **resident** or any other person lawfully on the **premises** or through deceit of any of these persons;
 - **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 4 Empty or Unoccupied Property Conditions are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.
- c) Riot, civil commotion, labour and political disturbances and strikes but not for:
- **Damage** whilst the **property** is left **empty or unoccupied**, unless the conditions under subsection 4 Empty or Unoccupied Property Conditions are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.
- d) Malicious **damage** and vandalism but not for:
- **Damage** by **you**, any member of **your** family or any **domestic employee**, or any **damage** caused intentionally by any **resident** or any other person lawfully on the **premises**;
 - **Damage** caused as a result of the **property** being used for illegal activities;
 - **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 4 Empty or Unoccupied Property Conditions are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.
- e) Aircraft, other aerial devices and anything falling from them.
- f) Impact by:
- Vehicles;
 - Trains;
 - Animals but not for **damage** by domestic pets;
 - Falling trees, telegraph poles or lamp-posts but not for **damage** caused by trees being cut down or cut back within the **premises**;
 - Falling aerials or masts;
 - Falling television satellite dishes;
- g) Storm or flood but not for:
- **Damage** by frost;
 - **Damage** to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths, and drives;
 - **Damage** caused by subsidence, heave or landslip;
 - **Damage** caused by the escape of water from any fixed domestic water or heating installation;
 - **Damage** attributed solely to the change in the water table;
 - **Damage** whilst the property is left empty or unoccupied, unless the conditions under subsection 4 Empty or Unoccupied Property Conditions are met;

- **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.
- h) Subsidence or heave of any part of the site on which the **property** stands or landslip but not for:
- **Damage** to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives unless the main building of the **property** is damaged at the same time by the same cause;
 - **Damage** caused by structures bedding down or settlement of newly made up ground;
 - **Damage** caused by coastal or river erosion;
 - **Damage** caused by faulty or defective workmanship, materials or design;
 - **Damage** caused directly or indirectly by maintenance and normal redecoration;
 - **Damage** to solid floor slabs or **damage** resulting from their movement unless the foundations beneath the outside walls of the main building of the property are damaged at the same time by the same cause;
 - **Damage** for which compensation has been provided, or would have been but for the existence of this insurance under any contract or legislation or guarantee;
 - **Damage** which originated before the cover under **your policy** started;
 - **Damage** at the **property** resulting from:
 - Demolition, construction, structural alteration or repair of any **property**;
 - Ground works or excavation;
- i) The escape of water from or the freezing of any fixed domestic water or heating installation but not for:
- Wet or dry rot, rust, corrosion or other wear, tear and deterioration;
 - **Damage** caused by gradual emission;
 - **Damage** caused by faulty or defective workmanship, materials or design;
 - **Damage** caused directly or indirectly by maintenance and normal redecoration;
 - **Damage** caused by subsidence, heave or landslip;
 - **Damage** to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives;
 - **Damage** whilst the **property** is not suitable for normal habitation;
 - **Damage** to apparatus from which water has escaped other than frost **damage**;
 - **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 4 Empty or Unoccupied Property Conditions are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days;
- j) The escape of oil from a fixed oil-fired heating installation including smoke and smudge **damage** by vaporisation due to a defective oil-fired heating installation, but not for:
- Rust, corrosion or other wear, tear and deterioration;
 - **Damage** caused by gradual emission;
 - **Damage** caused by faulty or defective workmanship, materials or design;
 - **Damage** caused directly or indirectly by maintenance and normal redecoration;
 - **Damage** caused by subsidence, heave or landslip;
 - **Damage** to domestic fixed fuel-oil tanks in the open;
 - **Damage** whilst the **property** is not suitable for normal habitation;
 - **Damage** to apparatus from which oil has escaped;
 - **Damage** whilst the **property** is left **empty or unoccupied**.

3 Extensions

The **policy** will pay for:

a) Additional Expenses.

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

- Architects surveyors and legal fees;
- The costs of clearing debris from the site or demolishing or shoring up or boarding up any part of the **property**;
- Other costs to comply with Government or Local Authority requirements but not:
 - Any expenses incurred in the preparation of a claim or an estimate of loss;
 - Any expenses incurred when notice of Government or Local Authority requirements were served before the **damage** occurred.

b) Underground Services, Pipes Cables and Drains.

The cost of repairing **accidental damage** to underground services supplying/serving the buildings (and their inspection covers) for which **you** are responsible; including the cost of breaking into and repairing pipes and drains for which **you** are responsible; between the main sewer and the buildings following a blockage, but not for:

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

c) Trace and Access.

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

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

d) Breakage of Glass Ceramic Hobs and Sanitary Fixtures.

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

- The replacement cost of any part of the item other than the broken glass;
- **Damage** which is not **accidental** and unforeseen;
- **Damage** whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation;
- **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 4 Empty or Unoccupied Property Conditions are met;
- **Damage** caused by faulty or defective workmanship, materials or design;
- **Damage** caused directly or indirectly by maintenance and normal redecoration;
- **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.

e) Loss of Rent or Alternative Accommodation Expenses.

- Rent (including ground rent and management charges) **you** should pay or should have received up to a maximum period of 36 months but have lost due to a Peril Insured damaging the **property** and making it uninhabitable;
or
- The costs of reasonable alternative accommodation for any **resident** and temporary storage of their furniture and the reasonable cost of reasonable accommodation in kennels or catteries for their dogs and cats;

While **your property** is unfit to live in or access to the **property** is denied as a result of **damage** insured by this **policy** but not any amount in excess of 30% of the **sum insured**.

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

Provided that **we** will not be liable under this Extension where a claim is paid under Extension 3a) of Section 2 – Contents and which arises from the same event.

f) Landscaped Gardens.

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

What **you** are not insured for:

- Any amount in excess of £5,000;
- **Damage** whilst the **property** is left **empty or unoccupied**.

g) Replacement of Locks and Keys.

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

What **you** are not insured for:

- Any amount in excess of £500 in respect of any one **property**, in any one **period of insurance**;
- **Damage** whilst the **property** is left **empty or unoccupied**.

h) Accidental Loss of Oil and Metered Water.

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

What **you** are not insured for:

- **Damage** caused by faulty or defective workmanship, materials or design;
- **Damage** caused directly or indirectly by maintenance and normal redecoration;
- Any amount in excess of £5,000;
- **Damage** whilst the **property** is left **empty or unoccupied**.

i) 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** or to combat **damage** caused by a Peril Insured to the **property**. The most **we** will pay for any event or incident is £5,000 in any one **period of insurance**.

We will not pay:

- Any cost incurred following **damage** caused by the police in the course of criminal investigations;
- Where this is a result of unlawful activities at the **property**.

j) Theft of Fixed Fabric of the Property.

Theft of the fixed fabric of the **property**, including fixed external CCTV equipment and security lighting, where buildings are shown as insured on the **certificate** but not for:

- Any amount in excess of £2,000 in respect of any one claim;
- **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 4 Empty or Unoccupied Property Conditions are met;
- **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.

k) Sale of Property Insured.

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

4 Empty or Unoccupied Property Conditions

- a) **We** must be notified as soon as possible, but in any event within 30 days, whenever a **property** becomes **empty or unoccupied**. **We** shall have the right to change the terms and conditions of **your policy** and **you** must implement any risk improvement measures that **we** require within the agreed timescales and pay any additional premium if required.
- b) **We** will not pay for any claim under Section 1, subsection 2 Perils Insured a), b), c), d), g), or i) or subsection 3 Extensions d) and j) in respect of any **property** which is **empty or unoccupied** unless:
- The **premises** are inspected at least once during each 7 days by **you** or **your** appointed representative;
 - The water, gas and electricity supplies are turned off at the mains and the water system drained;
 - Door, door locks and windows identified as being suitable for external use must be fitted and used at all times;
 - All refuse and waste materials are removed from the interior of the **premises** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**.
- Failure to comply with any part of this subsection may invalidate a claim.

5 Clauses and Conditions to Section 1

- a) Maintenance.

It is a condition precedent to the liability of the **insurer** in respect of **damage** to **property** that:

- Such property is maintained and in a good state of repair or
- Is immediately available for occupation.

- b) Extensions and Alterations.

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

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

- c) Mortgage or Other Interests.

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

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

- d) Inflation Protection.

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

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

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

- e) Flat Roof Clause

It is a condition precedent to the liability of the **insurer** under this Section 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.

6 Exclusions Specific to Section 1

- 1 This Section does not cover **damage** directly or indirectly caused:
- To **property** caused by **pollution or contamination** unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**;
 - To **property** caused by **pollution or contamination** which was the result of a deliberate act or expected and not the result of a sudden, unexpected, and identifiable incident;
 - To **property** undergoing any process involving the application of heat;
 - By an **act of terrorism**.
- 2 This Section does not cover **damage** directly or indirectly caused by:
- Disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information;
 - Wear, tear, deterioration, or any gradually operating cause;
 - 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, renovation, repair, or alteration;
 - Vermin, insects, chewing, scratching, tearing, or fouling by pets or domesticated animals;
 - Electrical or mechanical breakdown;
 - Faulty or defective workmanship or materials;
 - Maintenance or normal re-decoration;
 - Bursting of frozen pipes or tanks unless such pipes and tanks within the insured **property** are insulated or lagged
- 3 **We** will not pay for diminution of market value beyond the cost of repairs or replacement.

7 Claims Basis of Settlement

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

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

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

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

- b) In the event of **damage** to matching set groups and collections, **we** will not pay for the cost of replacing or changing any undamaged item or parts of items forming part of a pair, set, suite or other article of uniform nature, colour or design when **damage** or breakage occurs within a clearly identifiable area to a specific part and replacements cannot be matched.
- c) The maximum amount payable in any **period of insurance** in respect of **damage** to the **property** by the Perils Insured plus Additional Expenses shall not exceed the **sum insured** shown in the **certificate** as adjusted in accordance with sub section 5 b) Extensions and Alterations and d) Inflation Protection and by any amount excluded by the **excess** shown in the **certificate**.

Section 2 – Contents

1 What is insured?

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

You will be liable for the first **excess** amount of each and every claim as shown on the **certificate** and statement of fact. Where more than one **excess** applies to a claim, the higher **excess** will always apply.

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

2 Perils Insured

- a) Fire, smoke, explosion, lightning or earthquake but not for:
- **Damage** whilst the **property** is left **empty or unoccupied**, unless the conditions under subsection 4 Empty or Unoccupied Property Conditions are met.
- b) Theft or attempted theft involving entry to or exit from the buildings at the **property** by forcible and violent means or actual or threatened hold up assault or violence but not for:
- **Damage** by **you**, any member of **your** family, any **domestic employee**, any **resident** or any other person lawfully on the **premises** or through deceit of any of these persons;
 - Any amount in excess of £500 or 3%, whichever is the greater, of the **sum insured** by this Section in respect of **contents** within detached domestic outbuildings and garages;
 - **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 4 Empty or Unoccupied Property Conditions are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.
- c) Riot, civil commotion, labour and political disturbances and strikes but not for:
- **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 4 Empty or Unoccupied Property Conditions are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.
- d) Malicious **damage** and vandalism but not for:
- **Damage** by **you**, any member of **your** family, any **domestic employee**, or any **damage** caused intentionally by any **resident** or any other person lawfully on the **premises**;
 - **Damage** caused as a result of the **property** being used for illegal activities;
 - **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 4 Empty or Unoccupied Property Conditions are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.
- e) Aircraft, other aerial devices and anything falling from them.
- f) Impact by:
- Vehicles;
 - Trains;
 - Animal but not for **damage** by domestic pets;
 - Falling trees, telegraph poles or lamp-posts but not for **damage** caused by trees being cut down or cut back within the **premises**;
 - Falling aerials or masts;
 - Falling television satellite dishes.
- g) Storm or flood but not:
- **Contents** in the open;
 - **Damage** by frost;
 - **Damage** to domestic fixed fuel-oil tanks in the open;
 - **Damage** caused by subsidence, heave or landslip;
 - **Damage** caused by the escape of water from any fixed domestic water or heating installation;
 - **Damage** attributable solely to change in the water table level;

- **Damage** whilst the **property** is left **empty or unoccupied**, unless the conditions under subsection 4 Empty or Unoccupied Property Conditions are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days;
- h) Subsidence or heave of any part of the site on which the **property** stands or landslip but not for:
- **Damage** caused by structures bedding down or settlement of newly made up ground;
 - **Damage** caused by coastal or river erosion;
 - **Damage** caused by faulty or defective workmanship, materials or design;
 - **Damage** caused directly or indirectly by maintenance and normal redecoration;
 - **Damage** to solid floor slabs or **damage** resulting from their movement unless the foundations beneath the outside walls of the main building of the **property** are **damaged** at the same time by the same cause;
 - **Damage** for which compensation has been provided, or would have been but for the existence of this insurance under any contract or legislation or guarantee;
 - **Damage** which originated before the cover under **your policy** started;
 - **Damage** at the **property** resulting from:
 - Demolition, construction, structural alteration or repair of any **property**;
 - Ground works or excavation.
- i) The escape of water from or the freezing of any fixed domestic water or heating installation but not for:
- Wet or dry rot, rust, corrosion or other wear, tear and deterioration;
 - **Damage** caused by gradual emission;
 - **Damage** caused by faulty or defective workmanship, materials or design;
 - **Damage** caused directly or indirectly by maintenance and normal redecoration;
 - **Damage** caused by subsidence, heave or landslip;
 - **Damage** to domestic fixed fuel-oil tanks in the open;
 - **Damage** whilst the **property** is not suitable for normal habitation;
 - **Damage** to apparatus from which water has escaped other than frost **damage**;
 - **Damage** whilst the **property** is left **empty or unoccupied**, unless the conditions under subsection 4 Empty or Unoccupied Property Conditions are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.
- j) The escape of oil from a fixed oil-fired heating installation including smoke and smudge **damage** by vaporisation due to a defective oil-fired heating installation, but not for:
- Rust, corrosion or other wear, tear and deterioration;
 - **Damage** caused by gradual emission;
 - **Damage** caused by faulty or defective workmanship, materials or design;
 - **Damage** caused directly or indirectly by maintenance and normal redecoration;
 - **Damage** caused by subsidence, heave or landslip;
 - **Damage** to domestic fixed fuel-oil tanks in the open;
 - **Damage** whilst the **property** is not suitable for normal habitation;
 - **Damage** to apparatus from which oil has escaped;
 - **Damage** whilst the **property** is left **empty or unoccupied**.

3 Extensions

This **policy** will pay for:

a) Loss of Rent or Alternative Accommodation Expenses:

- Rent **you** should pay or should have received up to a maximum period of 36 months but have lost due to a Peril Insured damaging the **property** and making it uninhabitable;

or

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

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

Provided that **we** will not be liable under this Extension where a claim is paid under Extension 3 e) of Section 1 – Buildings and which arises from the same event.

b) Landlords Gardening Equipment.

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

- **Damage** caused by Peril Insured g) whilst gardening equipment is in the open;
- Theft or attempted theft not involving violent and forcible entry or exit to the outbuilding;

The most **we** will pay for any claim is £1,000.

4 Empty or Unoccupied Property Conditions

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

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

- The **premises** are inspected at least once during each 7 days by **you** or **your** appointed representative;
- The water, gas and electricity supplies are turned off at the mains and the water system drained;
- Door, door locks and windows identified as being suitable for external use must be fitted and used at all times;
- All refuse and waste materials are removed from the interior of the **premises** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**.

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

5 Clauses and Conditions to Section 2

a) Maintenance.

It is a condition precedent to the liability of the **insurer** in respect of **damage to contents** that

- Such contents are maintained and in a good state of repair
- The **property** containing the **contents** is maintained and in good state of repair or is immediately available for occupation.

b) Inflation Protection.

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

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

6 Exclusions Specific to Section 2

1 Damage to:

- Motor vehicles (other than domestic gardening implements), caravans, trailers or watercraft or accessories in them or attached to them;
- Pets and livestock;
- Property which is insured by another policy;
- Any property of a **resident**;
- Articles of gold silver or other precious metals, jewellery, furs, cameras (including video cameras and camcorders), sports equipment, bicycles, clothing and personal effects;
- **Money**, bills of exchange, promissory notes, securities or documents of any kind;
- Any one curio picture or other work of art valued at £1,000 or more;
- **Contents** in the open at the **premises** for any amount in excess of £250;
- Domestic oil in fixed fuel tanks for any amount in excess of £1,000.

- 2 This Section does not cover **damage** directly or indirectly caused:
- To **contents** caused by **pollution or contamination** unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**;
 - To **contents** caused by **pollution or contamination** which was the result of a deliberate act or expected and not the result of a sudden, unexpected, and identifiable incident;
 - To **contents** undergoing any process involving the application of heat;
 - By an **act of terrorism**.
- 3 This Section does not cover **damage** directly or indirectly caused by:
- Disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information;
 - Wear, tear, deterioration, or any gradually operating cause;
 - 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, renovation, repair, or alteration;
 - Vermin, insects, chewing, scratching, tearing, or fouling by pets or domesticated animals;
 - Electrical or mechanical breakdown;
 - Faulty or defective workmanship or materials;
 - Maintenance or normal re-decoration;
 - Bursting of frozen pipes or tanks unless such pipes and tanks within the insured **property** are insulated or lagged
- 4 **We** will not pay for diminution of market value beyond the cost of repairs or replacement.

7 Claims Basis of Settlement

If the **contents** are damaged by any peril insured and subject to the adequacy of the **sum insured** **we** will pay the full cost of replacing the damaged **contents** as new.

We can choose to settle **your** claim by replacing, reinstating, repairing or by payment. If **we** are able to replace the **contents**, payment will be limited to the cost of replacement by **our** preferred supplier.

A deduction for wear and tear will apply for:

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

We will pay:

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

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

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

Section 3 – Public Liability

1 What is insured?

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

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

The most **we** will pay for claims for one accident or series of accidents, from one cause, is the limit of indemnity which is £5,000,000.

In addition, we will also pay for:

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

2 Extension 1 – Additional Persons Insured

We will also insure in the terms of this Section:

- a) **Your** legal personal representatives in the event of **your** death;
- b) The owner or lessor of any **property**;
- c) If **you** so request, any of **your** directors or **domestic employees** as though each had been insured separately provided that:
 - Such persons observe the terms of the **policy** insofar as they can apply;
 - **We** retain the sole conduct and control of all claims;
 - The most **we** will pay for claims for one accident or series of accidents from one cause, is the Public Liability limit of indemnity shown in the **certificate** plus other costs incurred with **our** written consent, but not:
 - Liability of any **resident** incurred solely as occupier of the **property**;
 - Liability of **your** directors or **domestic employees** for which **you** would not have been covered if the legal action had been brought against **you**.

3 Extensions 2 – Defective Premises Act

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

- The parts of any property formerly owned or leased by **you** and occupied solely for private residential purposes;

We will not be liable:

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

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

4 Extension 3 – Cross Liabilities

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

Provided that:

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

* Or any amended legislation

5 Exclusions Specific to Section 3

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

- a) **Bodily injury** to any **domestic employee** arising out of and in the course of employment of such **domestic employee** by **you** in the **business**;
- b) **Damage** to property or **Bodily injury** sustained by any person arising from the ownership, possession or use by or on **your** behalf of:
 - Any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force;
 - Any mechanically propelled vehicle or plant or trailer attached thereto in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation.
- c) **Damage** to:
 - Property owned by or leased, hired or rented to **you**;
 - Property belonging to or held in trust by or in the custody of or under the control of **you** or any director, partner or **domestic employee** of **yours** other than:
 - Personal property of directors, partners or **domestic employees**;
 - The property of customers or visitors temporarily on or about the **premises**, but excluding all property undergoing or awaiting testing, repair, servicing, alteration, maintenance, cleaning or inspection;
- d) Liability which attaches solely under the terms of any contract or agreement if such liability would not have attached in the absence of such contract or agreement;
- e) Liability arising from or caused by:
 - Breach of professional duty and the provision of advice or any plan, design, formula or specification given separately for a fee;
 - The use of blow lamps, blow torches, hot air guns, welding or flame cutting equipment, or asphalt bitumen or tar heaters;
 - **Damage** to property, buildings or land caused by vibration or by the removal or weakening of support;
- f) Liability arising from and or caused by any demolition unless such work forms part of a contract for construction, alteration, maintenance or repair unless the **insurer** has agreed in writing;
- g) **Bodily injury** or **damage** to property caused by **products supplied**;
- h) **Damage** to **products supplied** nor the cost of making good or recalling such **products supplied**;
- i) **Damage** to that part of any property upon which **you** are or have been working;
- j) Fines, penalties or liquidated, punitive or exemplary damages;
- k) The first amount of each and every claim in respect of **damage** to property as shown on the **certificate** and statement of fact.
- l) Liability arising out of ownership, possession or use by **you** or on **your** behalf of any vessel or craft designed to travel in on or through water, air or space (other than hand-propelled watercraft);
- m) Liability for **bodily injury** or **damage** arising out of the operation of a sling or cradle;
- n) Liability arising
 - Out of **pollution** or **contamination** unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance** provided that all **pollution** or **contamination** arising out of one incident shall be deemed to have occurred at the time such incident takes place
 - Directly or indirectly by **pollution** or **contamination** occurring in the United States of America or Canada or their dependencies or trust territories

- o) Any liability of whatsoever nature arising out of the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos.

This Exclusion shall not apply in respect of such removal, storage or disposal provided that:

- The **insurer's** liability in respect of **bodily injury** or **damage** occurring during any one **period of insurance** shall not exceed £2,000,000 in the aggregate or the amount of the limit of indemnity for Section 3 as stated in the **certificate** whichever, is the lower;
- Such activity does not form part of **your** usual trade or **business** or contract;
- The discovery of asbestos by **you** is unintentional and accidental;
- Upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops;
- An HSE licensed asbestos removal contractor who has Employers' Liability and Public and Products Liability insurances in force that:
 - o Provide limits of indemnity no less than those stated in the **certificate** and
 - o Do not exclude the work to be carried out

Is contracted if legally required to make safe the area in which the discovery is made as soon as is practicable.

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

6 Special Conditions to Section 3

1. Discharge of Liability

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

2. Other Insurances

If any claim under this Section is also covered in whole or in part by any other existing insurance or by an indemnity from any other source the liability of the **insurer** shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other source had this Section not been effected;

3. Bona Fide Subcontractors

It is a condition precedent to the liability of the **insurer** in respect of **bodily injury**, loss, destruction or **damage** arising out of work at the **premises** commencing within the **period of insurance** carried out on **your** behalf by bona fide subcontractors that **you** obtain and retain a written record that such subcontractors have in force throughout the duration of any work undertaken by them for **you** the following insurance:

- a) Employers' Liability insurance in accordance with any law relating to compulsory insurance of liability to employees
- b) Public Liability insurance covering legal liability for **bodily injury** to any person other than described in a) above and loss destruction or **damage** to property with a limit of indemnity not less than the limit stated in the **certificate**.

This condition does not apply where bona fide subcontractors are engaged to carry out work on **your** behalf in an emergency and there is insufficient time to obtain a written record from such subcontractor provided that **you** obtain verbal confirmation and confirm such information in writing and retain a copy as a written record.

Section 4 – Employers’ Liability

1 What is insured?

You are insured against all sums which **you** become legally liable to pay as compensation in respect of **bodily injury** sustained by any **domestic employee** caused during the **period of insurance** and arising out of and in the course of employment by **you**, in connection with the **business** within the Territorial Limits shown below.

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

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

Territorial Limits shall mean

- a) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- b) Elsewhere in the world in respect of **bodily injury** sustained by any **domestic employee** resident within the territories specified in a) above and caused whilst such **domestic employee** is temporarily outside these territories provided that any action for compensation in respect of such **bodily injury** is brought in court of law within the territories specified in a) above or any other member country of the European Union.

Costs and Expenses shall mean:

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

* Or any amended legislation

2 Additional Persons Insured

We will also insure in the terms of this Section:

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

3 Exclusions Specific to Section 4

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

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

4 Special Conditions to Section 4

- a) Compulsory Insurance Legislation

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the Territorial Limits but **you** shall repay to the **insurer** all sums paid by the **insurer** which the **insurer** would not have been liable to pay but for the provisions of such law;

- b) Discharge of Liability

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

- c) Certificate of Employers' Liability Insurance

If this **policy** or this Section is cancelled then any Certificate of Employers' Liability insurance issued by the **insurer** is deemed to be cancelled at the same time.

- d) Other Insurances

If any claim under this Section is also covered in whole or in part by any other existing insurance or by an indemnity from any other source the liability of the **insurer** shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other source had this Section not been effected

Policy Conditions that apply to the whole of your policy

1 Voidance of Policy

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

2 Precautions

You must at all times:

- a) Take all reasonable precautions to prevent loss, destruction, damage, accident or **bodily injury**;
- b) Keep the **premises, property** and **contents** which are insured by this **policy** in a good state of repair;
- c) Comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations;
- d) As soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be effected as the circumstances may require;
- e) Exercise due care in the selection and supervision of **domestic employees**.
- f) During any period in which the **property** is **empty or unoccupied**, the **property** must be inspected not less than once in every 7 days by either **you** or **your** appointed representative.

As soon as possible after discovery of any defect or danger, **you** shall cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

Please note that it is **your** responsibility to inform the **insurer** of when **your property** is **empty or unoccupied**.

Please note that this **policy** is not a maintenance contract. It does not cover the cost of maintenance, routine decoration or wear and tear.

It is a condition precedent to the liability of the **insurer** that all **property** insured is maintained in a good state of repair or immediately available for occupation.

3 Cancellation

Our Rights

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

- a) No claims made under the **policy** for which **we** have made a payment;
- b) No claims made under the **policy** which are still under consideration;
- c) No incidents likely to give rise to a claim that have not yet been reported to **us** during the current **period of insurance**.

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

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

Your Rights

You may cancel **your policy** at any stage during the **policy** term. The cancellation will be effective as of the date the request was received, unless a later date is specified by **you**.

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

Cancellation of **your policy** within this 14-day period is subject to a full refund, provided that there have been:

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

Cancellation after 14 days from inception will be refunded on a proportionate basis, less 15% of the

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

4 More than One Private Dwelling

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

5 Action by You

On the happening of any event or circumstance which could give rise to a claim by **you** under the **policy** or on receiving verbal or written notice of any claim, **you** shall:

- a) As soon as reasonably possible give notice to the **insurer**;
- b) Immediately notify the police in respect of any **damage** caused by thieves or malicious persons;
- c) Immediately forward to the **insurer** any writ or summons issued against **you** by a third party;
- d) Take action to minimise the **damage** and to avoid interruption or interference with the **business** and to prevent further loss, destruction, damage or **bodily injury**;
- e) At **your** own expense supply full details of the claim in writing to the **insurer** together with any evidence and information that may be reasonably required by the **insurer** for the purpose of investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any matter connected with it within:
 - 7 days of **damage** caused by riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons;
 - 30 days of expiry of the indemnity period in respect of loss of rent claims;
 - 30 days of the event or circumstance in the case of any other claim or of a request from the **insurer**.

No settlement admission of liability payment or promise of payment shall be made to a third party without the prior written consent of the **insurer**.

No claim under the **policy** shall be payable unless the terms of this Condition have been complied with.

6 Rights of the Insurer

The **insurer** shall:

- a) Be entitled at any stage to take over the defence or settlement of any claim made upon **you** by any other party and to prosecute for its own benefit any claim for indemnity or compensation against any other persons in respect of any event insured by the **policy** and at no cost to the **insurer** **you** shall give all assistance as may be reasonably required by the **insurer**;
- b) Have the right to enter the **premises** where the **damage** has occurred and to keep possession of any property insured without thereby incurring any liability or diminishing any of the **insurer's** rights under the **policy** and to deal with the salvage in a reasonable manner but **you** shall not be entitled to abandon any property to the **insurer**;
- c) At its option indemnify **you** by payment, reinstatement, replacement or repair in respect of any property lost or damaged or part thereof. If the **insurer** elects to reinstate or replace any property, they shall not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the **sum insured** thereon.

7 Fraud

If any claim submitted under the **policy** is in any respect fraudulent or if fraudulent means are used by **you** or anyone acting on **your** behalf to obtain any benefit under the **policy** or if any **damage** be occasioned by the wilful act or with the connivance of **you**, all benefit under the **policy** shall be forfeited and all claims paid by the **insurer** shall be repaid by **you**.

8 Sum Insured

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

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

9 Underinsurance

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

10 Changes in Risk

You must give immediate notice to **us** of any change in circumstances which may increase the possibility of loss, destruction, damage, **bodily injury** or liability covered by this **policy**, including:

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

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

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

11 Fire Protections

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

- a) Fire break doors and shutters in the **property** be maintained in efficient working order and that the openings protected by such doors and shutters be kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links be kept closed except when the **premises** are attended;
- b) Fire extinguishers, sprinkler systems and fire alarms be maintained in efficient working order;

Alterations or additions to or changes in or removal of the fire protections above shall be advised to **us** immediately in writing.

12 Inspections

The **property** must be inspected both externally and internally at least every 6 months by **you** or **your** representative, to confirm that the **property** is maintained in a good state of repair, notwithstanding the requirements of subsection 4 Empty or Unoccupied Property Conditions of Sections 1 and 2.

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

13 Observance of Terms

It is a condition precedent to the liability of the **insurer** that **you** shall observe the terms of the **policy** so far as they relate to anything to be done or complied with.

14 Legal Representatives

In the event of **your** death, the **insurer** will indemnify **your** legal personal representatives in respect of liability at law previously incurred by **you** provided they observe, fulfil and be subject to the terms, conditions and limitations of the **policy** to the extent that they can apply.

15 Third Party Rights

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

You shall not assign or transfer their rights under the **policy** without the written agreement of the **insurer**.

16 Subject to Survey

If any insurance by the **policy** either at:

- a) Inception of this **policy**; or
- b) Subsequent renewal of this **policy**;

Has been granted subject to the completion of a survey or

- c) Following notification of a claim under this **policy** if the **insurer** requires a survey of the **property**
 - Pending completion of such survey the terms, conditions, exclusions and limits as specified in the **policy** and **certificate** shall apply;
 - Following the completion of the survey if in the opinion of the **insurer** the survey has identified additional risks which were not evident to the **insurer** prior to the survey then the **insurer** reserves the right to alter or amend the terms and conditions of the **policy** or to suspend or withdraw cover immediately;
 - Continuance of cover after the survey by the **insurer** shall be subject to **you** complying with the **insurer's** acceptance criteria and the completion of any risk improvements required within the time frame agreed with the **insurer** otherwise the **insurer** may at its option invoke the Cancellation Condition.

17 Limit of Indemnity

All the **sums insured** limits of indemnity and any other restrictions on the amount of the **insurer's** liability stated in the **policy** shall apply as maximum limits to the **insurer's** liability irrespective of the number of persons entitled to indemnity under the **policy**.

For the purposes of the **sums insured** limits of indemnity and any other restrictions on the amount of the **insurer's** liability, **you** and all other persons entitled to be indemnified under the **policy** shall be treated as one party or legal entity so that there shall be only a single contract of insurance between the **insurer** as one party and **you** and all other persons entitled to be indemnified as the other party.

18 Your Contribution

Where stated in the **certificate you** shall be responsible for paying an **excess** in relation to each claim made by **you** under this **policy**.

Policy Exclusions

The following exclusions are applicable to all Sections of your policy.

We will not pay for the following:

1 War Government Action Radioactive Contamination and Sonic Bangs

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any **consequential loss** or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) War, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- b) Nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority;
- c) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- d) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- e) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

2 Terrorism and Civil Commotion

Damage to any **property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any **consequential loss** directly or indirectly caused by or contributed to by or arising from:

- a) **Act of terrorism**;
- b) Civil Commotion in Northern Ireland;

In any action suit or other proceedings where the **insurer** alleges that by reason of this Exclusion as far as it relates to an **act of terrorism** any **damage** or resulting loss or expense or **consequential loss** is not covered by the **policy** the burden of proving that such **damage**, loss, expense or **consequential loss** is covered shall be upon **you**.

3 Date Recognition

Damage or **consequential loss** of whatsoever nature or liability for damages attaching to **you** or any associated costs relating thereto arising directly or indirectly from or consisting of the failure or inability of any:

- a) Computer data processing equipment microchip integrated circuit or any similar device or any computer software or computer firmware;
- b) Media or systems used in connection with any of the above;

Whether **your** property or not:

- i. To recognise correctly any date as its true calendar date;
- ii. To capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;

but

- In respect of Section 1 and Section 2 this shall not exclude subsequent **damage** not otherwise excluded which itself results from the Perils Insured;
- This Exclusion shall not apply to Section 4.

4 Electronic Failure

Erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any electronic equipment, whether belonging to **you** or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected programme, instruction or command or any other computer or electronic virus;

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

5 Consequential Loss

Consequential Loss of any kind or losses not directly associated with the incident that caused **you** to claim under this **policy**.

6 Damage outside the Period of Insurance

- a) Any **damage**, accident, event, incident, occurrence, **bodily injury**, or liability that arises before the date on which **your** cover started or outside the **period of insurance** provided by this **policy**;
- b) Any **damage** which existed prior to the granting of cover provided by this **policy**.

7 Business Activities

- a) Any legal liability arising from or;
- b) **Damage** to any items used in connection with:

Any business trade or profession other than the letting of the insured **property** by this **policy**.

8 Illegal Deliberate and Criminal activities

- a) **Damage** or liability caused as a result of the **property** being used for illegal activities;
- b) Deliberate or criminal acts by:

- **You**;
- Any member of **your** family;
- **Your domestic employees**;
- A **resident**;
- Any person legally on the **premises**;

or through deceit of any of these persons.

Important Information

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.

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 **our** 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.

Fraud Prevention and Detection

We will check **your** information against a range of registers and anti fraud databases for completeness and accuracy. **We** may also share **your** information with law enforcement agencies, other organisations and public bodies.

If **we** find that false or inaccurate information has been given to **us**, or **we** suspect fraud, **we** will take appropriate action. If fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations, including those from other countries, may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit related or other facilities
- managing credit and credit related accounts or facilities
- recovering debt
- checking details on proposals and claims for all types of insurance
- checking details of job applicants and employees

Please contact **us** if you want to receive details of the relevant fraud prevention agencies.

Financial Services Compensation Scheme

If **we** are unable to meet **our** liabilities to policyholders, **you** may be able to claim compensation from the Financial Services Compensation Scheme.

The level of compensation differs depending on the type of cover:

Compulsory Insurance

100% of the claim

Non-compulsory Insurance

90% of the claim

Further information can be obtained from:

Financial Services Compensation Scheme,
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU
Telephone 0800 678 1100 or 020 7741 4100
enquiries@fscs.org.uk
www.fscs.org.uk

Our Complaints Procedure

We value 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.

Who to contact in the first instance

Many concerns can be resolved straight away, therefore, in the first instance, please get in touch with the insurance adviser who arranged the **policy** for **you** as they will generally be able to provide **you** with an immediate response to **your** satisfaction. If they are unable to sort out **your** complaint **you** can contact **Discount Insurance**; contact details are provided below:

Discount Insurance

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

You can telephone on **020 8847 8000**

Or e-mail: **info@discountinsurance.co.uk**

Where the complaint is being handled by **Discount Insurance**, it will be reviewed by a Director, and a final response provided.

If **we** cannot resolve **your** complaint **you** may refer **your** complaint to the Financial Ombudsman Service

The Financial Ombudsman Service (FOS)

If **we** are unable to resolve **your** complaint to **your** satisfaction within 8 weeks, or if **you** remain dissatisfied following receipt of **our** final response letter, **you** can ask the FOS to formally review **your** case. **You** must contact the FOS within 6 months of **our** final response.

The FOS contact details are as follows:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

You can telephone free on:

0800 023 4567 for people phoning from a "fixed line" (for example, a landline at home);

0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Or e-mail **complaint.info@financial-ombudsman.org.uk**

This is a free and impartial service and following this complaints procedure will not affect **your** legal rights.

The FOS can help with most complaints if **you** are:

- A consumer;
- A business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed £2 million;
- A charity with an annual income of less than £1 million;
- A trustee of a trust with a net asset value of less than £1 million.

If **you** are unsure whether the FOS will consider **your** complaint please contact them directly for further information.

You are entitled to contact the FOS at any stage of **your** complaint.

Endorsements

The following endorsements are operative only where shown in the certificate.

1 Alarm/Security Clause

It is a condition precedent to the liability of the **insurer** in respect of Section 1 - Buildings and Section 2 - Contents Peril Insured 2 b) – Theft under this **policy** that:

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

2 Non-Standard Construction Clause

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

3 Subsidence, Landslip or Heave Exclusion Clause

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

4 Flood Exclusion Clause

Damage caused by or arising from:

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

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

5 Tree Pruning Clause

In accordance with Policy Condition 2 (Precautions) a Tree Surgeon or similar professional must, once every three years, at **your** expense:

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

6 Thatch Clause

It is a condition precedent to the liability of the **insurer** that:

- a) Chimneys;
All chimneys to solid fuel stoves, boilers and open fires are kept in a good state of repair and will be professionally cleaned once a year prior to winter use, with full records of inspections and works retained for **our** inspection;
- b) Where it is within **your** control **you** do not allow any bonfires/incinerators to be lit within 50 metres of the **property**;
- c) All old thatch and thatching is burnt at a distance of more than 50 metres from the **property**;
- d) No naked flames or tools producing naked flames be present in the attic or loft space at any time;
- e) Two fire extinguishers are kept in the home and are maintained in good working order; one of which must be stored in the kitchen and be dry powder.

7 Mortgage Interest Clause

It is understood and agreed that in respect of Section 1 - Buildings the interest of the mortgagee shall not be prejudiced by any act of neglect of the mortgagor or occupier of any building hereby insured, whereby the danger of loss or **damage** is increased without the authority or knowledge of the mortgagee, provided that the mortgagee, as soon as reasonably possible after becoming aware thereof, shall give **us** notice and pay an additional premium if required.

8 Fire, Lightning, Explosion, Earthquake and Aircraft Clause

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

9 Minimum Security Clause

We will not be liable under this **policy** for **damage** caused by or arising from Perils Insured 2b) under Section 1 and Section 2 unless the following are fitted and are used for the protection of the building specified on the **certificate** when the **property** is left unattended and when occupants retire for the night:

- a) External Doors: By 5 Lever Mortice Deadlocks (conforming to British Standard 3621) or if a composite or UPVC type a multi locking point system.
- b) Patio Doors: In addition to a central locking device, key operated bolts to top and bottom opening sections or a multi locking point system.
- c) Windows: By key operated security locks to all ground floor and other accessible windows.

10 Monthly Payment Clause

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

11 Co-insurance Clause

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

Section	Perils Insured
1	Fire

12 Bed-sit Clause

It is a condition precedent to the liability of the **insurer** under this **policy** that **you** have registered and obtained local authority approval of facilities, in accordance with the Housing Act 2004 (and/or any amended legislation) and fire services approval, where required by the fire and rescue service.

13 Holiday Home Clause

It is a condition precedent to the liability of the **insurer** under this **policy** that:

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

We will not be liable under Section 1 – Buildings and Section 2 – Contents of this **policy** for **damage** caused by or arising from malicious persons, escape of water, theft and **accidental** breakage to fixed glass and sanitary ware:

- occurring after the holiday home has been **empty or unoccupied** for 45 consecutive days or more or
- whilst it is occupied by squatters.

For the purposes of this Clause paragraph 2 of the Definition of **empty or unoccupied** shall not apply.

14 Co-insurance Clause

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

Section	Perils Insured
1	Fire

15 Empty or Unoccupied Clause

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

The photographs should clearly show the structure of the **property** and that it has been made secure and waterproof (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.

16 Theft Limitation Clause

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

17 Escape of Water or Oil Excess for Empty or Unoccupied Property

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

18 Theft or Attempted Theft and Malicious Damage

We will not be liable for the first £1,000 of each and every claim arising from theft or attempted theft or malicious **damage** unless the **property** is protected by the minimum security, as described in Endorsement 9 Minimum Security Clause (9).

19 Increased Unoccupancy Period

In consideration of the additional premium paid hereon, paragraph a) of subsection 4 Empty or Unoccupied Property Conditions is amended to read as follows under Section 1 – Buildings and Section 2 – Contents:

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

20 Malicious Damage by Residential Tenants

The policy extends to include cover under Sections 1 – Buildings and 2 – Contents for malicious damage and vandalism occasioned by the malicious acts of a tenant or their family occupying the **property** for residential purposes.

The liability of the **Insurer** under this Endorsement shall be restricted to £5,000 in respect of each and every claim.

For the purposes of this Endorsement a tenant is defined as the occupier of the **property** named in the tenancy agreement as the tenant/permitted occupier.

Exclusions

The **Insurer** shall not be liable for:

- a) the first £100 of each and every claim or loss under this Endorsement;
- b) **damage** by theft or attempted theft caused by a tenant or their family occupying the property or portion of any **property** for residential purposes;
- c) **damage** caused as a result of the **property** being used for illegal purposes.

Conditions

It is a condition precedent to the **Insurer's** liability under this Endorsement that:

- a) **you** or authorised persons acting on **your** behalf or **your** managing agents shall in each instance obtain and retain written and verified references for all tenants or prospective tenants;
- b) **you** must produce such written references if so requested by the **Insurer** in the event of a claim under this Endorsement.

21 Accidental Damage to Section 1

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

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

22 Accidental Damage to Section 2

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

k) **Accidental damage** but excluding:

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

23 Contents temporarily removed from the property

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

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

24 Theft Exclusion Clause

We will not be liable under Section 1 – Buildings and Section 2 – Contents of this **policy** for **damage** caused by or arising from theft or attempted theft.

Peril Insured 2b) is deleted.

25 Escape of Water Exclusion

We will not be liable under Section 1 – Buildings and Section 2 – Contents of this **policy** for **damage** caused by or arising from the escape of water.

Peril Insured 2i) is deleted.

26 Maintenance Clause

It is a condition precedent to the liability of the **insurer** under 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 **you** will have received with **your policy** documents.

27 Central Heating Clause

Under paragraph b) of subsection 4 Empty or Unoccupied Property Conditions of Section 1 – Buildings and Section 2 – Contents:

The following condition is added:

- 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;

The following condition is deleted:

- The water, gas and electricity supplies are turned off at the mains and the water system drained.

28 Empty or Unoccupied Property Excluded Perils

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

Sections 1 and 2 subsection 2) Peril Insured b) Theft or attempted theft consequent upon violent and forcible entry to or exit from the **property**;

Sections 1 and 2 subsection 2) Peril Insured c) Riot, civil commotion, labour and political disturbances and strikes;

Sections 1 and 2 subsection 2) Peril Insured d) Malicious **damage** and vandalism;

Sections 1 and 2 subsection 2) Peril Insured g) Storm or flood;

Sections 1 and 2 subsection 2) Peril Insured i) The escape of water from or the freezing of any fixed domestic water or heating installation;

Sections 1 and 2 subsection 2) Peril Insured j) The escape of oil from a fixed oil-fired heating installation including smoke and smudge **damage** by vaporisation due to a defective oil-fired heating installation.

29 Theft and Malicious Damage Limitation for Empty or Unoccupied Property

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**.

30 Extended Cover on an Unoccupied Property

In consideration of the additional premium paid hereon, Section 1 – Buildings and Section 2 – Contents of this **policy** are extended to include cover for **damage** caused by escape of water or oil, storm or flood, theft or attempted theft, or malicious **damage**, which occurs whilst the **property** is **empty or unoccupied**.

Provided that the first £1,000 of each and every claim is excluded.

Provided also that whilst the **property** is **empty or unoccupied**, the following conditions apply:

- The **premises** are inspected at least once during each 7 days by **you** or **your** appointed representative;
- The water, gas and electricity supplies are turned off at the mains and the water system drained;
- Door, door locks and windows identified as being suitable for external use must be fitted and used at all times;
- All refuse and waste materials are removed from the interior of the **premises** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**.

31 Third Party, Fire and Theft Endorsement

The cover provided by this **policy** in respect of the **premises** insured is restricted to the following only:

Sections 1 and 2 Perils Insured 2a), 2b), and 2e) and

Section 3 Public Liability

Section 4 Employers' Liability

32 Third Party, Fire, Flood and Theft Endorsement

The cover provided by this **policy** in respect of the **premises** insured is restricted to the following only:

Sections 1 and 2 Perils Insured 2a), 2b), 2e) and 2g) and

Section 3 Public Liability

Section 4 Employers' Liability

33 Roof Maintenance Condition

It is a condition precedent to the Insurer's liability under Section 1 Material Damage that:

- a) Any flat felted roof is inspected at least once every two years by a qualified builder or property surveyor and any defect identified by that inspection is repaired immediately
- b) Any roof valley guttering is checked annually for blockages or defects and any remedial action required is immediately implemented.

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.

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